



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, JULY 22, 2024, 8:30 A.M.
REGULAR SESSION, TUESDAY, JULY 23, 2024, 5:30 P.M.
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. Work Session - July 8, 2024, Regular Session - July 9, 2024, & Executive Session - July 9, 2024
Recommended Action: Approve
Documents:

5. For Consideration

- a. Purchase of Wetland Credits for PI#0016278 Kinderlou Clyattville Road Paving and Drainage Improvements
Recommended Action: Approve
Documents:
- b. Purchase of Stream Credits for PI#0016278, Kinderlou Clyattville Road Paving and Drainage Improvements
Recommended Action: Approve
Documents:
- c. Vertiv Service Contract for the UPS at the 911 Center, Valdosta Tower and Clyattville Tower
Recommended Action: Approve
Documents:
- d. Quit-Claim Deed of Abandoned Section of Race Track Road SE
Recommended Action: Approve
Documents:
- e. Acceptance of FY2025 Juvenile Justice Incentive Grant
Recommended Action: Approve
Documents:

6. Bid

- a. Alterations to Lowndes County Fire Station #10
Recommended Action: Option 1
Documents:
- b. Moody Hydrant Replacement Project
Recommended Action: Approve

Documents:

- c. Grassy Pond Utilities Replacement
Recommended Action: Approve
Documents:

- 7. Reports - County Manager**
- 8. Citizens Wishing To Be Heard - Please State Your Name and Address**
- 9. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Purchase of Wetland Credits for PI#0016278 Kinderlou
Clyattville Road Paving and Drainage Improvements

DATE OF MEETING: July 23, 2024

Work
Session/Regular
Session

BUDGET IMPACT: \$10,800.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Purchase Wetland Credits for Kinderlou Clyattville Road

HISTORY, FACTS AND ISSUES: As a part of the Kinderlou Clyattville Road Paving and Drainage Improvements Project, the construction will impact 0.11 acres of wetlands. As a result, Lowndes County will be required to purchase wetland credits from an approved Army Corp of Engineers wetland bank. Lowndes County will need a total of .72 wetland credits to finalize the wetland impact permit for this project. Wetland credits are available through Williams Investments Company at \$15,000.00, per credit for a total of \$10,800.00.

OPTIONS: 1. Approve the purchase of 0.72 wetland credits from Williams Investments, LLC for \$10,800.00.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Mitigation Credit Broker

100% INVOICE

Williams Investments Company
340 Commerce Blvd
Suite 304 A
Athens, GA 30606

Lowndes County

CC: Melissa Norris, TTL, Inc.

Invoice Date: Jul 11, 2024

Invoice Number: SD-12012

Amount Due: \$10,800.00

Credit Source(s): Cecil Bay, ,

Description	Quantity	Cost per Credit	Total
Stream		\$	\$
Wetland	0.72	\$15,000.00	\$10,800.00
		Grand Total	\$10,800.00

TERMS

Payment is due 30 days from invoice date. Pricing is not guaranteed beyond 30 days. The terms of this invoice replace and supercede any estimate previously provided. As soon as we receive payment, we will provide the credit closing documents and will send the credit sale statement to the USACE. **We must obtain a copy of your approved USACE permit prior to completing the closing.**

Please send and make check payable to:

Williams Investments Company
340 Commerce Blvd
Suite 303
Athens, GA 30606

If you have any questions or concerns about your invoice, please contact us directly.

Thank you,

RES Sales Team

GACredits@res.us

(706) 850-2171

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Purchase of Stream Credits for PI#0016278, Kinderlou
Clyattville Road Paving and Drainage Improvements

DATE OF MEETING: July 23, 2024

Work
Session/Regular
Session

BUDGET IMPACT: \$59,220.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Purchase of 32.9 Stream Credits for Kinderlou Clyattville
Project and Drainage Improvements

HISTORY, FACTS AND ISSUES: As a part of the Kinderlou Clyattville Paving and Drainage Improvement Project, the construction will impact 39 linear feet of intermittent stream. As a result, Lowndes County will be required to purchase stream credits from an Army Corps of Engineers approved stream bank. Lowndes County will need a total of 32.9 stream credits to finalize the stream impact permit for this project. Stream credits are available through Georgia Alabama Land Trust, Inc. at \$1800.00 per credit, for a total of \$59,220.00.

