



# Agenda Bill

City Council Regular Business Meeting - 20 Sep 2021

---

**Department**

City Manager

**Staff Contact**

Brian Wilson, City Manager

---

**Agenda Placement**

Business Agenda

---

**Agenda Bill Title**

Introduction to Consultant Contract Amendment for SEA Airport Sustainable Airport Master Plan (SAMP) Environmental Review and Analysis

---

**Summary**

The purpose of this agenda item is for the Council to consider an amendment to the consultant contract for coordinated review, analysis, and response by the Cities of Burien, Des Moines, Normandy Park, and SeaTac to the environmental process, impacts, and concerns related to the Port of Seattle's SEA Airport Sustainable Airport Master Plan (SAMP). This consultant contract amendment and the ILA currently in place proposes an additional Burien contribution of \$42,970 for SAMP consultant services for a total of \$118,170.

The Port of Seattle ("Port") operates the SEA International Airport ("Airport" or "SEA"). The Port is drafting a "Sustainable Airport Master Plan" ("SAMP") that will plan for airport growth over the next 20 years. Pursuant to the National Environmental Policy Act ("NEPA") and the Washington State Environmental Policy Act ("SEPA"), the Port will prepare, for agency and public review and comment, environmental documents, up to and including an Environmental Impact Statement. The Cities of Burien, Des Moines, Normandy Park, and SeaTac have determined that it is in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port. The parties entered into an inter-local agreement in 2018 for this purpose.

Under this agreement, the City of Burien is the fiscal agent, and the City of SeaTac was originally the contract manager. The retirement of the City of SeaTac's previous Community Development Director prompted a shift of the contract management to the City of Des Moines.

The issuance of the environmental documents related to the SAMP has been delayed is now anticipated in the third quarter of this year. This contract amendment will ensure sufficient time and funds are available for the review by adding funds and extending the contract end date. Additionally, the amendment recognizes changes in the consultant company structure from Lockridge Grindal Nauen, P.L.L.P. to Primacy Strategy Group, L.L.C.

The original contract amount was \$175,000, with \$88,879 paid, leaving an unspent balance of \$86,121. The amendment would add an additional \$100,000 to the total contract amount as well as extend the effective date from year-end 2021 to year-end 2023.

Consultant costs under the inter-local agreement are shared according to the following formula, based on population:

City	Contribution Rate	Contribution this amendment	Total Contribution for Contract Term
Burien	42.97%	\$42,970	\$118,170
Des Moines	26.97%	\$26,970	\$74,170
Normandy Park	5.60%	\$5,600	\$15,400
SeaTac	24.46%	\$24,460	\$67,260
Total	100%	\$100,000	\$275,000

The amendment incorporates previous contract amendments, implements the contract administration change, extends the term, and adds resources to prepare for the issuance of the environmental documents related to the SAMP. It does not change any other terms of the contract under the inter-local agreement. The ILA continues to establish a process for funding of consultants to assist with review and preparation of formal comments regarding the environmental review process and the Sustainable Airport Master Plan (SAMP) environmental impacts

---

### Options

1. Approve Burien’s additional contribution of \$42,970 for SAMP consultant services.
2. Do not approve Burien’s additional contribution of \$42,970 for SAMP consultant services and provide further direction.

---

### Administrative Recommendation

City Manager recommends approval of Burien’s additional contribution of \$42,970 for SAMP consultant services in partnership with the Cities of Des Moines, Normandy Park, and SeaTac.

---

### Suggested Motion

Move to place this item on the Consent Agenda of the next Regular Business Meeting.

---

### Fiscal Impact

Additional contract costs of approximately \$42,970 will be addressed as part of the 2021-22 mid-biennial budget process. Total Burien contribution for the contract term ending December 31, 2023 is \$118,170. The fiscal management associated with the contractors will continue to be administered by Burien, to include processing invoices and payments on a monthly basis, invoicing other Parties to the ILA, and periodic fiscal reports to the Parties.

