

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE CHATTANOOGA-HAMILTON COUNTY REGIONAL PLANNING AGENCY TO ENTER INTO A CONTRACT WITH CODE STUDIO, INC. FOR PROFESSIONAL SERVICES TO DEVELOP A DOWNTOWN FORM-BASED CODE, IN THE AMOUNT OF ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED SEVENTY-FOUR DOLLARS (\$199,974.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that the Chattanooga-Hamilton County Regional Planning Agency be and is hereby authorized to enter into a contract with Code Studio, Inc. for professional services to develop a Downtown Form-Based Code, in the amount of \$199,974.00.

ADOPTED: _____, 2014

/mem

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CHATTANOOGA-HAMILTON COUNTY REGIONAL PLANNING AGENCY
AND CODE STUDIO, INC.**

This Professional Services Agreement is made as of _____, 2014, by and between the Chattanooga-Hamilton County Regional Planning Agency, a political subdivision of the State of Tennessee (City) and Code Studio, inc., a professional corporation located in Austin, Texas (Consultant).

WHEREAS, City desires to engage Consultant to perform certain services relating to the preparation of a new form-based code for five downtown neighborhoods;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, City and Consultant agree as follows.

- A. Scope of Agreement. Consultant's relationship to City shall be that of independent contractor; at all times this relationship shall be governed by and be in strict compliance with the terms of this Professional Services Agreement.
- B. Professional Services. Consultant shall furnish services to City as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. [ATTACH SCOPE]
- C. Deliverables and Schedule. Consultant shall begin its services promptly after receipt of an executed copy of this Agreement and shall complete the services and deliverables on or prior to **October 16, 2015**. Times for performance shall be extended for periods of delay resulting from circumstances over which Consultant has no control.
- D. Compensation and Hourly Rates. For services provided by Consultant as described in Exhibit A, City shall compensate Consultant each month based upon the percent complete for the sum allocated to each task as set out in Exhibit B, along with reasonable travel expenses. A maximum, not-to-exceed fee (including expenses) of **\$199,974.00** has been set. Invoices shall be submitted to the City monthly. Payment of each invoice is due to Consultant within **30 days** of receipt by City. [ATTACH BUDGET]
- E. City Responsibilities. Client agrees to provide Code Studio with all information, plans, regulations, reports, professional recommendations and any other related items requested by Consultant in order to provide its professional services. Consultant may rely on the accuracy and completeness of these items. City

agrees to provide the items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Consultant's services.

- F. Subcontracting and Assignment. Any subcontractor relationships or assignment of this Agreement must first be approved by the City.
- G. Conflict of Interest. Consultant agrees that it has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services under this agreement. Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed.
- H. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon fourteen days written notice for any reason and with no fault of the terminating party. In the event of any termination, Consultant shall be paid for all services rendered to date of such termination.
- I. Suspension of Work. Upon not less than seven days written notice, Consultant may suspend the performance of its services if City fails to pay Consultant in full within 60 days of an invoice for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to City's nonpayment.
- J. Mediation. City and Consultant agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to both parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.
- K. Ownership of Documents. City shall be the sole owner of all documents prepared under this Agreement; however, Consultant shall have the right to use examples of such work for marketing purposes, and to modify such work for other clients. All documents prepared in the performance of this Agreement shall be delivered to City before final payment is made to Consultant.
- L. Amendments. This Agreement is the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.
- M. Severability. Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the enforceability of that

provision or the remainder of this Agreement.

IN WITNESS WHEREOF, City and Consultant have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

CODE STUDIO, INC.

By: _____
Lee D. Einsweiler, President

CITY OF _____

By: _____

Title: _____

**EXHIBIT A
SCOPE OF WORK**

[INSERT WORK SCOPE]

**EXHIBIT B
BUDGET ESTIMATE**

[INSERT BUDGET]