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Stacey Haggerson  
Associate

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

### City of Bisbee, 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 land. The City of Bisbee (Sponsor) wishes to obtain advice and recommendations from the Institute on issues and opportunities related to creating a vibrant, thriving, and economically viable downtown. 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 issues to be considered.
2. To arrange for the panel members to visit the location upon which its recommendations are sought for a period of one day June 9, 2015 8:00am to approximately 5:00pm. During that time the panel, directly and through its staff, will study the designated area; and may consult with public and private officials, representatives of other relevant organizations, and other individuals familiar with the issues involved; and prepare its conclusions and recommendations which will be presented to the Sponsor and the Sponsor's invited guests in oral form at the close of the on-site assignment.
3. To provide Sponsor with a written summary report. The Sponsor will be provided with twenty (20) hard copies of the summary report. ULI staff will coordinate with Sponsor any additional desired deliverables, at Sponsor expense and included in the cost recovery fee.
4. To subsidize the cost recovery fee up to a maximum of \$5,000 through grant funding provided by the Union Pacific Building America Foundation and/or other grant funding sources.

It is understood that the cost recovery fee 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 agrees, at its expense:

1. To furnish each panel member and the AzTAP Committee, not less than 10 business days in advance of the panel meeting (panelists shall receive on or before May 30, 2015), 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. Two copies are to be sent to the ULI office. Briefing Book should not exceed 100 pages.

2. To arrange for the panel members to visit the location upon which its recommendations are sought and provide the panelists with appropriate maps and transportation to tour the area.
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 period of the panel's visit.

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.

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.

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.

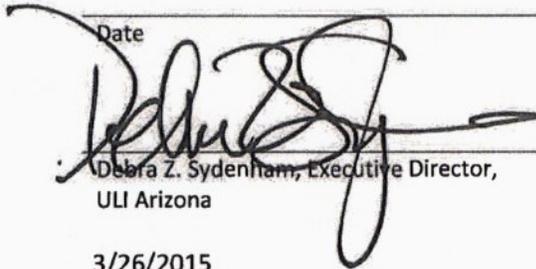
**Urban Land Institute  
Arizona District Council**



Wellington Reiter, Chair, ULI Arizona

3/26/2015

Date

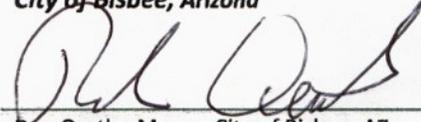


Debra Z. Sydenham, Executive Director,  
ULI Arizona

3/26/2015

Date

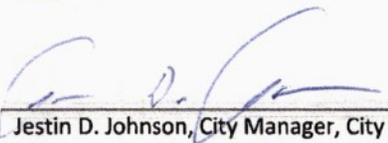
**City of Bisbee, Arizona**



Ron Oertle, Mayor, City of Bisbee, AZ  
or other signature authority

4/7/15

Date



Justin D. Johnson, City Manager, City of Bisbee  
or other signature authority

4-8-15

Date