

#### **SECTION 10 – TERMINATION OF AGREEMENT**

In the event of the **SGRC** and/or **Lowndes County**'s non-compliance with the requirements of this agreement, this agreement may be cancelled, terminated, or suspended in whole or part.

- a) Cancellation: Termination or suspension of this agreement must be in writing and reasons given for the action.
- b) If this agreement is nullified, all finished or unfinished documents prepared by the **SGRC** under this agreement shall, at the discretion of the **Lowndes County** become the **Lowndes County**'s property.
- c) The **SGRC** shall be entitled to compensation for any work completed on said project to the date of termination. Furthermore, upon termination, the **SGRC** shall be held harmless in the event of nullification, for its said responsibilities for the completion of the project.

#### **SECTION 11 – INDEMNIFICATION**

The **Lowndes County** shall indemnify and hold harmless the **SGRC** and its subcontractors, employees, agents, and representatives from and against any and all suits, additions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees arising out of or in connection with OR claimed to arise out of or in connection with any negligent or wrongful error, omission, or act of the **SGRC**, or anyone acting on behalf or in connection with or incidental to this agreement, or as a result of any work product of the **SGRC**.

#### **SECTION 12 – OTHER SPECIFICATIONS**

*Ownership* - All products produced in whole or in part under this agreement shall become the property of **Lowndes County** upon payment for services. Publication of products - **SGRC** shall not apply for copyright of any reports or documents produced under this agreement. Should the parties to this agreement decide that it would be advantageous to publish the products of this agreement the determination of same shall be made jointly and agreeable to each party. Publication by either party shall give proper credit to the other party. Entire agreement - This agreement (and all documents incorporated herein) constitute the entire agreement. If any intended changes or events beyond the parties' control require adjustments to the Agreement, the parties shall make a good faith effort to agree on all necessary adjustments. At the discretion of **SGRC**, such adjustments shall be put in writing and added to this agreement.

#### **SECTION 13 – EFFECTIVE DATE**

The Agreement will become a legally binding document this day of 2<sup>nd</sup> day of July, 2025, when properly entered into and executed by each of the parties. The terms and conditions of this Agreement and all obligations incurred hereunder by either party will become effective the date that all parties complete the signing of the contract.

#### **LOWNDES COUNTY BOARD OF COMMISSIONERS CHAIRMAN**

**Signature:** \_\_\_\_\_

**Printed Name:** Mr. Bill Slaughter

**Title:** Chairman of the Lowndes County Board of Commissioners

**Date:**