# LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJI	ECT: Solar Panel Maintenance Agreement	
DATE OF MEETING: October 10, 2023		Work Session/Regular Session
	GET IMPACT: \$0.00	
FUN	DING SOURCE:	
( )	Annual	
( )	Capital	
( )	N/A	
( )	SPLOST	
( )	TSPLOST	

HISTORY, FACTS AND ISSUES: As part of the Bundle Energy Solution (BES) project with ABM there were four (4) solar arrays installed. Preventative maintenance and inspections are needed to keep the equipment running properly. The maintenance and inspections that are to be completed are included in the attached agreement and does include grounds maintenance. This is a no-cost agreement for one (1) year as part of the Bundle Energy Solution (BES) project with ABM and the agreement is with ABM. The locations of the solar arrays include:

- 1. Governmental Building
- 2. Jail & Sheriff's Office
- 3. HR Building
- 4. Wastewater Treatment Plant

OPTIONS: Approve the Solar Panel Maintenance Agreement and authorize the Chairman to sign the agreement.

**RECOMMENDED ACTION: Approve** 

<u>DEPARTMENT</u>: Engineering <u>DEPARTMENT HEAD</u>: Chad McLeod

COUNTY ACTION REQUESTED ON: Solar Panel Maintenance Agreement

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



# Lowndes County Board of Commissioners Solar Panel Maintenance

PRESENTED BY:

Katherine Peoples, ABM Building Solutions

PRESENTED TO:

**Lowndes County Board of Commissioners** 

**DELIVERED ON:** 

September 27, 2023



## Agreement Signature

Proposal Date	Proposal Number	Agreement
September 27, 2023	LCG6123	
V AND DETWEEN.		

BY AND BETWEEN:

**ABM Building Solutions** 1005 Windward Ridge Parkway Alpharetta, GA 30005 hereinafter CONTRACTOR

AND

Lowndes County Board of Commissioners 327 N. Ashley Street Valdosta, GA 31601 hereinafter CUSTOMER

#### SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S): Multiple Locations

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM

**Solar Panel Operations & Maintenance Inspection** 

and associated Terms and Conditions

AGREEMENT coverage will commence on October 1, 2023. The AGREEMENT price for this Agreement is Included in the Project under the ABM Bundled Energy Project #2021- 0412PA for One (1) Year from October 1, 2023 to September 30, 2024.

Should Lowndes County Board of Commissioners decide to continue coverage after September 30, 2024, the AGREEMENT for such continued coverage will be negotiated by the Parties at that time.

#### Schedules Included:

Schedule 3: Special Services and Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

Sales Rep	Customer	Manager		
Signature	Signature	Signature		
Name (Printed/Typed)	Name (Printed/Typed)	Name (Printed/Typed)		
Title	Title	Title		
Date	Date	Date		
TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:				
PO Number:	Date of Issue:	Customer Signature:		

NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.



## **Special Services and Provisions**

Proposal Date	Proposal Number	Agreement No.
September 27, 2023	LCG6123	

#### This agreement includes:

- 1. An annual site inspection of each system and providing Lowndes County Government with an <u>Inspection and Maintenance</u> Report following each annual service.
- 2. All preventative maintenance service activities recommended by the key process equipment manufacturer. The price for the O&M Inspection/Service is outlined in Table 1.

#### The sites include:

- Government Building
- Jail & Sheriff's Office
- HR Building
- Wastewater Treatment Plant

