

Rev. 4/19

**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Shawnee, OK, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Unified Development Code.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of Three Hundred Forty-Four Thousand Four Hundred Ninety-Two Dollars, \$344,492.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

**Freese and Nichols, Inc.**

DocuSigned by:  
By: Wendy Shabay  
32200FB34BC24B4...  
wendy shabay  
Print Name and Title

Date: 12/31/2021

DocuSigned by:  
ATTEST: LaToya Goodwin  
3038E3C09B4D48B...

**City of Shawnee, OK**

DocuSigned by:  
By: Andrea Weckmüller-Behringer  
312F137F2FCA4E8...  
Andrea Weckmüller-Behringer, City Manager  
Print Name and Title

Date: 1/20/2022

DocuSigned by:  
ATTEST: Lisa Lasyone  
312F137F2FCA4E8...



## SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

### ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

### PROJECT UNDERSTANDING

The City of Shawnee adopted a new comprehensive plan, Shawnee Next Horizons, in October 2019. This policy document sets forth recommendations for programs, projects, and policies that will shape growth and development for the coming decades. To accomplish the community's shared vision that is the foundation of the comprehensive plan, Shawnee's land development regulations need to be aligned with the plan. The City's current subdivision regulations were adopted in 1990, the sign regulations in 1999, and the zoning code in 2014. These documents and other related ordinances and policies need to be reviewed, modernized, and integrated into a Unified Development Code that will support the City's desired development patterns and concepts.

The City's existing Subdivision Regulations contain technical data and design guidance that is typically addressed in a separate Engineering Design Criteria Manual (EDC) and Standard Specifications. These documents are resources for design professionals and staff to ensure infrastructure that will be accepted by the City, after proper installation and inspection, is consistent and meets minimum standards. City staff has initiated this effort by developing a draft EDC which is still a work in progress. As part of this project, FNI will provide a third-party review of completed work, a technical memo identifying recommended changes or updates, and support with any needed specifications and/or construction details to complete this document. The EDC will be referenced in the UDC allowing the City flexibility in addressing design and material changes based on industry standards, innovation, and best practices.

### SCOPE OF SERVICES

FNI will consolidate the City's Zoning Code (Ordinance #2545NS; 2014), Sign Regulations (Sign Code; 2002), and Subdivision Regulations (Ordinance #1549NS; referenced in Chapter 22 – Article I; 1990) into a streamlined Unified Development Code (UDC) to provide a single point of reference for all land development regulations. Chapter 22 in the current City Code will be shaped into the new UDC. While most Articles in this chapter will remain a part of the new UDC, FNI will work with City staff to determine the most appropriate disposition of the following:

- Article IV. Citizen's Advisory Committee on Sustainability
- Article VIII. Comprehensive Plan
- Article IX. Arts in Public Places

Development of the Unified Development Code (UDC) and Engineering Design Criteria (EDC) will occur in the following five (5) phases:

- Phase 1: Code Diagnostic & Analysis Report
- Phase 2: Draft UDC
- Phase 3: UDC Refinement and Adoption
- Phase 4: Engineering Design Criteria
- Phase 5: Optional Services

## PHASE 1: CODE DIAGNOSTIC & ANALYSIS REPORT

A Code Diagnostic & Analysis Report will be produced to lay the foundation for revising the existing Codes. Spending focused effort during this Diagnostic phase will help streamline the remainder of the process by identifying issues with all Code users and stakeholders, discussing potential resolutions, and building consensus for the most appropriate course of action.

One of the particularly important findings of the Code Diagnostic & Analysis Report will be a determination of whether a traditional, form-based, or hybrid zoning approach is most appropriate. Key considerations include effectively implementing the vision of the updated Comprehensive Plan while ensuring that regulations are simple for applicants to understand and City Staff to administer.

The Code Diagnostic & Analysis Report will include a public engagement process to verify that the new UDC is reflective of the City's development objectives.

A project website will be developed to allow access to information and draft content after it has been reviewed by the City. Educational information and virtual participation for stakeholders who prefer to engage online will be offered through the website. Contact information for the project team and City staff and an option for public comments and questions will be provided. The project website will be linked to the City's website and promoted by the City through current communication channels.

FNI will conduct a series of interviews with Code users and stakeholders, conducted virtually over the course of two days, including:

- Planning Commission members
- City Commission members
- Zoning Board of Adjustment
- City Manager's Office
- Community Development Department
- Public Works/Engineering Department
- Shawnee Forward
- Emergency Service Departments
- Homebuilders Association
- Board of Realtors members
- Banking community

FNI will work with City staff to structure these interviews and manage logistics. Some stakeholders may be grouped (e.g., City Departments) for efficiency and to support collaboration. In addition to stakeholder interviews, FNI will facilitate a Community Open House. This meeting is anticipated to occur simultaneously in-person and virtually.