---

**Attachments**

[A. Original Interlocal Agreement \(ILA\) for Consultant Services](#)

[B. Amendment No. 1 to ILA for Consultant Services](#)

[C. Consultant Contract with Lockridge Grindal Nauen PLLP \("LGN"\)](#)

[D. Proposed Amendment to Consultant Contract](#)

---

**INTERLOCAL AGREEMENT BETWEEN THE CITIES  
OF BURIEN, DES MOINES, NORMANDY PARK AND  
SEATAC FOR ENVIRONMENTAL REVIEW OF THE  
SEA-TAC AIRPORT  
SUSTAINABLE AIRPORT MASTER PLAN**

Pursuant to RCW 39.34, the Interlocal Cooperation Act, this Agreement is entered into between the City of Burien, a municipal corporation, hereinafter referred to as “Burien,” the City of Des Moines, a municipal corporation hereinafter referred to as “Des Moines,” the City of Normandy Park, a municipal corporation hereinafter referred to as “Normandy Park,” and the City of SeaTac, a municipal corporation hereinafter referred to as “SeaTac,” and all four cities collectively referred to as the “Parties” or “Cities”, for the purpose of review and commenting on the environmental review process, analysis and documents prepared for the Port of Seattle’s the Sea-Tac Airport Sustainable Airport Master Plan.

1. **Background.** The Port of Seattle (“Port”) operates the Sea-Tac International Airport (“Airport” or “Sea-Tac”). The Port is currently drafting a “Sustainable Airport Master Plan” (“SAMP”) that will plan for airport growth over the next 20 years; growth that could have significant negative impacts on surrounding cities. Pursuant to the National Environmental Policy Act (“NEPA”) and the Washington State Environmental Policy Act (“SEPA”), the Port may prepare, for agency and public review and comment, environmental documents, up to and including an Environmental Impact Statement. The Parties have determined that it is in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port.
  
2. **Purpose.** The purpose of this Agreement is for the Parties to establish a process for review, analysis, and responding to the environmental process, impacts and concerns related to the SAMP, including those issues raised during the Port’s SEPA and NEPA processes. By coordinating their efforts, the Parties will be in a better position to evaluate and respond to the Port’s environmental review process. The Parties may jointly hire and fund consultants to assist with review and preparation of formal comments regarding the environmental review process and the SAMP’s environmental impacts. This Agreement establishes a process for the selection and funding of these consultants.
  
3. **Review and Commenting.** The environmental review process will include opportunities for the Parties to provide formal comments to the Port. This could include commenting on the Port’s selected environmental review process and any documents which may be issued as part of that process. The Parties agree to coordinate their comments at each of these steps

and to issue a single comment letter signed by each Party's designated representative.

4. **Consultant Selection.** It may be in the best interest of the Parties to jointly hire a consultant to assist with review and commenting on the SAMP's environmental review and impacts. If it is agreed to hire a consultant, the Parties will work cooperatively and collaboratively on every aspect of the consultant selection process and shall be in mutual agreement prior to moving to the next step. It is anticipated that only one consultant will be retained, with the understanding that the retained consultant may use sub-consultants to complete specific tasks. Generally, the steps will be as follows:

- a. Determine what consultant expertise is needed;
- b. Determine which Party will be the lead for contract administration;
- c. Determine project budget and contribution amount from each Party;
- d. Drafting a Request for Qualifications (RFQ);
- e. Publish/Circulate Notice Requesting Statement of Qualifications;
- f. Review of statements and selection for interviews;
- g. Conducting interviews, with interested Parties represented;
- h. Final consultant selection;
- i. Developing a final Scope of Work;
- j. Negotiation of consultant contract;
- k. Approval of Consultant Contract by the lead City in accordance with its contract approval procedures.