#### The annual O&M Inspection/Services shall include:

- PV modules visual inspection (i.e., cracks/damage)
- Wiring/cables visual inspection (i.e., insulation)
- Inverter
  - Check appearance/cleanliness of the cabinet, ventilation system and all exposed surfaces.
  - Inspect, clean/replace air filter elements.
  - Check for corrosion on all terminals, cables and enclosures.
  - Check all fuses.
  - Perform a complete visual inspection of all internally mounted equipment including sub-assemblies, wiring harnesses, power supplies and all major components.
  - Check the condition of all the AC and DC surge suppressors.
  - Torque terminals and all fasteners in electrical power connections if required.
  - Check the operation of all safety devices (E-stop, door switches).
  - Record all operating voltages and current readings via the front display panel.
  - Record all inspections completed.
  - Inform Owner of all deficiencies identified.
- AC & DC Disconnects, fuses and safety elements.
- Inspect combiner boxes.
- · Thermal imaging of all switch-cabinets with a thermal imaging camera and delivery of imaging results to Owner.
- Thermal imaging of all switch-cabinets with a thermal imaging camera and delivery of imaging results to Owner.
- Assess roof surface area (roof mounted systems) for damage requiring repair.
- Inspection of PV modules for dirt/debris deposits that require cleaning.



The O&M Inspection and service does not include the care of the roof surface for roof mounted systems.

Note 3: Contractor will visit each site monthly to determine if additional mowing is required.

The O&M Inspection/Service includes grounds maintenance (herbicide application and mowing for vegetation control) for the three (3) ground mounted installations.

Activity	Frequency	
Herbicide Application	<ul> <li>Initial application in February or March</li> <li>Additional applications as needed</li> </ul>	
Grass Mowing¹  • April – October = once per month at each site² • November – March = 3 times at each site³		
Note 1: Contractor will visit each site monthly.  Note 2: Additional mowing per site at customer's request.		

A record, referred to as an <u>Inspection & Maintenance Report</u>, will be made of the inspection (including required equipment maintenance) and will be delivered to the Owner within thirty (30) days after completion of the annual service.

The initial <u>Inspection & Maintenance Report</u> will be completed and delivered to the Owner within twelve (12) months after execution of the initial <u>Operations and Maintenance Service Agreement</u> and continue annually for the contract period specified in the agreement.

Annual services and required PV module cleaning for Owner's systems located in the same geographical area will be scheduled for completion during one (1) mobilization. If, at no fault of the service provider, all sites are not available for service/cleaning and additional trips are necessary, a mobilization fee will be charged for each additional trip required to complete service/cleaning.

Should service be needed, the rates are as follows:

Service Call	\$312.50
Master Electrician	\$281 / hour
Electrical Journeyman	\$187.50 / hour

Should Lowndes County Board of Commissioners decide to continue coverage after <u>September 30, 2024</u>, the AGREEMENT for such continued coverage will be <u>negotiated by the Parties at that time</u>.



#### **Terms and Conditions**

- 1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
- 2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
- 4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
- 5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- 6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. All past due amounts shall accrue interest at the maximum rate permitted by applicable law.
- 7. If there is any alteration to, or deviation from, this Agreement involving extra work, the cost of materials and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
- Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- 9. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved items of equipment from inclusion in this Agreement.
- In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- 11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.



- 13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this Agreement.
- 16. Contractor's obligations under this Agreement and any subsequent agreements do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under the Agreement shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.

# LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJE	CT: Water Treatment Agreement	
DATE OF MEETING: October 10, 2023		Work Session/Regular Session
	SET IMPACT: \$23,370.00 DING SOURCE:	
(X)	Annual	
( )	Capital	
( )	N/A	
( )	SPLOST	
( )	TSPLOST	

HISTORY, FACTS AND ISSUES: The Water Treatment Agreement is for \$23,370.00 annually and is a renewal agreement with ABM as part of the Bundled Energy Solution (BES) project. It includes product, service, freight, a monthly visit to check the systems, collection of water samples, and testing the treated water. It also includes a written report of the results and any recommendations for the system. The systems are located in

the Judicial and Administration Complex, the HR Building, and the Jail. The systems include the following:

Two tower systems
One chilled water system
One hot water system
Seven hot water closed loops
Two chilled water closed loop systems

OPTIONS: 1. Approve the Water Treatment Agreement and authorize the Chairman to sign the agreement.