OPTIONS: 1. Approve the purchase of 32.9 Stream Credits from Georgia-Alabama Land Trust, Inc. for \$59,220.00.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Georgia-Alabama Land Trust, Inc.
226 Old Ladiga Road
Piedmont, AL 36272 US
+12564471006
dladson@galandtrust.org
www.galandtrust.org

**Invoice #: SAS-
2024-00493**



BILL TO
Lowndes County Board of
Commissioners
PO Box 1349
Valdosta, GA 31603

DATE 07/12/2024	PLEASE PAY \$59,220.00	DUE DATE 08/11/2024
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DESCRIPTION	AMOUNT
Project: Kinderlou-Clyattville Road - NWP14 HUC: Withlacoochee (03110203) Credits: 32.9 non-perennial stream (2018) X \$1800 per credit = \$59,220.00	59,220.00
SUBTOTAL	59,220.00
TAX	0.00
TOTAL	59,220.00
TOTAL DUE	\$59,220.00

THANK YOU.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Vertiv Service Contract for the UPS at the 911 Center,
Valdosta Tower and Clyattville Tower

DATE OF MEETING: July 23, 2024

Work
Session/Regular
Session

BUDGET IMPACT: \$21,389.90

\$13,111.70 - 911 Center

\$8,278.20 - Two Tower Sites

\$21,389.90 - Total Budget Impact

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Vertiv Service Contract for the UPS at the 911 Center,
Valdosta Tower and Clyattville Tower

HISTORY, FACTS AND ISSUES: The annual renewal of the Uninterruptible Power Supply (UPS) service contract is due. The agreement includes a guaranteed 4-hour response 24/7, emergency service labor and travel coverage, preventative maintenance visits, and battery replacement for the 911 Center, Valdosta (Stewart Street) Tower and Clyattville (Madison Hwy) Tower. The service contract for each individual tower will cost \$4,139.10. The service contract for the 911 Center will cost \$13,111.70. This is a budgeted item.

OPTIONS: 1. Approve Contract Renewals
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: E911

DEPARTMENT HEAD: Tonya Davis

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Proposal for Service

Vertiv Corporation

6/19/2024
LOWNDES COUNTY 911
1515 MADISON HWY
VALDOSTA, GA, 31601

6/19/2024
LOWNDES COUNTY 911
1515 MADISON HWY
VALDOSTA, GA, 31601
CPQ-611333-1

Alex,

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at 904-333-9078. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Cathy Fowler

11243-7 St. Johns Industrial Pkwy South

Jacksonville FL 32246

PHONE 904-333-9078

EMAIL cfowler@joepowell.com

Order CPQ-611333-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:

Site#: 1131402
 LOWNDES COUNTY 911
 1515 MADISON HWY
 VALDOSTA, GA
 31601
 US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1423824	SEALED BATTERY	38BP030RHR1BNR	2	Essential 8x5 (07/01/2024) - (06/30/2025)	\$2,019.85
1423825	SEALED BATTERY	38BP030RHR1BNR	2	Essential 8x5 (07/01/2024) - (06/30/2025)	\$2,019.85
1423826	NX 20-30	38SB030C0CHR	2	ESSENTIAL (07/01/2024) - (06/30/2025)	\$4,536.00
1423827	NX 20-30	38SB030C0CHR	2	ESSENTIAL (07/01/2024) - (06/30/2025)	\$4,536.00

Total price not including tax: \$13,111.70

any tax required must be included in customer purchase order

Payment Terms: Net 30 Days

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

ALL 3-PHASE MODELS

ESSENTIAL SERVICE - 2 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

VERTIV PROPRIETARY SERVICE TOOLS AND SOFTWARE

Vertiv Customer Engineers (CEs) are the only authorized, factory-trained and OEM-supported service providers for Vertiv equipment with access to Vertiv's proprietary service tools and software to ensure optimal equipment performance.

- ☑ Using proprietary software PPvis™, Paramset™, and WinSVT™ CEs apply Vertiv's knowledge base to diagnose, configure and optimize your Vertiv equipment.
- ☑ Vertiv is the only authorized source for critical proprietary firmware updates providing your equipment the latest version of operational firmware to ensure equipment is running at optimal performance and efficiency levels.
- ☑ Vertiv exclusively enables:
 - ☑ Access to OEM engineering support and product enhancements.
 - ☑ Optimized methods of procedure for efficient service supported by proprietary documentation.
 - ☑ Improved MTBR and MTTR.
 - ☑ Root cause forensic analysis.
 - ☑ Continual improvements with tested and certified updates for software and hardware improvements throughout the equipment's lifecycle.
 - ☑ CEs to be equipped with proprietary service documentation that provides access to the latest method of procedures and event data to return equipment online in the most efficient manner possible.
 - ☑ Benchmarking against the entire service population to identify service trends and provide solutions rapidly or before they occur, reducing or eliminating customer events and outages.

- ☑ Vertiv Service CEs are trained in NFPA 70E and OSHA best practices, and all processes and procedures strictly comply with NFPA 70E industry standards.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Semi-Annual Service

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Conduct diagnostic review with proprietary access to internal event logs.
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record the dc float voltage at the UPS and at the battery
8. Measure and record the ripple voltage and current

Annual Service

1. Check power capacitors for swelling or leaking oil (if applicable).
2. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
3. Measure and record harmonic trap filter currents (if applicable).
4. Check the inverter and rectifier snubbers for burned or broken wires.
5. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
6. Check fuses on the DC capacitor deck for continuity (if applicable).
7. With customer approval, perform operational test of the system, including unit transfer and battery discharge.
8. Calibrate and record all electronics to system specifications.
9. Check or perform Engineering Field Change Notices (FCN) as necessary.
10. Measure and record all low-voltage power supply levels.
11. Record phase-to-phase input voltage and currents.
12. Record real and apparent power for each phase.
13. Review system performance with customer to address any questions and to schedule any repairs.

