



Urban Land
Institute

Arizona

CITY CLERK
ORIGINAL

5090 North 40th Street
Suite 210
Phoenix, AZ 85018
www.arizona.uli.org

C-9578
01/14/2015

District Council Leadership

Wellington "Duke" Reiter, FAIA, Chair
ASU Foundation
Steven La Terra, Vice Chair
Paradigm Private Equity Holdings, L.L.C.
Gary M. Linhart, Treasurer
ViaWest Group

Advisory Board

Eric Anderson
Maricopa Association of Governments
Steven A. Betts
Chanen Construction
Janice Cervetti, FASLA, FCELA
University of Arizona
Stephen Cleveland
City of Buckeye
Brian Dalke
City of Goodyear
Patrick Graham
The Nature Conservancy in Arizona
Michael S. Hammond, SIOR
PICOR Commercial Real Estate Services
Vanessa Hickman
Arizona State Land Department
James Horvath
Town West Realty
Heidi Kimball
Sunbelt Holdings
David J. Larcher
Vestar
Steve Lindley
Cassidy Turley
Michelle McGinty
DRA Strategic Communications
Brandy McLain
McLain Studio
Jeff Mongan
The Athens Group
Carl Mulac
AV Homes
Scott Nelson
Macerich
Heather Personne
Evergreen
David Roderique
Downtown Phoenix Partnership
Kurt Rosene
The Alter Group
Lance C. Ross, SIOR
Ross Property Advisors
David Rousseau
SRP
Nick Ruiz
Paradigm Tax Group
Paul Salinas
Wetta Ventures LLC
David C. Scholl
Vintage Partners
Martin "Marty" Shultz
Brownstein Hyatt Farber Schreck
Mark Slapp
Arizona State University
Debra Stark, AICP
Maricopa County
Jennifer Understahl
Perkins Cole
Greg Vogel
Land Advisors Organization

Staff

Debra Z. Sydenham, FAICP
Executive Director
Kristen Busby, AICP
Director
Carrie Martin
Manager
Stacey Haggerson
Associate

**The Urban Land Institute – Arizona
Technical Assistance Panel Agreement**

City of Glendale, Arizona

ULI-the Urban Land Institute, Arizona District Council (Institute or ULI maintains a Technical Assistance Panel Committee (AzTAP) for the purpose of benefiting the general public through improved planning and utilization of urban land. The City of Glendale (Sponsor) wishes to obtain advice and recommendations from the Institute on issues related to the Centerline district of the downtown Glendale core. Pursuant to this Agreement, the Institute agrees:

1. To provide a panel composed of members of the Institute and others who collectively have a varied and broad experience and knowledge applicable to the particular problems to be considered.
2. To arrange for the panel members to visit the location upon which its recommendations are sought, prior to a Panel Day targeted to occur in the second half of 2015. During that time the panel, directly and through City of Glendale and ULI District Council staff, and AzTAP Committee, will study the designated area; and may consult with public and private officials, representatives of other relevant organizations, and other individuals familiar with the problems/issues involved; and prepare its conclusions and *recommendations which will be presented to the Sponsor and its invited guests in oral form during the on-site Panel Day.*
3. To provide Sponsor with twenty (20) hard copies and one (1) electronic version of a comprehensive written summary report of Panel Day, developed by a professional technical writer. ULI staff will coordinate with Sponsor any additional desired deliverables, at Sponsor expense, and included in the cost recovery fee.
4. To provide Sponsor with a PowerPoint presentation in executive summary format.

The Sponsor agrees, at its expense:

1. To furnish each panel member, ULI AzTAP project subcommittee and ULI Arizona District Council staff, not less than 10 business days in advance of Panel Day, a Briefing Book containing pertinent background data in the form of reports, plans, charts, etc., as may be presently available or readily developed for the preliminary study of the panel, prior to its inspection on site. Briefing Book should not exceed 100 pages.



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2. To arrange (maps, transportation, guides, etc.) and conduct a tour of the subject area for the AzTAP Panelists, subcommittee, ULI staff and those from the City of Glendale deemed important to share background information and insight.
3. To arrange, insofar as possible, to have appropriate persons, including public and private officials, representatives of the relevant organizations, and others, available for the purpose of consulting with and furnishing information to the panel on specific matters relevant to the assignment as may be necessary and advisable during the Panel Day.
4. In return for the advice and recommendations of the ULI Arizona AzTAP panel, the Sponsor, through the City of Glendale Industrial Development Authority, agrees to pay the Institute the cost recovery sum of \$7,500. Fifty percent (50%) of the total will be paid upon signing of this agreement. Forty five percent (45%) will be paid when the Panel Day occurs. The remaining five (5%) will be paid upon the Sponsor's receipt of the final summary report. In the event the Sponsor cancels the panel assignment, the initial payment is non-refundable and Sponsor shall be responsible for any additional costs incurred by ULI up to the date of cancellation.