2. Board's Pleasure

**RECOMMENDED ACTION: Approve** 

<u>DEPARTMENT</u>: Engineering <u>DEPARTMENT HEAD</u>: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

COUNTY ACTION REQUESTED ON: Water Treatment Agreement



# Lowndes County Board of Commissioners Water Treatment

PRESENTED BY:

Katherine Peoples, ABM Building Solutions

PRESENTED TO:

**Lowndes County Board of Commissioners** 

**DELIVERED ON:** 

September 27, 2023



hereinafter CUSTOMER

### **Agreement Signature**

hereinafter CONTRACTOR

Proposal Date	Proposal Number	Agreement
September 27, 2023	LCG6123	
BY AND BETWEEN:		
		Lowndes County Board of
ABM Building Solutions	AND	Commissioners
1005 Windward Ridge Parkway		327 N. Ashley Street
Alpharetta, GA 30005		Valdosta, GA 31601

#### SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S): Judicial & Administrative Complex, HR Building, Jail

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM

Water Treatment

and associated Terms and Conditions

AGREEMENT coverage will commence on October 1, 2023. The AGREEMENT price for this is \$23,370 per Year, payable \$23,370 per Year.

This AGREEMENT is for Two (2) Years from October 1, 2023 to September 30, 2025. Should Lowndes County Board of Commissioners decide to continue coverage after September 30, 2025, the AGREEMENT for such continued coverage will be negotiated by the Parties at that time.

#### Schedules Included:

Schedule 3: Special Services and Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

Sales Rep	Customer	Manager		
Signature	Signature	Signature		
Name (Printed/Typed)	Name (Printed/Typed)	Name (Printed/Typed)		
Title	Title	Title		
Date	Date	Date		
TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:				
PO Number:	Date of Issue:	Customer Signature:		

NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.



## **Special Services and Provisions**

Proposal Date	Proposal Number	Agreement No.
September 27, 2023	LCG6123	

#### This agreement includes:

- 1. This price quotation includes product, service, equipment and freight; but does not include any taxes or handling fees that may be applicable.
- 2. A monthly visit to check the systems, collect water samples, and test the treated waters.
- 3. A written report documenting the results of the service visits and any recommendations will be provided to the designated personnel of customer.

The systems covered by this agreement include:

- Two (2) tower systems
- One (1) chilled water system
- One (1) hot water system
- Seven (7) hot water closed loops
- Two (2) chilled water closed loop systems

#### The sites include:

- Judicial & Administrative Complex
- HR Building
- Jail

A representative will call on Customer and provide directions for the initial application of the treatment chemicals. Thereafter, a representative will visit Customer monthly to check the systems, collect water samples, and test the treated waters. A written report documenting the results of the service visits and any recommendations will be provided to the designated personnel of customer.

Customer agrees to follow the recommendations on the water treatment program to maintain the necessary feed and control devices to ensure proper application and functioning of the water treatment chemicals. Customer will purchase or otherwise provide and install the required equipment. ABM will aid with the installation if requested by Customer.

Customer agrees to permit reasonable access to its premises and the system to allow personnel to perform their services.

Customer agrees to perform routine cleaning of the systems covered in this agreement.



Customer agrees to perform maintenance and repairs of equipment as recommended by equipment manufacturer or mechanical contractor. If repairs to the system are required to permit the water treatment products to effectively protect Customer's equipment, Customer agrees to cause such repairs to be made at its expense. Customer agrees to inform ABM of modifications to the system or any design elements in the system such as dead legs that would affect the flow of water through the equipment.

The water treatment program for biological growth is for the purpose of reducing the risk of that growth causing damage to the equipment, or otherwise interfering with the operation of the system, and is not meant to protect against health risks from exposure to biological growth.

This contract does not include Legionella risk assessments or a Legionella risk management program. The only services provided are described in this agreement, and no services relating to Legionella Risk Management beyond normal minimization of biological fouling.

