PROFESSIONAL PLANNING SERVICES AGREEMENT

THIS AGREEMENT is entered into and effective on this _____day of _____2026, by and between Kathryn S. Basha AICP (hereinafter referred to as the "CONSULTANT") and the TOWN of McClellanville (hereinafter referred to as the "TOWN") under the following terms:

AGREEMENT UNDERSTANDING

The TOWN of McClellanville seeks to maintain consistency in the administration of certain planning and zoning functions, specifically having technical support in the interpretation and application of adopted ordinances as well as technical guidance addressing certain planning and zoning issues as they arise. As such, the parties hereto mutually agree that Kathryn S. Basha AICP will provide those services as outlined below.

EMPLOYMENT OF THE CONSULTANT

The CONSULTANT will perform services required hereunder and any additional support services engaged by the CONSULTANT to assist in performance of the work shall be fully qualified.

SCOPE OF SERVICES TO BE PROVIDED

The CONSULTANT shall assist the TOWN with the following on an as-needed basis:

1. Providing technical guidance to the TOWN's contracted permitting firm on historic application of adopted ordinances and procedures, zoning violations
2. Assisting with completion of applications pending as of September 1, 2026
3. Researching options for and preparing amendments to existing ordinances
4. Preparing/presenting staff reports on Planning Commission/BZA/Council agenda items

CONSULTANT will provide all reports and supporting documentation required for any project or proposal taken before the Planning Commission, BZA, ARB/DRB or TOWN Council as requested. Tasks included in technical guidance may include, but shall not be limited to: Providing history and documentation on prior zoning and development issues, attending board/commission/council meetings, or researching and preparing options to address planning/zoning issues. All services, reports and documentation provided shall be represented and retained as property of the TOWN and shall not be used for other purposes.

ADDITIONAL SERVICES

CONSULTANT may provide flexible planning support as requested by the TOWN to address emerging priorities, time-sensitive requests, and special projects not otherwise covered in this scope, such as: coordinating/reviewing technical data; developing analyses or reports; preparing technical memoranda, presentations, or outreach materials for new initiatives; and/or assisting with grant applications, compliance documentation, or oversight of procurement and construction activities on an as-needed basis. Any of these services not specifically provided for In the Scope of Services outlined in the paragraph above will be approved in writing prior to commencement of the activity.

CLIENT COORDINATION

CONSULTANT will provide the TOWN with ongoing updates on the progress of work. Updates will be provided monthly at a minimum, with interim updates when a project task changes or milestone of significance has been achieved.

TIME OF PERFORMANCE

The services of the CONSULTANT will continue after the execution of this Agreement and shall be undertaken and completed as requested by the TOWN in an expeditious manner in the light of the purposes of this Agreement. The overall period for this Planning Services Agreement shall be twelve (12) months from execution of this agreement.

COMPENSATION

CONSULTANT will perform services to achieve tasks related to the Scope of Services listed on Page 1 on an hourly basis. The TOWN will be billed for actual cost of said services by the CONSULTANT at a rate of $140/hour. Any direct expenditures related to the performance of such services will be billed separately at cost. CONSULTANT invoices will document dates, work performed and hours associated with each individual assignment/task. The hourly rate for technical reviews and project management of any project not specified may be negotiated at the time of a contract amendment based on CONSULTANT responsibilities and the complexity of the project to be added.

The TOWN shall have no obligation to any other person or agency for expenses incurred by the CONSULTANT.

METHOD OF PAYMENT

It is expressly understood and agreed that the TOWN will reimburse the CONSULTANT on a quarterly basis for actual expenditures that were incurred during the previous quarter.

Payments shall be made only to the CONSULTANT, upon receipt of CONSULTANT invoices and approval by the TOWN indicating that the CONSULTANT has satisfactorily performed the work under this Agreement. The TOWN Administrator will advise CONSULTANT in writing if it objects to any invoice within 14 days of receipt. Payments of invoices are due within 45 days of receipt.

OTHER TERMS AND CONDITIONS

- SubCONSULTANTs: No work or services covered by this Agreement shall be subcontracted without prior written approval of the TOWN.
- Amendments: Any changes or modifications to this Agreement, including assignment of additional projects, which are mutually agreed upon by and between the TOWN and the CONSULTANT shall be incorporated in written amendments to this Agreement.
- Termination: The obligation to provide further services under this Agreement may be terminated by giving written notice of such termination at least thirty (30) days prior to the effective date of such termination. CONSULTANT shall be paid for all services rendered and expenses incurred to the effective date of termination. Neither party, by such termination, shall be deemed to have waived any rights under this Agreement.
- Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the CONSULTANT under this Agreement which the TOWN requests to be kept confidential shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the TOWN.
- Audit: Records with respect to all matters covered by this Agreement shall be made available for audit and inspection by the TOWN and/or their representatives.

AS WITNESSED BELOW, the TOWN and the CONSULTANT have executed this Agreement as of the date written on the first page of said Agreement.

_____	_____
Signature Attest/ CONSULTANT	CONSULTANT
_____	Kathryn S. Basha, AICP
Printed or Typed Name	Printed or Typed Name
_____	_____
Signature Attest/Town of McClellanville	Mayor
_____	Rutledge B. Leland, III
Printed or Typed Name	Printed or Typed Name