Battery Inspection Service - Performed During the UPS Annual PM Service

1. Check integrity of battery cabinet (if applicable).
2. Perform a visual inspection of the battery, battery cabinet or rack and battery room and note any deficiencies and recommendations.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes batteries, air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

Modular designed UPS systems may have less accessibility to listed “if applicable” checks above due to the design and usage of certain UPS systems.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

VRLA (SEALED) BATTERY

ESSENTIAL SERVICE - 2 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

****During the initial PM visit, an Annual Service PM must be performed.****

Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.

10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal Ohmic values.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken, and/or planned.

Annual Service (includes the above, plus)

1. Re-tighten all connections to the battery manufacturer's specifications, if applicable. Refer to the manufacturer's literature to determine if re-tightening is required.
2. Measure and record all battery connection Ohmic values, when applicable.
3. Corrective Maintenance Performed as Required

Conditions for Single Jar Replacement Service for Lead Acid Batteries

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

ASSUMPTIONS AND CLARIFICATIONS

Does not include labor for full-string replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: CPQ-611333-1

Purchase Order must be assigned to:

Vertiv Corporation
505 N. Cleveland Avenue.
Westerville, OH 43082

Payment remittance address:

Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:

Vertiv Corporation c/o Cathy Fowler
Attn: Cathy Fowler
Email: cfowler@joepowell.com
Fax:

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other _____

Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

Cathy Fowler Date _____

Buyer Signature Required Date

Printed Name Title Phone

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer

("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESALE PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software

without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union,

and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers - California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building

structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

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Proposal for Service

Vertiv Corporation

6/24/2024
LOWNDES COUNTY 911
1515 MADISON HWY
VALDOSTA, GA, 31601

6/24/2024
LOWNDES COUNTY 911
1515 MADISON HWY
VALDOSTA, GA, 31601
CPQ-611369-1

Dear Alex,

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at 904-333-9078. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Cathy Fowler

11243-7 St. Johns Industrial Pkwy South

Jacksonville FL 32246

PHONE 904-333-9078

EMAIL cfowler@joepowell.com

Order CPQ-611369-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:

Site#: 2081009
 LOWNDES COUNTY 911
 201 STEWART STREET
 VALDOSTA, GA
 31601
 US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1276855	NFINITY 4-16	NB16S0712600	1	ESSENTIAL (07/01/2024) - (06/30/2025)	\$2,132.90
1276856	NFINITY 4-16	N900E1100000	1	ESSENTIAL (07/01/2024) - (06/30/2025)	\$2,006.20

Total price not including tax: \$4,139.10

any tax required must be included in customer purchase order

Payment Terms: Net 30 Days

Payment Frequency: YEAR

Invoicing Rule:

SCOPE OF WORK

MODULAR/EXTENDED BATTERY CABINET

NFINITY AND APS

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

Battery Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
4. Inspect for broken, brittle, damaged, or heat stressed components and cables.
5. Clean any foreign material and dust from internal compartments.
6. Perform a status check of alarm circuits.
7. Perform an operational test of the system including unit transfer to and from battery.
8. Install or perform Engineering Field Modifications including firmware revisions as necessary.
9. Return the system to normal load and verify the output voltage.
10. Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

NFINITY

ESSENTIAL SERVICE PARTS NOT GUARANTEED - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Parts are NOT Guaranteed. If a part is required to service the equipment and is available, it will be covered under this contract (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

SERVICE PERFORMED

UPS Preventive Maintenance Service

1. Record the phase to phase input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer to and from bypass.
9. Perform an operational test of the system including unit transfer to and from battery.

10. Install or perform Engineering Field Modifications including firmware revisions as necessary.
11. Return the system to normal load and verify the output voltage.
12. Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: CPQ-611369-1

Purchase Order must be assigned to:

Vertiv Corporation
505 N. Cleveland Avenue.
Westerville, OH 43082

Payment remittance address:

Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:

Vertiv Corporation c/o Cathy Fowler
Attn: Cathy Fowler
Email: cfowler@joepowell.com
Fax:

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other _____

Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

Cathy Fowler Date

Buyer Signature Required Date

Printed Name Title Phone

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer

("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESALE PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software

without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union,

and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers - California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building

structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

COPYRIGHT 2022 Vertiv Group Corp. All rights reserved. Vertiv™ and the Vertiv logo are trademarks or registered trademarks of Vertiv Group Corp. All other names and logos referred to are trade names, trademarks or registered trademarks of their respective owners. While every precaution has been taken to ensure accuracy and completeness here, Vertiv Group Corp. assumes no responsibility, and disclaims all liability, for damages resulting from use of this information or for any errors or omissions. Specifications, rebates and other promotional offers are subject to change at Vertiv's sole discretion upon notice. SL-70604_REVE_5-22.

