

The COUNTY may, from time to time, request changes in the Scope of Services, including additional or decreased services. Such changes, including any increase or decrease in the amount of CONSULTANT'S compensation, to which the Parties mutually agree shall be incorporated in written amendments to this Agreement.

The CONSULTANT will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the COUNTY to assure proper accounting for all Project funds. These records will be made available for audit purposes to the COUNTY or any authorized representatives of the County and will be retained by the CONSULTANT for three years after the expiration of this Agreement unless permission to destroy them is granted by the COUNTY.

All of the reports, information, and data prepared or assembled by the CONSULTANT under this Agreement shall be the property of the COUNTY. The CONSULTANT shall not make such information available to any individual or organization without the prior written approval of the COUNTY unless legally required by law.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duty authorized officers effective the day and the year first written above.

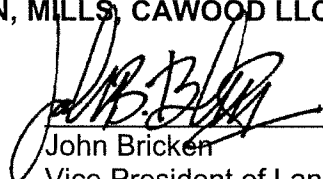
LOWNDES COUNTY, GEORGIA

By:

Bill Slaughter
Chairman

GOODWYN, MILLS, CAWOOD LLC.

By:



John Bricken
Vice President of Landscape Architecture and Planning

Attachments: Exhibit A – Scope of Services
Exhibit B – Fees and Expenses