



AGREEMENT

This Agreement is by and between the Town of Munster Indiana ("Town") and Town Planning & Urban Design Collaborative LLC ("TPUDC" or "Consultant") entered into on August 31, 2021.

PREAMBLE

The Town has asked TPUDC to assist with edits to the Town of Munster Form-Based Code InDesign Document (the "Project") which are more fully described below and TPUDC has agreed to provide such services.

This Agreement contains the following sections:

- I. Basic Services
- II. Terms and Conditions
- III. Signatures

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. BASIC SERVICES

A. SCOPE OF WORK

The Consultant shall perform the Scope of Work described in Appendix A: Scope of Services

B. INFORMATION PROVIDED BY THE CLIENT

- B.1 The Client will be responsible for providing all data and information to the Consultant necessary for the Consultant to complete the Scope of Work.
- B.2 The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client.

C. COMPENSATION

- C.1 The Consultant shall be compensated on an hourly basis according to the rates in Appendix B: Rate Schedule not to exceed \$3500 without written authorization.
- C.2 Fees and expenses will be invoiced monthly based, as applicable, upon the actual services performed and expenses incurred as of the invoice date. Invoices for services rendered and expenses incurred pursuant to this Agreement shall be due as within 30 days of receipt by Client. Any invoice unpaid after 30 days of submission to Client shall bear interest at the rate of 1.5% compounded monthly.

II. TERMS AND CONDITIONS

A. The Client's Responsibilities

Client shall be responsible for performing the following tasks in conjunction with the Project:

- A.1 Client will provide supplementary information that may be requested from time to time during the course of the Project.
- A.2 The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client unless patently erroneous. Any revisions to the Consultant's deliverables caused by inaccurate, outdated, or incomplete information provided by the Client, will be considered an Additional Service.

B. Termination

- B.1 If the Client fails to make payment when due for service and reimbursable expenses as previously specified herein, the Consultant may, upon thirty days written notice, terminate the Agreement. Unless payment in full is received by the Consultant within thirty days of the receipt of the notice, the termination shall be final without further notice. In the event of such termination, the Consultant shall have no liability for delay or damage caused by such termination.
- B.2 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party for any reason. In the event of such termination, the Consultant shall have no liability for delay or damage caused by such termination.
- B.3 In the event this Agreement is terminated, Client shall pay Consultant for all direct costs, services and/or work undertaken in performance of its obligations hereunder up to the date of termination, including any Services performed but not invoiced as of the date of termination.

C. Miscellaneous Provisions

- C.1 The Agreement shall be governed by the law of the State of Tennessee in the United States of America.
- C.2 The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of the Agreement. Neither the Client nor the Consultant shall assign the Agreement without the written consent of the other.
- C.3 The Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant.
- C.4 Nothing contained in the Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- C.5 Title and paragraph headings are for reference and are not a part of the Agreement.
- C.6 In the event of conflict between the terms of the Agreement and any terms or conditions contained in any attached documents, the terms of the Agreement shall rule.
- C.7 No waiver or breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- C.8 Should any provision, paragraph, sentence, word, or phrase contained in the Agreement be determined to be invalid, illegal, or otherwise unenforceable, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with law, or else the same shall be deemed severable. In any event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- C.9 This Agreement is valid only if executed by the Client and the Consultant within 30 days of the other.
- C.10 The appendices attached hereto are made a part hereof as if fully set forth herein.
- C.11 All notices and communications given pursuant to the Agreement shall be in writing and delivered by email, personal service, or by registered mail to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being post-marked or the date of the actual receipt, whichever is earlier.

CLIENT:
Town of Munster
Attention: Dustin Anderson
1005 Ridge Road
Munster, IN 46321
danderson@munster.org
cc: tvanderwoude@munster.org

CONSULTANT:
Town Planning & Urban Design Collaborative LLC
Attention: W. Brian Wright
1027 Westhaven Boulevard
Franklin, Tennessee 37064
brian@tpudc.com
cc: emily@tpudc.com

III. SIGNATURES

If you concur with all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain one copy, and return another to us for our files. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter.

ACCEPTED AND AGREED:

Client
Town of Munster, Indiana

Dustin Anderson
Town Manager

Date: _____

Consultant
Town Planning & Urban Design Collaborative LLC



W. Brian Wright
Principal

Date: _____ August 31, 2021

Appendix A:

Scope of Services

Additional Edits to the Town of Munster Zoning Ordinance

The Consultant will make the requested edits provided by the Client to the Zoning Ordinance InDesign Document.

Appendix B:

Rate Schedule

Where this Agreement provides for Client's payment to Consultant of compensation on an hourly basis, professional fees shall accrue, and compensation shall be paid in accordance with the following hourly and daily rate schedule:

<u>Position</u>	<u>Hourly Rates</u>
Principal	\$250
Director of Coding	\$250
Director of Implementation	\$200
Project Manager	\$185
Planner	\$165
Graphic Designer	\$110
Administrative/Coordinator	\$70

Consultant reviews its hourly rates each calendar year and reserves the right to modify its rate schedule at such time. Consultant will provide Client with written notification in advance of any such change.