5. **Consultant Funding.** If consultants are hired as contemplated in Section 4 of this Agreement, the Parties will individually commit to a level of funding to be provided. These funds must be committed prior to requesting Statements of Qualifications as noted above. The management of these funds will be as described in Section 8. Such funding determinations shall be documented in writing.

6. **Joint Roles and Responsibilities.** Each Party shall be responsible for the following:

- a. Each Party shall assign a representative(s) ("Party Representative(s)") to help prepare and/or participate in review of draft work products. The Party

Representative administering any consultant contract will communicate any changes to schedules, budgets, and any other pertinent information in a timely manner so as to keep each jurisdiction apprised of the status of the consultant's work.

- b. Time is of the essence for the review of environmental documents. The Parties shall work expeditiously and in good faith to achieve the smooth progress of review and commenting. This includes allocating adequate staff time and providing all necessary data and other information or materials needed for timely review and commenting.
  - c. The Party Representatives shall receive copies of consultant invoices. All concerns with consultant billing shall be communicated to the contract administrator in a timely manner.
  - d. Should any Party wish to file an appeal of any Port environmental decision, the Party Representatives shall discuss whether such an appeal should be pursued jointly. If an individual jurisdiction appeal is filed, the appeal shall be immediately transmitted to all Parties, so that they can decide whether to intervene in the appeal in order to provide assistance.
  - e. The Parties shall work together in good faith to assure comments are made within the deadlines prescribed by law.
7. **Contract Management.** Contracts for consultant(s) shall be administered by the City of SeaTac. These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with the City of Burien regarding the consultant invoices and payments; arrangement of meetings to address the comments of the Parties; etc.
8. **Fiscal Management.** Management of fiscal matters associated with this Agreement shall be administered by the City of Burien. These responsibilities include processing consultant invoices and payments on a monthly basis; invoicing other Parties to the agreement; periodic fiscal reports to the Parties; etc.
9. **Additional Consultant Services.** Each Party retains the right to hire their own consultants at their own expense to complete work necessary for the project, so long as the work does not conflict with the Project. In such cases, the results of any consultant work will be shared with the other Parties. Nothing herein shall be construed as an affirmative duty to share work product prepared by legal counsel for a Party with the other Parties.

10. **Administration of Agreement.** Supervision and administration of this Agreement shall be the responsibility of each Parties' City Manager or his/her respective designee.
11. **Duration.** This Agreement shall be effective upon execution by each party and shall remain in full force and effect through completion of the SAMP environmental review process or December 31, 2020, whichever comes first. This Agreement may be extended upon mutual agreement of all Parties.
12. **Termination.** Any party may withdraw from this Agreement, effective upon thirty (30) days written notice to the other parties. However, the withdrawing Party shall still be responsible for the payment of any costs incurred prior to the effective date of withdrawal.
13. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all parties.
14. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.
15. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of transmittal, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
16. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
17. **Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age,

marital status or disability in employment or the provision of services.


18. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this 6<sup>TH</sup> day of MARCH 2018.

**CITY OF BURIEN**

  
\_\_\_\_\_  
Brian J. Wilson, City Manager

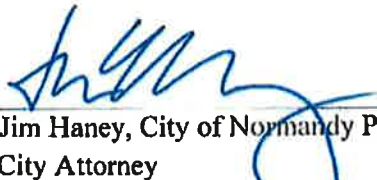
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lisa Marshall  
City of Burien City Attorney

**CITY OF NORMANDY PARK**

  
\_\_\_\_\_  
Mark E. Hoppen, City Manager


APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jim Haney, City of Normandy Park  
City Attorney

**CITY OF DES MOINES**

  
\_\_\_\_\_  
Michael Matthias, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tim George  
City of Des Moines City Attorney

**CITY OF SEATAC**

  
\_\_\_\_\_  
Joseph Scorcio, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mary Mirante Bartolo, City of SeaTac  
City Attorney

