

Contract Between
City of Norman and
The Urban Land Institute
Regarding Griffin Memorial Hospital Site

This CONTRACT, made this _____ day of January 2015, by and between the City of Norman ("Sponsor") and ULI-the Urban Land Institute ("Institute" or "ULI") in order for the Sponsor to obtain advice and recommendations from the Institute on future development and planning issues for Griffin Memorial Hospital site.

WHEREAS, the City of Norman and the Oklahoma Department of Mental Health and Substance Abuse Services ("ODMHSAS") have joined in an effort to identify possible future uses and redevelopment of the Griffin Memorial Hospital land located in Norman, Oklahoma that will benefit both the agency and the city as a whole; and

WHEREAS, the Griffin Redevelopment Vision Steering Committee was formed to assist ODMHSAS and the City in identifying future development opportunities and proposing goals for the project; and

WHEREAS, the Urban Land Institute (ULI) provides a service to community through their Advisory Services Panel Program to find creative, practical solutions for challenging issues facing a community; and

WHEREAS, ULI Panels include the best and brightest from ULI's diverse membership including developers, planners, financiers, market analysts, economists, architects and public officials to provide practical and candid advice that is not available from other sources.

THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

I. Duties of the Institute:

- a. 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.
- b. 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 April 26, 2015. 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.

- c. To provide the Sponsor with a full-color written summary of its conclusions and recommendations illustrated with photographs and drawings, as appropriate. The sponsor will be provided a draft copy of the report within 90 days of the panel completion.
- d. To absorb the travel and living expenses of its panel and staff while on site.
- e. To provide customary workers' compensation and liability insurance for the panel members and the Institute's employees.
- f. See **Attachment A** for a draft Scope of Work that is attached hereto and made a part hereof.

II. Duties of the Sponsor:

- a. To furnish each panel member, not less than ten (10) 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. Two copies are to be sent to the ULI Project Manager.
- b. 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.
- c. In return for the advice and recommendations of the Institute, to pay the Institute the total sum of \$125,000. The first installation of \$60,000 will be paid upon signing of this agreement. The second installment of \$60,000 will be paid upon presentation of the panel's recommendations. The third and final payment of \$5,000 will be paid when the Sponsor receives the final 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 fee paid by the Sponsor 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.

III. Use of the Final Report

- a. 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.

IV. Indemnification

- a. 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 negligent act, error or omission of the indemnifying party, its elected/appointed officials, officers, directors, employees, and agents in the performance of this Contract.
- b. Each party's aggregate liability for damages of any nature shall be limited to the amount of the fee 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 Contract.

V. Role of Institute

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

VI. Force Majeure

- a. The performance of this Contract 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.

VII. Termination and Assignment

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

VIII. Entire Agreement

- a. This Contract 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.

IX. Modification

- a. This Contract may not be altered, amended, or modified except by written document signed by both parties.

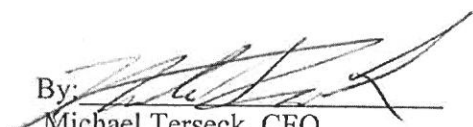
X. Choice of Law

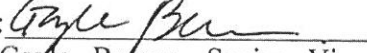
- a. This Contract shall be subject to and construed under the laws of the State of Oklahoma.

In WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date first above written.

ULI:

URBAN LAND INSTITUTE

By: 
Michael Terseck, CFO

By: 
Gayle Berens, Senior Vice President,
Education & Advisory Group

CITY:

THE CITY OF NORMAN, OKLAHOMA

By: _____
Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this ____ day of January 2015.