Proposal for Service

Vertiv Corporation

6/24/2024
LOWNDES COUNTY 911
1515 MADISON HWY
VALDOSTA, GA, 31601

6/24/2024
LOWNDES COUNTY 911
1515 MADISON HWY
VALDOSTA, GA, 31601
CPQ-611339-1

Alex,

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at 904-333-9078. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Cathy Fowler

11243-7 St. Johns Industrial Pkwy South

Jacksonville FL 32246

PHONE 904-333-9078

EMAIL cfowler@joepowell.com

Order CPQ-611339-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:

Site#: 2081010
 LOWNDES COUNTY 911
 5522 MADISON HIGHWAY
 VALDOSTA, GA
 31601
 US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1279749	NFINITY 4-16	NB16S0712600	1	ESSENTIAL (07/01/2024) - (06/30/2025)	\$2,132.90
1279750	NFINITY 4-16	N900E1100000	1	ESSENTIAL (07/01/2024) - (06/30/2025)	\$2,006.20

Total price not including tax: \$4,139.10

any tax required must be included in customer purchase order

Payment Terms: Net 30 Days

Payment Frequency: YEAR

Invoicing Rule:

SCOPE OF WORK

MODULAR/EXTENDED BATTERY CABINET

NFINITY AND APS

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

Battery Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
4. Inspect for broken, brittle, damaged, or heat stressed components and cables.
5. Clean any foreign material and dust from internal compartments.
6. Perform a status check of alarm circuits.
7. Perform an operational test of the system including unit transfer to and from battery.
8. Install or perform Engineering Field Modifications including firmware revisions as necessary.
9. Return the system to normal load and verify the output voltage.
10. Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

NFINITY

ESSENTIAL SERVICE PARTS NOT GUARANTEED - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Parts are NOT Guaranteed. If a part is required to service the equipment and is available, it will be covered under this contract (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

SERVICE PERFORMED

UPS Preventive Maintenance Service

1. Record the phase to phase input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer to and from bypass.
9. Perform an operational test of the system including unit transfer to and from battery.

10. Install or perform Engineering Field Modifications including firmware revisions as necessary.
11. Return the system to normal load and verify the output voltage.
12. Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: CPQ-611339-1

Purchase Order must be assigned to:

Vertiv Corporation
505 N. Cleveland Avenue.
Westerville, OH 43082

Payment remittance address:

Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:

Vertiv Corporation c/o Cathy Fowler
Attn: Cathy Fowler
Email: cfowler@joepowell.com
Fax:

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other _____

Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

Cathy Fowler Date

Buyer Signature Required Date

Printed Name Title Phone

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer

("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESALE PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software

without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union,

and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers - California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building

structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

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LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Quit-Claim Deed of Abandoned Section of Race Track Road
SE

DATE OF MEETING: July 23, 2024

Work
Session/Regular
Session

BUDGET IMPACT: -0-
FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Quit-Claim Deed

HISTORY, FACTS AND ISSUES: On May 14, 2024, the Board abandoned a section of Race Track Road SE west of Highway 31. The property on both sides of the abandoned section of road is owned by Southern Gateway LLC. Southern Gateway, LLC has asked the Board to quit-claim the abandoned section to it. A proposed Quit-Claim Deed prepared by the County Attorney is attached.

OPTIONS: 1. Approve and authorize the Chairman to sign the attached Quit-Claim Deed.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Return Recorded Document To:
Elliott Blackburn PC
3016 North Patterson Street
Valdosta, GA 31602

QUIT-CLAIM DEED
(of Abandoned Section of County Road System)

STATE OF GEORGIA
LOWNDES COUNTY

THIS INDENTURE is made as of the 23rd day of July, 2024, between **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Grantor”) and **SOUTHERN GATEWAY LLC**, a Georgia limited liability company (“Grantee”), Grantor and Grantee to include their respective successors and assigns,

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does remise, release, and forever **QUIT-CLAIM** unto Grantee all the right, title, interest, claim, or demand which Grantor has or may have had in and to the following described real property, to wit:

All that certain area of land lying and being located in Land Lot 72 of the 11th Land District, Lowndes County, Georgia, formerly a part of Race Track Road SE (40’ R/W) located west of Georgia State Highway No. 31 depicted on that certain “Plat of Subdivision for: Southern Gateway, LLC,” prepared by Adam J. Guess (Registered Land Surveyor No. 2940), G&L Surveying & Mapping, recorded on July 18, 2023, in Plat Record Book 000PCC, Page 01575, in the records of the Clerk of Superior Court of Lowndes County, Georgia, which recorded plat is by reference incorporated herein for all purposes in aid of description,

with all and singular the rights, members, and appurtenances to said described property in anywise appertaining and belonging,

said certain area being a section of the county road system of Grantor declared abandoned pursuant to OCGA § 32-7-2(b)(1) by Resolution of Grantor dated May 14, 2024, and Grantee being the sole owner of property adjoining said certain area,

TO HAVE AND TO HOLD the said described property, so that neither Grantor, nor any other person or persons claiming under Grantor, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid described property, or its appurtenances or any part thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument by and through its authorized representatives the day and year first above written.