ABM has no responsibility for damages to the system or conditions such as scale or corrosion, which existed prior to the start of the water treatment program, or for damages due to customer's failure to properly operate, maintain or repair equipment. ABM is not responsible for damages due to Customer's failure to implement recommendations made by ABM. Neither party shall be liable for any consequential, indirect, or incidental losses of any type, including lost profits, loss of business, loss of use, or loss of data.

This agreement may be escalated up to 5% upon each agreement anniversary.

CONFIDENTIAL AND PROPRIETARY | 4



### **Terms and Conditions**

- Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
- 2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
- 4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
- 5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- 6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. All past due amounts shall accrue interest at the maximum rate permitted by applicable law.
- 7. If there is any alteration to, or deviation from, this Agreement involving extra work ,the cost of materials and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
- 8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- 9. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved items of equipment from inclusion in this Agreement.
- 10. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- 11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.



- 13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- 14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this Agreement.
- 16. Contractor's obligations under this Agreement and any subsequent agreements do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under the Agreement shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.

# LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: Quarterly Controls Inspection Agreement	
DATE OF MEETING: October 10, 2023	Work Session/Regular Session
BUDGET IMPACT: \$0.00	
FUNDING SOURCE:	
( ) Annual	
( ) Capital	
( ) N/A	
( ) SPLOST	
( ) TSPLOST	

HISTORY, FACTS AND ISSUES: The Quarterly Controls Agreement is a renewal agreement with ABM and includes four (4) inspections per year of the mechanical controls in the buildings owned by Lowndes County. This is a no-cost agreement for one (1) year as part of the Bundled Energy Solution (BES) project with ABM.

OPTIONS: 1. Approve the Quarterly Controls Inspection Agreement and authorize the Chairman to sign the agreement.

2. Board's pleasure

**RECOMMENDED ACTION: Approve** 

<u>DEPARTMENT</u>: Engineering <u>DEPARTMENT HEAD</u>: Chad McLeod

COUNTY ACTION REQUESTED ON: Quarterly Controls Inspection Agreement

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



# Lowndes County Board of Commissioners Quarterly Controls Inspection

PRESENTED BY:

Katherine Peoples, ABM Building Solutions

PRESENTED TO:

**Lowndes County Board of Commissioners** 

**DELIVERED ON:** 

September 23, 2023



### **Agreement Signature**

Proposal Date Proposal Number Agreement

September 27, 2023

**LCGCONTROLS** 

BY AND BETWEEN:

ABM Building Solutions 1005 Windward Ridge Parkway Alpharetta, GA 30005 hereinafter CONTRACTOR AND

Lowndes County Government 327 N. Ashley Street Valdosta, GA 31601 hereinafter CUSTOMER

#### SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S): Multiple Locations

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM

**Quarterly Controls Inspection** 

and associated Terms and Conditions

AGREEMENT coverage will commence on October 1, 2023. The AGREEMENT price is Included in the ABM Bundled Energy

Project #2021-0412PA for One (1) Year from October 1, 2023 to September 30, 2024.

Should Lowndes County Government decide to continue coverage after September 30, 2024. the AGREEMENT will be negotiated at that time.

Schedules Included:

Schedule 1: Inventory of Equipment

Schedule 3: Special Services and Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

Sales Rep	Customer	Manager		
Signature	Signatures	Signature		
Name (Printed/Typed)	Name (Printed/Typed)	Name (Printed/Typed)		
Title	Title	Title		
Date	Date	Date		
TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:				
PO Number:	Date of Issue:	Customer Signature:		

NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.



## **Special Services and Provisions**

Proposal Date	Proposal Number	Agreement No.
September 27, 2023	LCGCONTROLS	

- This agreement includes **FOUR** inspections per year of the controls system, three (3) remote inspections and one (1) onsite inspection.
- · Should any deficiencies be found during the inspections, ABM will provide a proposal for the necessary repairs.
- Should Lowndes County Government decide to continue coverage <u>September 30, 2024</u>. the AGREEMENT will be negotiated at this time.



