

ARTICLE V – COMPENSATION AND METHOD OF PAYMENT

For services provided and expenses incurred pursuant to this Agreement, the COUNTY shall pay the CONSULTANT a total amount not to exceed \$39,370. This amount is based on the estimated hours, hourly rates, and direct costs itemized on Exhibit B-Fees and Expenses.

Payment by the COUNTY shall be made upon presentation of written monthly invoices by the CONSULTANT to the COUNTY certifying the services provided and expenses incurred the preceding calendar month based on progress to date, provided however, the total of said monthly invoices shall not exceed \$39,370. Fees for services shall be based on the hourly rates set forth in Exhibit B-Fees and Expenses.

The COUNTY and the CONSULTANT may, by written agreement, extend or shorten the term of this Agreement, change the Scope of Services, and/or increase or decrease the total amount to be paid by the COUNTY to the CONSULTANT.

ARTICLE VI – REPORTING AND RECORDKEEPING REQUIREMENTS

The CONSULTANT shall provide to the COUNTY a monthly status report of progress through the preceding calendar month with each monthly invoice.

ARTICLE VII – COUNTY’S RESPONSIBILITIES

The COUNTY shall:

- A. provide the CONSULTANT with complete information concerning the requirements of the Project,
- B. hold promptly all required meetings, serve all required notices, and pay for all costs incidental thereto, as expenses not included in this Agreement, and
- C. designate, in writing, a person to act as COUNTY’s representative (the “County Project Manager”) with respect to the services to be provided under this Agreement.

The County Project Manager shall have complete authority to transmit instructions and to receive information with respect to the Project.

ARTICLE VIII – ADDITIONAL TERMS AND CONDITIONS

Termination for Cause. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT pursuant to this Agreement will, at the option of the COUNTY, become the COUNTY’S property, and the CONSULTANT shall be entitled to receive just and equitable compensation for services satisfactorily provided.

Termination Without Cause. The COUNTY may terminate this Agreement without cause at any time by giving at least ten (10) days’ notice in writing to the CONSULTANT. If the Agreement is terminated without cause, CONSULTANT will be paid for the services provided and expenses incurred up to the termination date. Written notice of termination may be given to the CONSULTANT by email delivered to the CONSULTANT’S e-mail address of john.bricken@gmcnetwork.com. The CONSULTANT shall not provide any further services upon receipt of such termination notice.