



ULI-The Urban Land Institute— Advisory Services (ASP) Agreement [City of Meridian, Idaho]

This Agreement constitutes a binding contract between **City of Meridian (“Sponsor”)** and **ULI-the Urban Land Institute (“Institute” or “ULI”)**. As part of its purpose, the Institute maintains a virtual Advisory Services Program (vASP) for the purpose of benefiting organizations, governments, institutions and the general public through improved planning and utilization of land. The Sponsor wishes to obtain advice and recommendations from the Institute on development and planning issues associated a variety of land use, real estate and organizational structure issues using the Institute’s Advisory Services Panel Program. The Scope of this agreement is provided in Attachment A.

Pursuant to this Agreement, the Institute agrees:

1. To provide a 3-day Advisory Services 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 for a period of not less than five days, starting on or about May 16, 2022. During that time the panel, directly and through its staff, will study the designated area; consult with public and private officials, representatives of other relevant organizations, and other individuals familiar with the problems involved; and prepare its conclusions and recommendations which will be presented to the Sponsor and its invited guests in oral form at the close of the on-site assignment. It is understood that the timing of this panel may change due to the COVID Pandemic and that an alternative date, mutually agreeable between Sponsor and ULI, may be chosen.
3. To promptly, provide the Sponsor with a written letter report that summarizes its conclusions and recommendations (the “Report”).
4. To absorb the technological expenses of its panel and staff during the duration of the vASP engagement.
5. To absorb the travel and living expenses of its panel and staff while on site.

The Sponsor agrees, at its expense:

6. To furnish each panel member, not less than 14 days in advance of the panel meeting, such 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. Unless otherwise discussed, these materials will be posted to a centralized online repository for access by panelists (e.g. dropbox, google drive).

7. To coordinate and invite, insofar as possible, to have appropriate persons, including public and private officials, representatives of the relevant organizations, and others, available through electronic media 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 stakeholder engagement component of the vASP.
8. Identify an impact liaison and participate in various activities associated with gathering data and measuring panel impact in partnership with ULI's Advisory Services' Impact Analysis Pilot Program.
9. The cost of the 3-day Advisory Services Panel is \$15,000, which will be paid upon the presentation of the panel's recommendations. 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 fee paid by the Sponsor to the Institute is to be used to cover the costs of the panel assignment and development of the Report.

The Sponsor may not make commercial use of the Report, but may make noncommercial use of the Report, including those findings and recommendations from the panel, as it may deem desirable. The Sponsor hereby specifically agrees that the Institute may publish and disseminate such report or any part thereof in conjunction with its noncommercial research and educational programs.

To the extent allowed by law, including, but not limited to, Title VIII, Chapter 3, Idaho Constitution, each party shall indemnify, save, defend and hold harmless the other, its elected/appointed officials, officers, directors, employees and agents from any and all liability, claims, suits, demands, actions, damages and expenses (including reasonable attorney fees) of whatsoever kind and by whomsoever brought against the indemnified party, its elected/appointed officials, officers, directors, employees and agents, arising from or in connection with any willful or grossly negligent act, error or omission of the indemnifying party, its elected/appointed officials, officers, directors, employees, and agents in the performance of this Agreement. Each party's aggregate liability for damages of any nature shall be limited to the amount of the payment authorized under this agreement. In no event will either party 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 venturer 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.

Either party shall have the right to assign this Agreement to an affiliate upon prior written notice to the other party. In all other instances, 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.

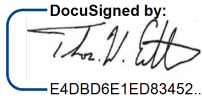
This agreement constitutes the entire agreement between the parties regarding the services described herein and supersedes all prior agreements or understandings between the parties on this subject matter, whether written or verbal.

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 State of Idaho. The undersigned parties and their duly authorized representatives represent and warrant that they have authority to enter into this Agreement and hereby agree to the terms set forth above.

ULI—the Urban Land Institute

City of Meridian



Tom Eitler, Senior Vice President

Robert E. Simison, Mayor

November 19, 2021 | 12:43 PM EST

Date

Date

Name/Title

Date

Date

Attachment A

Key Scope Questions

1. Equitability and Access

- a. What are strategies for Meridian to increase equitable access to the existing trail system, and how can connectivity across “missing teeth” and major gaps be improved?
- b. How can the City address and surmount existing barriers to connectivity such as the interstate corridor, major roadways, and canals/waterways?
- c. How to carve pedestrian access through older (often less affluent) areas that were developed prior to implementation of the Pathways Master Plan.

2. Brand Identity and Visibility

- a. What are strategies to enhance awareness of the pathway system, increase visibility, and create a pathway brand?
- b. How can wayfinding be improved for new and existing pathway users? And also for users of all ages, abilities, and technological orientations (those who are uncomfortable with technology, or simply want to unplug).
- c. How can Meridian promote more activation and activity along the pathway system?

3. Partnerships and Implementation:

- a. What are potential funding models to reliably fund pathway easements and construction projects for the pathway system?
- b. What are strategies for obtaining easements without eminent domain, and how can the easement purchase process be improved and standardized?
- c. How can we employ innovative/emerging strategies for working with multiple property owners along canals to foster community collaboration towards connectivity?
- d. Recommendations for types of consultants that specialize in easement acquisition.