**FIRST AMENDMENT TO THE  
INTERLOCAL AGREEMENT BETWEEN THE CITIES OF  
BURIEN, DES MOINES, NORMANDY PARK AND  
SEATAC FOR ENVIRONMENTAL REVIEW OF THE  
SEA-TAC AIRPORT  
SUSTAINABLE AIRPORT MASTER PLAN**


WHEREAS the Interlocal Agreement (ILA) between the Cities of Burien, Des Moines, Normandy Park and SeaTac for Environmental Review of the Sea-Tac Airport Sustainable Airport Master Plan (SAMP) dated March 6, 2018 is hereby amended as follows:

1. Paragraph 7 of the ILA is amended to read as follows:

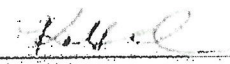
7. **Contract Management.** Contracts for consultant(s) shall be administered by the City of Des Moines. These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with the City of Burien regarding the consultant invoices and payments; and, arrangement of meetings to address the comments of the Parties; etc.

2. All other terms of the March 6, 2018 ILA shall remain unchanged.

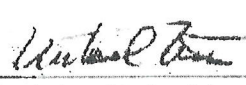
**CITY OF BURIEN**

  
Name: Brian J. Wilson  
Title: City Manager  
Date: 5/07/2020

**APPROVED AS TO FORM:**

  
Name: Kari Sand  
Title: City Attorney

**CITY OF DES MOINES**

  
Name: Michael Matthias  
Title: City Manager  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

/s/ Tim George  
Name: Tim George  
Title: City Attorney

**CITY OF NORMANDY PARK**

*Mark E. Hoppen*

Name: Mark Hoppen

Title: City Manager

Date: \_\_\_\_\_

**CITY OF SEATAC**

*Carl C. Cole*

Name: Carl C. Cole

Title: City Manager

Date: 4/10/2020

**APPROVED AS TO FORM:**

*James Haney*

On behalf of Name: James Haney

Title: City Attorney

**APPROVED AS TO FORM:**

*Mary Mirante Bartolo*

Name: Mary Mirante Bartolo

Title: City Attorney

**CONSULTANT CONTRACT**  
**between the City of SeaTac**  
**and**  
**Lockridge Grindal Nauen PLLP ("LGN")**

**Project Title: Sea-Tac International Airport Sustainable Airport Master Plan (SAMP)**  
**Environmental Review and Advocacy Support**

THIS CONTRACT, is made and entered into effective on the date upon which the last party to sign this Contract so signs the Contract ("Effective Date"), by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and Lockridge Grindal Nauen P.L.L.P., ABCx2 LLC, and Aviation Compatibility Consulting LLC collectively hereinafter referred to as the "Consultant", on the following terms and conditions in conjunction with the project indicated above.

1. **EMPLOYMENT.** The City hereby agrees to retain and employ the Consultant on behalf of the Client Cities, as an independent contractor, and the Consultant hereby agrees to serve the Client Cities pursuant to this Contract. For purposes of this Contract, the Client shall be the cities of Burien, Des Moines, Normandy Park, and SeaTac ("Client Cities"), as authorized per an Interlocal Agreement between the Client Cities dated February, 2018. However, the City of SeaTac shall serve as the main point of contact and will direct the scope of services on behalf of the Client Cities. Lockridge Grindal Nauen P.L.L.P. will serve as the point of contact for Consultant.
2. **SCOPE OF SERVICES.** The Consultant shall be responsible for completion, or recommendation for next steps for the scope of services detailed in Attachment A to this Contract.
3. **TERM OF CONTRACT.** The term of this Contract is from the Effective Date through December 31, 2019 unless extended upon mutual agreement of the parties.
4. **PROFESSIONAL STANDARDS.** The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in this community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, plans, programs and other work and materials furnished under this Contract.
5. **COMPENSATION; REIMBURSEMENT OF EXPENSES.** As consideration for the services to be performed by the Consultant, the City shall pay Consultant compensation equal to One Hundred Seventy-Five Thousand dollars (\$175,000.00), pursuant to completion of specified work tasks. Compensation shall only be paid for work actually completed. The Consultant will provide detailed reports for work completed, on a monthly basis. The City will reimburse the Consultant for any expenses incurred by Consultant in connection with the services, including approved travel and incidentals.
6. **RECORDS INSPECTION AND AUDIT.** All compensation payments shall be subject to adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of account pertaining to any work performed under this Contract shall be