# **Customized Professional Maintenance Program IV**

3000	Proposal Date	Proposal Number	Agreement
	September 27, 2023	LCGCONTROLS	
		OLLOWING PROFESSIONAL MAINTENAN	
	DULE 1 (INVENTORY OF EQUIP	NICAL SYSTEM(S) COMPRISED OF THE E MENT):	EQUIPMENT LISTED ON
		·	
SCHE	DULES, SET-POINTS AND OPE	RATION	
	Check schedule times to make s	sure they are set to the contract settings.	
	Check all annual schedules for o	correct settings.	
	Check and verify all occupied an	nd unoccupied set-points to make sure they a	re set to the contract settings.
	Check and verify cooling and he	ating set-point limits to make sure they are se	et to the contract settings.
	Check for overrides in the system	m that would cause extended run times of eq	uipment.
	Check for any points that are in	ault or are not responding.	
	Check and verify operation of an	y field devices that are performing poorly.	
	Purge unnecessary trends		
	Acknowledge all alarms.		
ELECT	TRICAL AND PANEL INSPECTIO	<u>NS</u>	
	Visually inspect condition of all n	nain control panels	
	Check electrical connections of a	all main control panels for loose wire connect	ions

#### **NETWORK AND FIELD DEVICES**

- □ Verify that all networks are online and stable.
- Verify that all field devices are online and communicating.



# **Customized Professional Maintenance Program IV Terms and Conditions**

- Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
- 2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
- 4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
- 5. Customers shall be responsible for all taxes applicable to the service and/or materials hereunder.
- 6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement price shall become due and payable immediately upon demand. All past due amounts shall accrue interest at the maximum rate permitted by applicable law.
- 7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
- 8. If there is any alteration to, or deviation from, this Agreement involving extra work, the cost of material and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
- 9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- 10. This Agreement does not include responsibility for the design of the system, safety test, and valve bodies other than those associated with equipment listed on Schedule 1, repair or replacement necessitated by freezing weather, lightning, electrical power surges or failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Custom), failure of Customer to properly operate the system(s), requirements of governmental regulatory or insurance agencies, or other causes beyond the control of Contractor.
- 11. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved items of equipment from inclusion in this Agreement.
- 12. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- 13. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 14. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 15. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or in directly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.



- 16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
- 18. Contractor's obligations under this Agreement and any subsequent agreements do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under this agreement shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
- 19. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



## Schedule 1 - Equipment Inventory **Lowndes County Government**

#### **Judicial & Administrative Complex**

- 5 BACNet Routers
- 5 Router Transformers
- 1 Tosibox 500 Lock
- 4 Tosibox 200 Locks
- 1 Tosibox Key
- 1 Tosibox Softkey License
- 1 Outdoor Air Temperature Sensor
- 206 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS, VAV)
- 1 Power Meter
- 7 Controllers (AHU Built Up with Fan Wall)
  - 7 Controller Transformers
  - 7 Pressure Sensors
  - 14 Temperature Sensors
- 190 BACNet ASC: SimplyVAV, Fan and Reheat (VAVs)
  - 190 Controller Transformers
- 190 Digital Sensor: SimplyVAV, Temperature, Occupancy
  - 190 VAV Kit: SimplyVav, Airflow Pickup
  - 190 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS, VAV)
- 4 Controllers (Pumps)
  - 4 Controller Transformers
- 2 Controllers (Cooling Tower)
  - 2 Controller Transformers
- 2 Controllers (Chiller)
  - 2 Controller Transformers
  - 4 Submersion Existing Chilled Water Temperature Sensors
  - 5 Submersion Existing Condenser Water Temperature Sensors
  - 2 Chilled Water Valves
  - 2 Submersion Existing SCWS/SCWR Temperature Sensors
- 2 Controllers (Air Cooled Chiller)
  - 2 Controller Transformers
  - 2 Submersion Existing CWS/CHR Temperature Sensors
- 2 Controllers (Dry Cooler)
  - 2 Controller Transformers
  - 2 Submersion Existing GWS/GWR Temperature Sensors
- 1 Controller (Boiler)
  - 1 Controller Transformer
  - 1 BACNet® MS/TP Network Relay Device
  - 2 Submersion Existing HWS/HWR Submersion Temperature Sensors
  - 2 Submersion Existing BHWS Submersion Temperature Sensors
- 3 BACNet® MS/TP Network Relay Device (Exhaust Fans)
- 2 Controllers (Building Pressure Units)
  - 2 Controller Transformers