GRANTOR:

LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter, Chairman

Attest: _____
Belinda C. Lovern, County Clerk

Signed, sealed, and delivered
in the presence of:

Witness

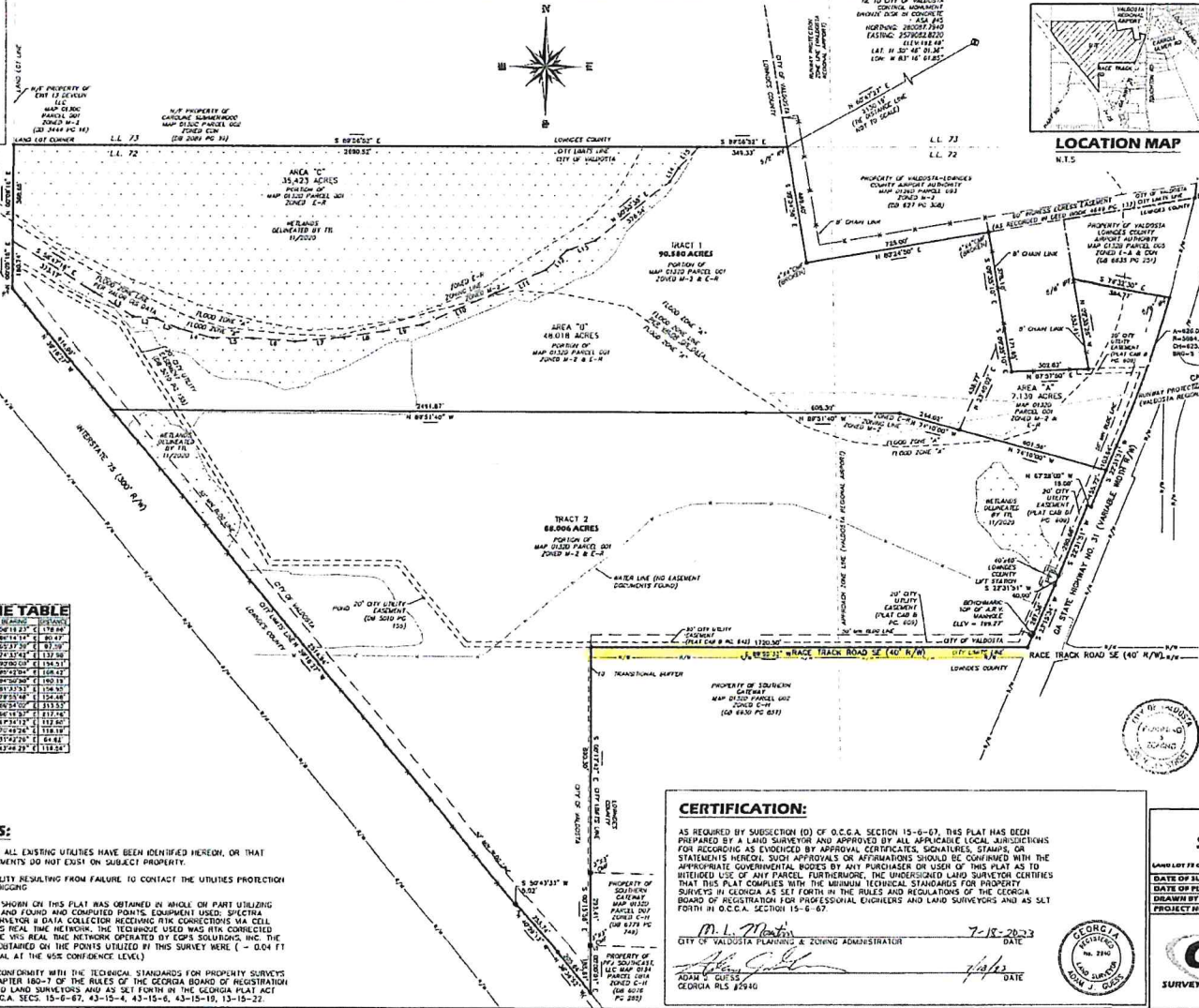
Notary Public

My commission expires: _____

(AFFIX SEAL)

Filed & Recorded
 DATE: 7/18/2023
 TIME: 11:36 AM
 PLAT BOOK: 0000PC
 PAGE: 61575
 RECORDING FEES: \$10.00
 PARTICIPANT ID: 2216784465
 CLIENT: Beth Greene
 Lowndes County, GA