Environmental Review of SAMP (w/LGN)—June, 2018  
Page 1 of 5

AGREEMENT NO. 18-AD1

subject to inspection and audit by the City for a period of up to three (3) years from final payment of work performed under this contract.

7. **OWNERSHIP OF DOCUMENTS.** All plans, programs, specifications, designs, reports, records and other documents produced during or as a result of services rendered pursuant to this Contract shall be owned by and become the property of the City, and may be used by the City for any purposes beneficial to the City.

8. **COMPLIANCE WITH LAWS.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations. Contractor shall also obtain and/or maintain a City business license throughout the duration of this Agreement.

9. **INSURANCE.** The Consultant shall procure and maintain insurance as outlined below for the duration of this Agreement. Liability insurance policies shall specifically name the Client Cities, its elected and appointed officials, officers, and employees as Primary-Non-Contributory Additional Insureds of said policies.

The Consultant shall not begin work under the Agreement until all required insurance has been obtained and until proof of such insurances have been received by the City. The Consultant shall file with the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

The types and limits insurance are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form  
\$1,000,000 per occurrence liability /\$2,000,000 annual aggregate.  
Coverage to include Premise and Operations Liability  
Blanket Contractual  
OCP for subcontractors liability  
Product and Completed Operations Liability  
Stop Gap Liability-\$1,000,000/\$1,000,000/\$1,000,000

PROFESSIONAL LIABILITY  
Minimum of \$1,000,000 limits.

The General Aggregate provision of the Consultant's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

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

10. **RESTRICTION AGAINST ASSIGNMENT.** The Consultant shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall the Consultant subcontract any part of the consulting services

to be performed hereunder, without first obtaining the consent of the City.

11. CONTINUATION OF PERFORMANCE. In the event that any dispute or conflict arises between the parties regarding any of the performance of the Consultant and/or providing the required deliverables defined in the scope of services while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities, unless otherwise directed by the City. If any dispute or conflict arises that is not either of the above performance or product issues, the Consultant may elect to stop work until the dispute or conflict is resolved.

12. TERMINATION OF CONTRACT. Performance of the consulting services under this Contract may be terminated by either the City or the Consultant, in whole or in part, at any time, by either party giving the other written notice of such termination, specifying the extent and effective date thereof, but not sooner than thirty (30) days from date of such notice, providing that the Consultant shall complete and be compensated for any projects or duties previously assigned and accepted, and shall be compensated for all expenses incurred or committed to, that cannot be canceled.

13. CONTRACT ADMINISTRATION. This Contract shall be administered by Harry E. Gallaher on behalf of the Consultant and by Steve Pilcher on behalf of the City. Any written notices required by terms of this contract shall be served or mailed as follows:

If to the City:

City of SeaTac  
Attn: Steve Pilcher  
4800 S. 188<sup>th</sup> St.  
SeaTac, WA 98188-8605  
Phone: 206-973-4832  
Email: [spilcher@ci.seatac.wa.us](mailto:spilcher@ci.seatac.wa.us)

If to the Consultant:

Lockridge Grindal Nauen P.L.L.P.  
Attn: Harry E. Gallaher  
100 Washington Avenue S  
Suite 100  
Minneapolis, MN 55401

14. CONSTRUCTION AND VENUE. This Contract shall be construed in accordance with laws of this State of Washington. In the event of any litigation regarding the construction or effect of this Contract, or the rights of the parties pursuant to this Contract, it is agreed that venue shall be King County Superior Court, Maleng Regional Justice Center, King County, Washington.