#### **Human Resources Center**

- 3 BACNet Routers
- 3 Router Transformers
- 3 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 58 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)
- 1 Power Meter
- 2 Controllers (Existing Carrier Units)
  - 2 Controller Transformers
  - 2 Supply Air Temperature Sensors
- 8 Current Transducers for Units and Compressors
- 54 BACNet ASC: SimplyVAV, Fan and Reheat
  - 54 Controller Transformers
  - 54 Digital Sensor: SimplyVAV, Temperature, Occupancy
  - 54 Kit: SimplyVav, Airflow Pickup
- 2 BACNet (Pumps)
- 1 Controller (Cooling Tower)
  - 8 Relays

#### **Law Enforcement Center**

- 10 BACNet Routers
- 10 Router Transformers
- 10 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 92 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)
- 3 Power Meters
- 104 Current Transducers for Units and Compressors
- 8 Controllers (AHUs Pod C & D)
  - 8 Controller Transformers
  - 8 Pressure Sensors
  - 16 Temperature Sensors
- 1 Controller (AHU Courtroom VAV)
  - 1 Controller Transformer
  - 8 Relays
  - 15 BACNet ASC: SimplyVAV, Fan and Reheat (Courtroom AHU Terminal Units)
  - 18 BACNet ASC: SimplyVAV, Fan and Reheat (Courtroom AHU Fan Powered Boxes)
  - 33 Digital Sensor: SimplyVAV, Temperature, Occupancy
  - 18 DDC Hot Water Valves
- 6 Controllers (RTUs)
  - 6 Controller Transformers
  - 18 BACNet
  - 1 RTU VAV BACNet
- 19 BACNet ASC: SimplyVAV, Fan and Reheat (VAVs)
  - 19 Digital Sensor: SimplyVAV, Temperature, Occupancy
  - 19 Kit: SimplyVav, Airflow Pickup



- 3 BACNet (Split CU)
- 3 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (Split AHU)
- 16 BACNet® MS/TP Network Relay Device (GEF)
- 25 BACNet® MS/TP Network Relay Device (Exhaust Fans)
- 2 BACNet® MS/TP Network Relay Device (Supply Fans)
- 9 BACNet (Boiler)
- 2 BACNet (Air Cooled Chiller)
  - 1 Controller
  - 1 Controller Transformer
  - 2 Chilled Water Supply/Chilled Water Return Temperature Sensors
- 1 Unitary Controller (MAU)
  - 1 Controller Transformer
- 8 BACNet (Pump)
  - 3 Controllers
  - 3 Controller Transformers
- 14 Delta P Sensors for Dynamic Filters (6) RTUs and (8) AHUs
- 14 Transformers

#### **Canine Training Center**

- 1 BACNet Router
- 1 Router Transformer
- 10 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 2 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)
- 2 Current Transducers for Units and Compressors
- 2 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (Split Systems)

#### **Emergency Operations Center**

- 1 BACNet Router
- 1 Router Transformer
- 10 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 7 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)
- 3 Power Meters
- 7 Current Transducers for Units and Compressors
- 3 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (Split Systems)
- 2 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (Wall Packs)
- 2 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (RTUs)

#### **Sheriff's Annex Patrol Building**

- 1 BACNet Router
- 1 Router Transformer
- 10 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 5 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)



