

AGREEMENT REGARDING REVISING LOWNDES COUNTY ULDC

THIS Agreement, entered into effective as of the 9th day of February, 2021, by and between Lowndes County (the "COUNTY") and Goodwyn Mills Cawood, LLC (the "CONSULTANT" or "GMC") (collectively the "Parties").

WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage the CONSULTANT to provide the technical and professional services described in Exhibit A-Scope of Services (the "Scope of Services") regarding revising the Lowndes County Unified Land Development Code (the "ULDC"); and

WHEREAS, the CONSULTANT desires to provide the described services to the COUNTY;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I – ENGAGEMENT OF THE CONSULTANT

The COUNTY engages the CONSULTANT to provide, and the CONSULTANT agrees to provide, the services set forth in the Scope of Services in a professional and proper manner and in accordance with this Agreement.

ARTICLE II – SCOPE OF SERVICES

The CONSULTANT shall provide the professional, administrative, technical, and planning services to the COUNTY described in the Scope of Services. The Scope of Services may be amended only upon written agreement of the Parties.

ARTICLE III – TIME OF PERFORMANCE

The services to be provided pursuant to this Agreement shall commence upon issuance of a Notice to Proceed by the COUNTY and will continue until all tasks in the Scope of Services have been completed or termination of this Agreement as provided herein.

The Project will proceed in accordance with a written schedule to which the Parties agree and shall be completed within ten (10) months from issuance of the Notice to Proceed subject to written amendment of this Agreement.

This Agreement shall terminate upon final closeout and approval by the COUNTY of the project (the "Project") described in the Scope of Services.

ARTICLE IV – GENERAL PROVISIONS

- A. Personnel: The CONSULTANT employs professional personnel capable of providing the Scope of Services in a satisfactory and proper manner or will secure the services of such personnel required to provide such services.
- B. Office Space: The CONSULTANT shall provide and maintain office space and facilities necessary to provide all services pursuant to this Agreement at no expense to the COUNTY.
- C. Subcontracting: None of the services to be provided by the CONSULTANT pursuant to this Agreement shall be subcontracted without the prior written amendment of this Agreement. Any services subcontracted by the CONSULTANT shall be subject to each provision of this Agreement.
- D. Access to Materials: The COUNTY shall make available to the CONSULTANT any maps, documents, planning materials, or any other information in its possession or otherwise readily available, which have a direct bearing on the Project, at no expense to the CONSULTANT.