FNI will develop a draft of the Code Diagnostic and Analysis Report based on a review of existing regulations and the City's comprehensive plan and in response to stakeholder and community feedback. Upon completion, FNI will coordinate a presentation to the Planning Commission to review the report and answer questions. Staff will then present the report and the Planning Commission's recommendation (to accept the report) to the City Commission to ensure they are informed of the project and support proceeding with the development of the UDC.

**Deliverables:** Project website  
Code Diagnostic & Analysis Report (provided in digital format)

**Meetings:** #1: Project kickoff (in-person)  
#2-3: Stakeholder Interviews – 2 days (virtual)  
#4: Community open house (in-person and virtual)

- #5: Review draft report with staff (in-person or virtual)
- #6: Present Code Diagnostic & Analysis Report to Planning Commission (in-person)
- #7: Attend and provide support for CC meeting (Report to be presented by City staff)

## PHASE 2: DRAFT UDC

Using the Code Diagnostic & Analysis Report as a guide, the second phase of this effort will include the development of districts, use listings, standards and processes to administer zoning and development activities for the City. Key issues that may be addressed in the Draft UDC include:

- Illustrations whenever possible to clearly depict intent of regulations
- Flexibility to allow for higher quality, creative developments
- Innovative subdivision/lot design to create dynamic and desirable neighborhoods
- Streamlined procedures
- Updated terms and definitions
- Reorganization of the regulations to improve readability and administration
- Inclusion of housing types to support choice and affordability
- Review of permitted and special uses and applicable additional conditions
- Review and update of parking requirements
- Modernized sign regulations that represent best practices and current statutory requirements
- Overall consistency and alignment with the policies of the Comprehensive Plan
- Other issues identified in Code Diagnostic and Analysis Report

This phase follows a work plan that focuses on specific segments of regulations to allow for intensive review. For each section, FNI will prepare a draft document, provide the draft to City Staff for approximately 2-4 weeks of review, then meet with City Staff to discuss feedback and resolve any issues. This process will be repeated for each section, then a final comprehensive review will be conducted to address any remaining items. Once City Staff's comments and concerns have been addressed, the draft UDC will be finalized.

In lieu of formal presentations or meetings, staff will utilize the project website and draft review materials to address inquiries and provide interim updates for the Planning Commission and City Commission during this phase of the project.

The UDC will consolidate existing land development regulations. Work will be performed in sections addressing the following sections:

1. General provisions
2. Subdivision regulations
3. Design standards
4. Zoning (part 1)
5. Zoning (part 2)
6. Signs

An initial draft will be generated by compiling the City's existing land development regulations into a single document that is reorganized to address the structure of the UDC. That document will then be updated, tracking changes, to identify new and changed content.

As each section is drafted, FNI will meet with staff (virtually) to review the section. The draft will be provided for staff to conduct a 2-week internal review. After receiving a consolidated set of written comments, FNI will revise and refine each section. When all sections have been reviewed and revised, FNI will provide one complete draft of the UDC. After the two-week staff review, FNI will meet with staff to discuss the complete

## ATTACHMENT SC - PLANNING

draft and any items that need further review or editing before conducting a workshop for the Planning Commission (see phase 3).

**Deliverable:** Draft Unified Development Code (provided in digital format)

**Meetings:** #8-13: Review draft sections with staff (6 virtual meetings)

#14: Comprehensive review of draft UDC with staff (1 virtual meeting)

### PHASE 3: UDC REFINEMENT AND ADOPTION

The final phase of the UDC project will guide the City through the adoption process. This step will result in the adoption of the new UDC to serve the City moving forward.

FNI will present a joint workshop for the Planning Commission and City Commission to provide an overview of the final draft of the UDC and an opportunity for discussion before placing the UDC on public hearing agendas.

FNI will participate one Planning Commission public hearing followed by one City Commission public hearing to support adoption of the UDC.

**Deliverable:** Final Adopted Unified Development Code (provided in digital format)

**Meetings:** #15: Joint Planning Commission and City Commission workshop

#16: Planning Commission public hearing

#17: City Commission public hearing

### PHASE 4: ENGINEERING DESIGN CRITERIA AND STANDARD SPECIFICATIONS

FNI will review the City's existing Subdivision Regulations and the draft EDC that has been prepared by City staff. FNI will develop a technical memo outlining recommended changes or considerations for completion of the EDC and Standard Specifications.

