

ULI-The Urban Land Institute Technical Advisory Panel Agreement

This Agreement (Agreement) constitutes a binding contract between Pasco County Board of County Commissioners and ULI - The Urban Land Institute (Institute or ULI), an Illinois Not for Profit Corporation. As part of its purpose, the Institute maintains an Advisory Services Program benefiting the general public through improved planning and utilization of urban land. The Institute conducts Technical Assistance Panels (TAPs) providing communities with unbiased, pragmatic advice on a variety of complex land development issues. TAPs are comprised of real estate, planning and development experts. The County desires to have an ULI TAP to evaluate a local initiated project for the Overpass Business Park to determine the property's development potential, and highest and best use. The detailed scope of the work is attached hereto and incorporated herein by reference as Attachment A.

For the purpose of this Agreement, the following are the Project Managers for the ULI and Pasco County, respectively:

- a. Siobhan O'Kane, Senior Manager
ULI Tampa Bay
4830 W Kennedy Blvd. #400
Tampa, Florida 33609
Siobhan.okane@uli.org
- b. David Engel, Program Administrator
Pasco County – Office of Economic Growth
West Pasco Government Center
8731 Citizens Drive
New Port Richey, Florida 34654
Dengel@mypasco.net

Pursuant to this Agreement, the Institute agrees:

1. To provide a TAP consisting of 6-8 member experts from the Tampa Bay, and possibly from other areas of Florida. The TAP consists of developers, real estate professionals, architects, urban designers, engineers and other community liaisons that are experts in business park development and non-residential regional real estate markets.
2. To convene a 2-day TAP session which will include a County sponsored field investigation, interview designated stakeholders; and hold a discussion panel considering project objectives and questions.
3. Provide the County Project Manager with an electronic draft copy of recommendations prior to the final written report for comment.
4. After receiving comments from the County on the draft document, within

six to eight weeks from the conclusion of the TAP session, the Institute will deliver to the County Project Manager a written and separate electronic copy of the final report.

5. To absorb the travel and living expenses of its panel and staff while on site, with the exception of breakfast and lunch that will be provided by the County for the two-day panel outlined below.
6. To provide customary workers compensation and liability insurance for the panel members and the Institute's employees.

The County agrees, at its expense:

1. To furnish each panel member 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 Project Manager.
2. 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.
3. The County is responsible for providing suitable meeting facilities to host the TAP and interviewees; and for catering breakfast and lunch to the panel over the 2-day period.
4. The County will review and provide any factual edits necessary upon receipt of the draft recommendations.
5. In return for the advice and recommendations of the Institute, the County will pay the Institute \$20,000.00. A \$15,000.00 payment is due prior to the commencement of the 2-day TAP Session and the final \$5,000.00 payment is due within 45 days upon County receipt of the final report.

It is understood that the fee paid by the County to the Institute is to be used to cover the costs of the panel assignment and; to support and encourage the Institute's research and educational programs, as described in the following paragraph.

The County 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 consisting of the panel's findings and recommendations as it may deem desirable. The County herewith specifically agrees that the Institute may publish and disseminate such report or any part thereof in conjunction with its research and educational programs.

The Institute agrees to inform the County of any such use, publication, or dissemination.

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

The performance of this Agreement by either party is subject to acts of God, nature, 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.

This Agreement shall be subject to and construed under the laws of the State of Florida. Venue for any litigation arising there from shall be located in the Sixth Judicial Circuit in and for Pasco County, Florida (Westside). In the event of any litigation, the prevailing party shall recover attorney's fees and other costs incurred.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
on the 23rd day of October, 2018.

[SEAL]

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

PAULA S. O'NEIL, PH.D
CLERK AND COMPTROLLER

By: _____
MIKE WELLS, CHAIRMAN

Witness:

**ULI - The Urban Land Institute,
an Illinois Not for Profit Corporation:**

Carol Stricklin

By: *[Signature]*

Barry Karpay
Chair, Urban Land Institute Tampa Bay

Signature of Witness

Carol Stricklin

Print Name of Witness

Date: *10/18/18*

[Signature]

Signature of Witness

Jenna Wylie

Print Name of Witness