RECEIVED FOR DEED OF SUPERIOR COURT



LINE TABLE

STATION	BEARING	DISTANCE
1	S 89°24'31\"	11.72
2	S 89°24'31\"	11.72
3	S 89°24'31\"	11.72
4	S 89°24'31\"	11.72
5	S 89°24'31\"	11.72
6	S 89°24'31\"	11.72
7	S 89°24'31\"	11.72
8	S 89°24'31\"	11.72
9	S 89°24'31\"	11.72
10	S 89°24'31\"	11.72
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45	S 89°24'31\"	11.72
46	S 89°24'31\"	11.72
47	S 89°24'31\"	11.72
48	S 89°24'31\"	11.72
49	S 89°24'31\"	11.72
50	S 89°24'31\"	11.72

SURVEYOR'S NOTES:

1. G&L MAKES NO GUARANTEE THAT ALL EXISTING UTILITIES HAVE BEEN IDENTIFIED HEREON, OR THAT UNKNOWN UTILITIES AND/OR EASEMENTS DO NOT EXIST ON SUBJECT PROPERTY.
2. FURTHER, G&L ASSUMES NO LIABILITY RESULTING FROM FAILURE TO CONTACT THE UTILITIES PROTECTION CENTER PRIOR TO ANY ON-SITE DIGGING.
3. HORIZONTAL AND VERTICAL DATA SHOWN ON THIS PLAT WAS OBTAINED IN WHOLE OR PART UTILIZING GPS, INCLUDING CONTROL POINTS AND COMPUTED POINTS. EQUIPMENT USED: SPECTRA PRECISION SP-85 & CARLSON SURVEYOR II DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA CELL PHONE FROM THE GPS SOLUTIONS NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EPOS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED BY THIS SURVEY WERE (±) 0.04 FT HORIZONTAL AND 0.05 FT VERTICAL, AT THE 95% CONFIDENCE LEVEL.
4. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNOLOGICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-8-67 AUTHORITY O.C.G.A. SECS. 15-8-67, 43-15-4, 43-15-6, 43-15-19, 13-15-22.

CERTIFICATION:

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-8-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTEREST OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-8-67.

M.L. Phipps
 CITY OF VALDOSTA PLANNING & ZONING ADMINISTRATOR
 DATE: 7-18-2023

Adam W. Guss
 CITY ENGINEER
 DATE: 7/18/23

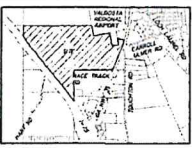


LEGEND

SP3 @ - IRON PIN 3/16\" - 3/8\" REBAR WITH CAP #3040
 SP4 @ - IRON PIN 1/2\" DIA
 SP5 @ - GALVANIZED PIPE FOUND
 O - NOT MONUMENTED
 --- - RIGHT OF WAY
 --- - CENTERLINE
 --- - FENCE

EQUIPMENT USED: TOPCON POKER STATION 103
 ROBOTTIC TOTAL STATION
 THE FIELD DATA MEASUREMENTS UPON WHICH THIS PLAT IS BASED WAS MADE USING AN ELECTRONIC TOTAL STATION. REDUNDANT MEASUREMENTS MADE TO THE CONTROL POINTS AND PROPERTY FEATURES CORNER MARKERS, BASED UPON THE REDUNDANT MEASUREMENTS OF THE PROPERTY CORNERS WITH RESPECT TO EACH OTHER WITHIN THE SURVEY IS NOT GREATER THAN 0.05 FEET FOR SUBURBAN SUBDIVISIONS INTERIOR BLOCKS (BOGARD RULE 180-7-33)
 METHOD OF ADJUSTMENT: HOME PLAT COURSE (17/18/2023)
 BEARINGS SHOWN WERE CALCULATED FROM GRID NORTH, GA WEST ZONE.

LOCATION MAP



FLOOD CERTIFICATION

THIS PROPERTY IS LOCATED IN TRACT 'A' AND 'A', ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS COMMUNITY-FLOOD HAZARD ZONE: 1302CZ02E EFFECTIVE DATE 09-28-2020

PROPERTY INFORMATION

MUNICIPALITY: MAP 0120 PARCEL 001 (CITY OF VALDOSTA)
 MAP 0120 PARCEL 001 (CITY OF VALDOSTA)
 LAND DISTRICT 11, LAND LOT 72
 TOTAL ACRES: 176.286 ACRES
 SURVEY ZONING: M-2 & L-8
 FRONT: 30' FROM R/W
 DEED BOOK: 6715/30730
 COUNTY: LOWNDES COUNTY
 CITY OF VALDOSTA WATER, CITY SEWER FORCE MAIN EXTENDS TO AREA
 DEED REFERENCE TO TRACTS 1 & 2: DEED BOOK 6375 PG 18
 SUBJECT PROPERTY IS IN THE AIRPORT OVERLAY DISTRICT AND WITHIN A DRAINAGE/BASIN WAREHOUSE AREA, AND IS SUBJECT TO PERTINENT REGULATIONS.

