

CONTRACT FOR COMMUNITY WIDE STRATEGIC PLAN

**STATE OF GEORGIA
UNION COUNTY**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **UNION COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Union County Development Authority** (hereinafter referred to as the “**AUTHORITY**”) and _____ (hereinafter referred to as the “**CONTRACTOR**”).

WITNESSETH:

WHEREAS, the **CONTRACTOR** has submitted to the **AUTHORITY** a description of the services it is willing to undertake in the performance of certain professional services; and

WHEREAS, the proposal submitted (as attached) by the **CONTRACTOR** has been approved and accepted by the **AUTHORITY**; and

WHEREAS, the parties hereto desire to reduce the terms of this **AGREEMENT** to writing:

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree to the following:

1. Character of the Work:

The **CONTRACTOR** agrees to perform the **Community Wide Strategic Plan** in a manner satisfactory to the **AUTHORITY**, set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference.

2. Compensation:

The **AUTHORITY** agrees to pay the **CONTRACTOR** for services rendered under this agreement in accordance with the bid price set forth in Exhibit “A”. **CONTRACTOR** shall submit invoices at the completion of the project, and payment shall be due within ten (10) days of receipt of the invoice by the **AUTHORITY**. All payments shall be mailed to the **CONTRACTOR**, unless prior arrangements to pick up the payment have been made.

3. Term of Agreement:

The term of this Agreement shall be for a period commencing on _____ and ending on _____.

4. Termination:

If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the **AUTHORITY** shall thereupon have the right to terminate this Agreement by giving written notice to the **CONTRACTOR** of such termination and specifying the effective date thereof, which effective date shall be no earlier than fourteen (14) calendar days after receipt of the written notice by the **CONTRACTOR**. Notwithstanding, the **CONTRACTOR** shall not

be relieved of liability to the **AUTHORITY** for damages sustained by the **AUTHORITY** by the virtue of any breach of this Agreement, and the **AUTHORITY** may withhold payment to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages sustained by the **AUTHORITY** from such breach can be determined.

5. Indemnification:

The **CONTRACTOR** shall hold harmless and indemnify the **AUTHORITY** and its officials, employees, and agents from and against any and all claims, damages, liabilities, suits, actions, judgments, and expenses of litigation (including, without limitation, reasonable attorney’s fees) arising from or in any way related to the **CONTRACTOR’S** performance of this Agreement.

6. Proof of Insurance:

The **CONTRACTOR** shall maintain insurance in the types and amounts stated below during the term of this Agreement and any renewals or extensions thereof, and shall provide adequate proof of same to the **AUTHORITY** prior to commencing performance under this Agreement.

Insurance – Contractor shall maintain at a minimum the following types and amounts of insurance: (i) statutorily required workmen’s compensation insurance; (ii) comprehensive general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and with an endorsement naming the Union County Development Authority as an additional insured; and (iii) automobile liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Workman’s Compensation and Employer’s Liability in limits of liability as provided by statutes of the State of Georgia.

7. Assignability/Transferability:

The **CONTRACTOR** shall not assign or transfer any interest in this **AGREEMENT** without the written consent of the **AUTHORITY**.

8. Entire Agreement; Amendments:

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

9. Notices:

Any notices permitted or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficient if sent via U.S. Mail to the respective parties at the following addresses:

If to the **AUTHORITY**:

Mitch Griggs, Director
Union County Development Authority
P.O. Box 801
Blairsville, GA 30514-0801

If to the **CONTRACTOR**:

If sent via regular U.S. mail, such written notice shall be deemed to have been “received” 5 business days after it is deposited in the mail with a proper address and with adequate postage affixed.

10. No Waiver:

No failure on the part of either party to this Agreement at any time to require performance by the other party of any term or condition of this Agreement shall be taken or held to be a waiver of such term or condition or in any way affect such party’s right to enforce such term or condition, and no waiver on the part of either party of any term or condition of this Agreement shall be taken or held to be a waiver of any other term or condition hereof.

11. Immunity:

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties or their officials, employees, or agents are legally entitled.

12. Legal Construction; Severability:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the **AUTHORITY** and the **CONTRACTOR** have executed this Agreement as of the first date above written.

AUTHORITY:

CONTRACTOR:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____