It is understood that the cost recovery fee paid by the Sponsor to the Institute is to be used to cover ULI's costs of the panel assignment. No monies are paid to any of the panelists. Panelist contributions are voluntary.

The Sponsor may make such noncommercial use of the report as it may deem desirable. It is further understood that the Institute may make such noncommercial use of the report prepared of the panel's findings and recommendations as it may deem desirable, and the Sponsor herewith specifically agrees that the Institute may publish and disseminate such report or any part thereof in conjunction with its research and educational programs.

ULI and its officers, directors, employees, agents, and affiliates shall not be responsible for liability or damages of any kind arising from the performance of services under this Agreement, unless such damages arise from gross neglect or intentional misconduct on the part of ULI. Sponsor will indemnify, defend, and hold ULI harmless and its respective subsidiaries and affiliates, and its respective officers, directors and employees harmless from such liability, provided that this indemnification will not apply to any claims arising solely out of ULI's negligence or willful misconduct in its performance relating to this Agreement. ULI's aggregate liability for damages of any nature shall be limited to the amount of the fee under this agreement. In no event will ULI be responsible for incidental or consequential damages arising out of the services it provides under this Agreement.



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ULI is acting in the capacity of an independent contractor hereunder and not as an employee, or agent of, or joint venture with Sponsor.

The performance of this Agreement by either party is subject to acts of God, war or threat of war, government regulation, acts of terrorism, disaster, fire, strikes, civil disorder, public health crises, curtailment of transportation facilities or other circumstance beyond the control of the parties unreasonably delaying or making it inadvisable, illegal or impossible for either party to perform its obligations hereunder. This Agreement may be terminated without penalty for any one (1) or more of such reasons by written notice from one party to the other; provided that the party delayed or unable to perform shall promptly advise the other party of such delay or impossibility of performance, and provided further that the party so delayed or unable to perform shall take reasonable steps to mitigate the effects of any such delay or nonperformance.

Neither party shall assign its rights or duties under this Agreement without prior written consent of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties and their successors and assigns.

This agreement constitutes the entire agreement between the parties regarding the services described herein and supersedes all prior agreements or understandings between the parties on this subject matter, whether written or verbal.

This Agreement may not be altered, amended or modified except by written document signed by all parties.

ULI agrees to the additional provisions as set forth in Addendum A attached hereto.



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The undersigned parties and their duly authorized agent(s) represent and warrant that they have authority to enter into this Agreement and hereby agree to the terms set forth above.

**Urban Land Institute
Arizona District Council**



Wellington Reizer, Chair

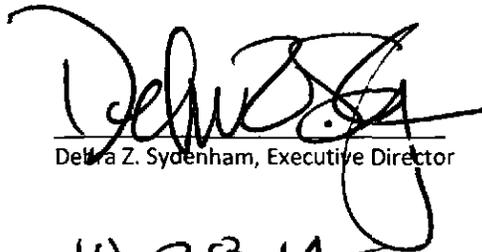
10.28.14
Date

**City of Glendale,
an Arizona municipal corporation**



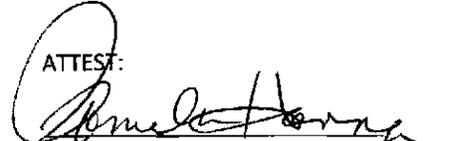
Brenda S. Fischer, City Manager

11/12/15
Date

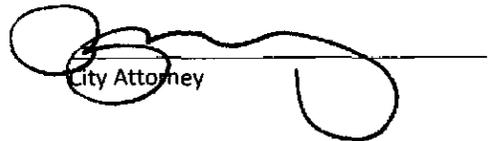


Delta Z. Sydenham, Executive Director

10.28.14
Date

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney



ADDENDUM A

ULI further agrees as follows:

I. Immigration Law Compliance.

- A. ULI, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale ("City") retains the legal right to inspect the papers of ULI or subcontractor employee who performs work under this Agreement to ensure that ULI or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, ULI shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. ULI agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. ULI agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. ULI also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. ULI's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

II. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.