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS DUE ON THIS LAND HAVE BEEN PAID.

OWNER/S: _____ DATE: _____
 AGENT: *M.L. Phipps* DATE: 7/18/23

IT IS HEREBY CERTIFIED THAT THE LANDS AND IMPROVEMENTS SHOWN ON THIS PLAT AND BEING DESIGNATED AS BEING DEDICATED TO PUBLIC USE ARE HEREBY DEDICATED TO THE CITY OF VALDOSTA, GEORGIA, FOR PUBLIC USE.

PURSUANT TO TITLE 3 OF THE CITY OF VALDOSTA LAND DEVELOPMENT REGULATIONS, ALL THE REQUIREMENTS FOR APPROVAL, HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL BY:

THE PLANNING AND ZONING ADMINISTRATOR
 SIGNED: *M.L. Phipps* DATE: 7-18-2023
 PLANNING AND ZONING ADMINISTRATOR
 THE CITY ENGINEER, VALDOSTA, GA
 SIGNED: *Adam W. Guss* DATE: 7-18-23
 CITY ENGINEER

**PLAT OF SUBDIVISION FOR:
 SOUTHERN GATEWAY, LLC**

LAND LOT 72 OF THE 117 LAND DISTRICT CITY OF VALDOSTA, LOWNDES COUNTY, GEORGIA

DATE OF SURVEY: 06-28-23
 DATE OF PLAT: 06-19-23
 DRAWN BY: AGS
 PROJECT NUMBER: 0001-148

SCALE: 1 INCH = 300 FEET

3998 Irons Parkway Road
 P.O. Box 2060
 Valdosta, GA 31654
 Telephone: 229-241-1542
 Fax: 229-241-1543
 Email: guss@geogis.com
 GA OCSA LP0500960

G&L SURVEYING & MAPPING

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of FY2025 Juvenile Justice Incentive Grant

DATE OF MEETING: July 23, 2024

Work
Session/Regular
Session

BUDGET IMPACT: \$342,426.00 - 100% of eligible expenses
reimbursed by CJCC

FUNDING SOURCE:

- CJCC Funding - \$342,426.00
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Acceptance of FY2025 Juvenile Justice Incentive Grant

HISTORY, FACTS AND ISSUES: At the Regular Session Meeting on April 22, 2024, the Board of Commissioners approved the grant application and authorized staff to submit a funding proposal to the Criminal Justice Coordinating Council (CJCC) on behalf of the Lowndes County Juvenile Court for the FY2025 grant cycle. This additional funding will be used to continue providing diversionary programs started in FY2014. As part of the application process, the Board of Commissioners entered into a Memorandum of Understanding with Evidence-Based Associates (EBA) to utilize their services if program funding was awarded. Lowndes County was recently notified that their application had been selected for funding. EBA has submitted a service agreement outlining the scope of work they will provide and administrative procedures such as billing. Upon approval of this agreement, EBA will continue providing Functional Family Therapy Services to Lowndes County youths referred through the Lowndes County Juvenile Court system. Along with the Service Agreement, the Award Packet must be executed for the grant to be officially activated. For FY2025, Lowndes County was awarded \$342,426.00 in funding for these program services. This will allow the Court to provide services to 60 Lowndes County youths and their families. This grant program requires no matching funds on the part of Lowndes County, but is funded on a reimbursement basis.

- OPTIONS: 1. Accept the FY 2025 Juvenile Justice Incentive Grant and authorize the Chairman and staff to execute the Award Packet, which will include a Service Agreement with Evidence-Based Associates.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL**

FY25 Juvenile Justice Incentive Grant

SUBGRANT AWARD

SUBGRANTEE: Lowndes County

IMPLEMENTING

AGENCY: Lowndes County

FEDERAL FUNDS: \$ 342,426

MATCHING FUNDS: \$ 0

PROJECT NAME: Juvenile Justice Incentive Grant

TOTAL FUNDS: \$ 342,426

SUBGRANT NUMBER: Y25-8-018


GRANT PERIOD: 07/01/24-06/30/25

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

7/23/2024

Signature of Authorized Official Date

Bill Slaughter, Chairman

Typed Name & Title of Authorized Official

Date Executed: 06/14/24

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	Y25-8-018
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Juvenile Justice Incentive Grant	624.41	\$ 342,426

**CRIMINAL JUSTICE COORDINATING COUNCIL
SPECIAL CONDITIONS**

SUBGRANTEE: Lowndes County Board of Commissioners

PROJECT NAME: Juvenile Justice Incentive Grant

SUBGRANT NUMBER: Y25-8-018

SUBGRANT AWARD: \$342,426

1. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Initials _____

2. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials _____

3. In accordance with Federal regulations, your organization must comply with the following Equal Employment Opportunity Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees, but excluding political appointees), then it has to prepare an EEOP and submit it to the Office of Civil Rights (OCR), Office of Justice Programs, and U.S. Department of Justice for review within 60 days from the date of this award. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000

and has 50 or more employees, your organization must prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

If your organization received an award for less than \$25,000, or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of its Certified Assurances and may result in suspension or termination of funding until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to the Criminal Justice Coordinating Council upon request.