- 5 Current Transducers for Units and Compressors
- 3 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (Split Systems)

#### **Governmental Building**

- 4 BACNet Routers
- 4 Router Transformer
- 4 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 47 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)
- 47 Current Transducers for Units and Compressors
- 2 Power Meters
- 5 BACNet (VAV RTUs)
- 42 BACnet ASC: SimplyVAV, Fan and Reheat (VAVs)
  - 42 Controllers
  - 42 Digital Sensor: SimplyVAV, Temperature, Occupancy
  - 42 Kit: SimplyVav, Airflow Pickup

#### Administration Building

- 3 BACNet Routers
- 3 Router Transformer
- 3 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 1 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)
- 1 Current Transducers for Units and Compressors
- 1 TE-200A (VRF CU)
- 12 TAC-YT53CRAU-J (VRF AHUs)

#### **Emergency Operations Center**

- 2 BACNet Routers
- 2 Router Transformer
- 2 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 4 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)
- 4 Current Transducers for Units and Compressors
- 3 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (Split Systems)
- 1 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (CRAC Monitor only Temp/Humidity for Alarms Quantity (1) in Space)



#### Social Services/Soup Kitchen

- 2 BACNet Routers
- 2 Router Transformer
- 2 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 14 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)
- 16 Current Transducers for Units and Compressors
- 14 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (Split Systems)
- 2 BACnet® MS/TP Network Relay Device (Supply Fans)

#### **LAMP Building/New Horizons Building**

- 2 BACNet Routers
- 2 Router Transformer
- 2 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 11 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)
- 11 Current Transducers for Units and Compressors
- 11 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (Split Systems)

#### **Public Works Building**

- 2 BACNet Routers
- 2 Router Transformer
- 2 Tosibox 200 Locks
- 1 Outdoor Air Temperature Sensor
- 4 Supply Air Temperature Sensors (For each Split, AHU, RTU, DOAS)
- 4 Current Transducers for Units and Compressors
- 2 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (Split Systems)
- 1 TE-200A (VRF CU)
- 13 TAC-YT53CRAU-J (VRF AHUs)
- 2 Viconics: RTU & HPU w/ IAQ, Econ, RH, Sched, PIR (RTUs)

# LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: Joint Funding Agreement with USGS for Stream Gauge

Maintenance

DATE OF MEETING: October 10, 2023

Work Session/Regular Session

BUDGET IMPACT: \$24,825.00

**FUNDING SOURCE:** 

(X) Annual - \$24,825.00

() Capital

() N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Approval of Joint Funding Agreement with USGS

HISTORY, FACTS AND ISSUES: In 2009, Lowndes County entered into an agreement with the US Geological Survey (USGS) to install and maintain a stream gauge to monitor water levels on the Little River. This gauge is installed on the Hwy 122 bridge, just west of Hahira. While the USGS provided all of the equipment and the installation costs, Lowndes County has entered into an agreement since that time to provide funding for the ongoing maintenance costs associated with keeping the equipment in operation. From 2009 until 2019, Lowndes County funded this single gauge site.

In 2019, the City of Valdosta notified the USGS that they would no longer be able to fund the main gauge site located on the Withlacoochee River at Skipper Bridge. At that time, Lowndes County agreed to assist with additional funding to allow this gauge to remain in operation. This additional gauge is funded in a partnership with USGS and the Suwanee River Watershed Management District, both providing funding towards this project location.

With the currently proposed agreement, Lowndes County is responsible for a total of \$24,825.00 in total maintenance costs. This is broken down into \$16,000.00 for the Little River site and \$9,725.00 for the Withlacoochee River site. This represents an increase of \$1,500.00 over the previous year for the Withlacoochee site, and an increase of \$375.00 for the Little River gauge. No specific reason was provided for the increases.

OPTIONS: 1. Approve and authorize the Chairman to sign the Joint Funding Agreement with the USGS for continued maintenance of Stream Gauges at the Little River and Withlacocchee River in Lowndes County.