15. MERGER AND AMENDMENT. This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

CITY OF SEATAC

By:   
Title: City Manager

Date: 7-17-18

CONSULTANT:

Lockridge Grindal-Nauen P.L.L.P.

By:   
Title: Managing Partner

Approved as to Form

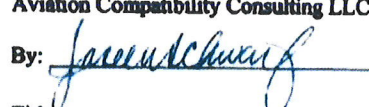
  
Legal Department

ABCx2, LLC

By:   
Title: Managing Partner

Date: June 28, 2018

Aviation Compatibility Consulting LLC

By:   
Title: President

Date: July 10, 2018

## **Attachment A**

### **Scope of Services**

1. Preliminary Review (Baseline Documentation) - Review all available and pending Seattle-Tacoma International Airport Master Plan (SAMP) documents and any available documentation on the Port of Seattle's Website – Establish a Baseline of existing issues, procedures, and review of any preliminary Environmental Assessment.
2. Review future FAA and airport environmental documents that may be released related to the SAMP or other airspace redesign and provide feedback and technical support on impacts within regulatory timeframe. At a minimum, this will include review of environmental scoping documents and review of the Draft Environmental Impact Statement.
3. Advocate on behalf of the client with the Port of Seattle.
4. Advocate on behalf of the client with the FAA. Support and advise client during FAA processes including any environmental review of SAMP or air traffic control changes.
5. Other tasks related to the environmental review identified above as mutually agreed to by the parties.

## **Amendment to Consultant Contract**

This Amendment to Consultant Contract is entered into by and between the City of Des Moines (the “City”) and Primacy Strategy Group, LLC (a partnership subsidiary of Lockridge Grindal Nauen, P.L.L.P.), and ABCx2, LLC (“collectively “Consultant”) dated June 3, 2021 (the “Contract”).

WHEREAS, the City of Des Moines (the “City”), through an Interlocal Agreement with the cities of Burien, Seatac and Normandy Park, has been identified as the administrator of that certain Consultant Contract dated July 17, 2018 (the “Contract”), and

WHEREAS, the City of Des Moines agrees to be bound by that July 17, 2018 contract and all subsequent amendments, and

WHEREAS, Primacy Strategy Group and ABCx2, LLC are also bound by the terms of the July 17, 2018 contract and all subsequent amendments, and

WHEREAS, the parties desire to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the forgoing, the parties agree that:

1. The term of the Contract is extended to December 31, 2023.
2. Compensation under the contract is revised to an amount not to exceed Two Hundred Seventy-Five Thousand dollars (\$275,000.00).
3. The City has requested that Consultant suspend the services effective January 1, 2020, until the SAMP SEPA and/or NEPA Environmental Review process is complete and any documents related to the SAMP Environmental Review are released for public review/comment, which could be until the end of 2021 due to the delay of the environmental process related to the SAMP.
4. Consultant agrees to so suspend all services and will not perform any work or bill the City for any services until the aforementioned documents are made available for public review/comment, or as otherwise directed in writing by the City prior to such date.
5. Any work assigned by the City, prior to release of the SAMP Environmental Review documents for public review/comment, will be done by Task Order specifying the terms of the Task Order therein as mutually agreed upon by the parties.
6. The parties acknowledge that the services will be performed by Primacy Strategy Group, LLC and ABCx2, LLC.
7. Except as amended hereby, the Contract remains in full force and effect according to its original terms.

*Signature page follows*

*Signature page to Amendment to Consultant Contract*

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

**CITY:**

\_\_\_\_\_  
Michael Matthias City Manager  
City of Des Moines, WA

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Tim George  
City Attorney

**CONSULTANT:**

PRIMACY STRATGEY GROUP, LLC

By \_\_\_\_\_  
Its: President & CEO

Date: \_\_\_\_\_

ABCx2, LLC

By \_\_\_\_\_  
Its: Managing Partner

Date: \_\_\_\_\_