Using the technical memo FNI will develop a complete draft of the EDC, which will be provided to City staff for an internal review. After a 2-to-4-week review, FNI will refine the draft EDC and develop needed Standard Specifications based on best practices and guidance from City staff. FNI will develop an initial document for review by City Staff and check in with questions and an intermediate draft for staff review. FNI will complete the document and one last staff review before providing the final document for approval.

**Deliverables:** Technical Memo

Draft EDC

Final EDC and Standard Specifications

**Meetings:** #18: Staff Interviews

#19: Staff Review (Initial)

#20: Staff Review (Midpoint check-in)

#21: Staff Review (Final)

### PHASE 5: OPTIONAL SERVICES

Working with staff, FNI will create a development manual to support internal and external users of the new Unified Development Code. The manual will include flow charts, application forms and step-by-step instructions for submittal and review of development applications. Policies related to notification, meeting procedures, and other related activities will be documented and included in the manual.

ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows:

- A. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- B. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- D. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- E. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- F. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- H. Providing document revisions in excess of those outlined in Article I.

ARTICLE III

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **24 Months** from the project kickoff meeting.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

**RESPONSIBILITIES OF OWNER:** Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and Client designate the following representatives:

Owner's Project Representative	Name: Seth Barkhimer, P.E. E-mail: <a href="mailto:Seth.barkhimer@shawneeok.org">Seth.barkhimer@shawneeok.org</a> Phone: (405) 878-1506
Owner's Accounting Representative	Name: Jacob Bussell E-mail: <a href="mailto:Jacob.bussell@shawneeok.org">Jacob.bussell@shawneeok.org</a> Phone: (405) 878-1610
FNI's Project Representative	Name: Dawn Warrick E-mail: <a href="mailto:Dawn.warrick@freese.com">Dawn.warrick@freese.com</a> Phone: (539) 202-1818 office (918) 949-8765 mobile
FNI's Accounting Representative	Name: Stephanie Kirchstein E-mail: <a href="mailto:Stephanie.kirchstein@freese.com">Stephanie.kirchstein@freese.com</a> Phone: 214-217-2212

**COMPENSATION**

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Three Hundred Forty Four Thousand Four Hundred Ninety Two Dollars (\$344,492).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify CLIENT for CLIENT's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<b>Position</b>	<b>Hourly Rate</b>	
	<b>Min</b>	<b>Max</b>
Professional 1	71	131
Professional 2	89	139
Professional 3	108	202
Professional 4	135	216
Professional 5	164	310
Professional 6	174	353
Construction Manager 1	79	156
Construction Manager 2	96	168
Construction Manager 3	148	198
Construction Manager 4	182	256
CAD Technician/Designer 1	63	130
CAD Technician/Designer 2	92	140
CAD Technician/Designer 3	118	184
Corporate Project Support 1	46	111
Corporate Project Support 2	65	155
Corporate Project Support 3	93	236
Intern / Coop	38	95

**Rates for In-House Services and Equipment**

<b><u>Mileage</u></b>	<b><u>Bulk Printing and Reproduction</u></b>		<b><u>Equipment</u></b>	
Standard IRS Rates			Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	Pressure Data Logger (each)	\$200
	Large Format (per sq. ft.)		Water Quality Meter (per day)	\$100
	Bond	\$0.25	Microscope (each)	\$150
	Glossy / Mylar	\$0.75	Pressure Recorder (per day)	\$100
	Vinyl / Adhesive	\$1.50	Ultrasonic Thickness Gauge (per day)	\$275
			Coating Inspection Kit (per day)	\$275
	Mounting (per sq. ft.)	\$2.00	Flushing / Cfactor (each)	\$500
	Binding (per binding)	\$0.25	Backpack Electrofisher (each)	\$1,000
			<b><u>Survey Grade</u></b>	<b><u>Standard</u></b>
			Drone (per day)	\$200
			GPS (per day)	\$150
				\$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2021.**



**TERMS AND CONDITIONS OF AGREEMENT**

1. **DEFINITIONS:** The term Client as used herein refers to the City of Shawnee, OK. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<b>Commercial General Liability</b> General Aggregate      \$2,000,000  <b>Automobile Liability (Any Auto)</b> CSL                      \$1,000,000	<b>Workers' Compensation</b> As required by Statute  <b>Professional Liability</b> \$3,000,000 Annual Aggregate
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7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from

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ATTACHMENT TC

the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If Client designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.
13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CLIENT and in acceptance of the Services as satisfactory by the Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.  
  
If Client fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.  
  
Neither Client nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.
16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.