2. Board's Pleasure

**RECOMMENDED ACTION: Approve** 

<u>DEPARTMENT</u>: Emergency Management <u>DEPARTMENT HEAD</u>: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY South Atlantic Water Science Center 1770 Corporate Drive, Suite 500 Norcross, GA 30093

September 28, 2023

Mr. Ashely Tye

Lowndes County Board of Commissioners 250 Douglas County Valdosta, GA 31601

Dear Mr. Tye:

Attached is the Joint Funding Agreement (JFA) with original signature for the continued operation and maintenance for two real-time streamflow monitoring stations, during the period October 1, 2023 through September 30, 2024 in the amount of \$24,825 from your agency. U.S. Geological Survey contributions for this agreement are \$1,800 for a combined total of \$26,625. Please sign and return the fully executed original to TiAuni Murphy at <a href="maintenance-new murphy@usgs.gov">murphy@usgs.gov</a>.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2023**. If, for any reason, the agreement cannot be signed and returned by this date, please contact Robert Sobczak at phone number (470) 734-1524 or email <a href="mailto:rsobczak@usgs.gov">rsobczak@usgs.gov</a> to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30 days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact TiAuni Murphy at phone number (803) 603-4783 or email at <a href="mailto:tmurphy@usgs.gov">tmurphy@usgs.gov</a>.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Victor C. Engel Director

Victor Engel

Enclosure 24MPJFAG0000013

Form 9-1366 (May 2018)

#### U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

#### **Water Resource Investigations**

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lowndes County Board of Commissioners party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.
- 2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00.

(a) \$1,800 by the party of the first part during the period October 1, 2023 to September 30, 2024

(b) \$24,825 by the party of the second part during the period October 1, 2023 to September 30, 2024

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00.

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
- 3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366 (May 2018)

#### U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

#### **Water Resource Investigations**

9. Billing for this agreement will be rendered <u>annually</u>. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

	USGS Technical Point of Contact		Customer Technical Point of Contact
Name:	Robert Sobczak Assistant Director for Data- Georgia	Name:	Ashely Tye
Address:	1770 Corporate Drive Suite 500	Address:	250 Douglas County
Talaubaua	Norcross, GA 30093	Talaukama	Valdosta, GA 31601
Telephone: Fax:	(470) 734-1524	Telephone: Fax:	(229) 671-2790
Email:	rsobczak@usgs.gov	Email:	atye@lowndescounty.com
	USGS Billing Point of Contact		<b>Customer Billing Point of Contact</b>
Name:	TiAuni Murphy Budget Analyst	Name:	Ashely Tye
Address:	720 Gracern Road	Address:	250 Douglas County
	Columbia, SC 29210		Valdosta, GA 31601
Telephone:	(803) 603-4783	Telephone:	(229) 671-2790
Fax: Email:	tmurphy@usgs.gov	Fax: Email:	atye@lowndescounty.com
	U.S. Geological Survey United States Department of Interior	Lownde	es County Board of Commissioners
VICTOR _ ENGEL	Date: 2023 00 20		<u>Signatures</u>
By	10:20:02 -04'00' Date:	Bv	Date:
Name: Victor	C. Engel	Name:	
Title: Director	7	Title:	
		Ву	Date:
		Name:	
		Title:	
		Ву	Date:
		Name:	
		Title:	

Lowndes	<b>County Board</b>	of Co	mmissioners
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10/1/2023 to 9/30/2024								
Site Name	Site Numbe	Collection Cod	US	GS CMF	Coo	perator	Tot	al Cost
WITHLACOOCHEE R AT SKIPPER BRIDGE RD,NR BEI	023177483	QCONT	\$	900	\$	9,725	\$	10,625
LITTLE RIVER AT GA 122, NEAR HAHIRA, GA	02318380	QCONT	\$	900	\$	15,100	\$	16,000
		Grand Total	\$	1,800	\$	24,825	\$	26,625