Initials _____

4. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>.

Initials _____

5. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

Initials _____

6. The subgrantee agrees to abide by Georgia law regarding the utilization of psychologists (O.C.G.A. § 43-39-1, et. seq).

Initials _____

7. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the Criminal Justice Coordinating Council encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials _____

8. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials _____

9. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials _____

10. The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials _____

11. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials _____

12. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials _____

13. The subgrantee agrees that consultant/contractor fees in excess of \$450.00 per eight-hour day (\$56.25 per hour) must have prior approval from the Office of Justice Programs and the Criminal Justice Coordinating Council.

Initials _____

14. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express prior written approval of the Office of Justice Programs.

Initials _____

15. The Criminal Justice Coordinating Council will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Criminal Justice Coordinating Council reserves the right to add any conditions to the award and/or retain any unused funds if deemed necessary.

Initials _____

16. The subgrantee must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Official contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials _____

17. The subgrantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website.

Initials _____

18. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Initials _____

19. The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials _____

20. All courts must use the Department of Juvenile Justice (DJJ) Detention Assessment Instrument (DAI) for any youth considered for detention, as required by the H.B. 242, as passed in the 2013 legislative session of the Georgia General Assembly. The Predisposition Risk Assessment (PDRA) Instrument should also be used in all instances where the tool is appropriate for the youth being considered for the evidence-based program (in any instances in which the youth is adjudicated). The PDRA score should be entered into the Juvenile Tracking System (JTS), or Juvenile Data Exchange (JDEX) when available. Only youth with a moderate to high PDRA score are eligible for Incentive Grant programming.

Initials _____

21. All grant funds must be used to serve youth who have come into contact with the juvenile justice system and would not be considered dependency cases. All youth served by the grant must have a new delinquent charge. No CHINS cases should be served.

Initials _____

22. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials _____

23. This is a reimbursement grant. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 30 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials _____

24. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for

the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials _____

25. Statistical and/or evaluation data describing project performance must be submitted to The Carl Vinson Institute of Government and the Department of Juvenile Justice through monthly surveys and quarterly reports using the prescribed format provided to the subgrantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this grant and/or any other grant administered by the Criminal Justice Coordinating Council until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials _____

26. The subgrantee agrees to comply with the guidance contained in the 2024 Juvenile Justice Incentive Grant Program Request for Proposals.

Initials _____

27. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with a Subgrant Adjustment Request (SAR). The SAR and justification will be considered on a case-by-case basis.

Initials _____

28. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter, and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained and managed by the Criminal Justice Coordinating Council.

Initials _____

29. Waivers for the above 25% or 50% expenditure requirement will be granted at the discretion of the Criminal Justice Coordinating Council. No waivers will be available for the 75% requirement.

Initials _____

30. Non-compliance with any of the special conditions contained within this document by the authorized official, project officials, and/or employees of this grant will result in a recommendation to the Criminal Justice Coordinating Council that the award be rescinded.

Initials _____

31. The subgrantee and juvenile court permit access by the Criminal Justice Coordinating Council, or designated entity, to delinquency case information collected, managed, and stored in its JCATS or JTS database.

Initials _____

32. The subgrantee certifies that any and all subagreements shall follow the reimbursement nature of the grant and shall not include any minimum to serve clause or fixed payment schedule. Payments issued to subcontractors shall be on a reimbursement basis and shall not be processed prior to the rendering of services. All subagreements relating to this grant shall be submitted to the Criminal Justice Coordinating Council prior to the approval and reimbursement of any Subgrant Expenditure Report (SER).

Initials _____

33. Subgrantee acknowledges that funds provided under this grant award are state and federally-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by the Criminal Justice Coordinating Council no later than October 30, 2024. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify the Criminal Justice Coordinating Council by October 30, 2024 or risk losing access to those funds.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed Name of Authorized Official: Bill Slaughter

Title: Chairman

Signature: _____

Date: 7/23/2024



**U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

Place of Performance (Street address, city, county, state, zip code)

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Check if there are workplaces on file that are not identified here.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

Check if the State has elected to complete OJP Form 4061/7.

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Lowndes County Board of Commissioners PO Box 1349 Valdosta, GA 31603

2. Application Number and/or Project Name

Lowndes County Juvenile Justice Incentive Grant

3. Grantee IRS/Vendor Number

58-6000856

4. Typed Name and Title of Authorized Representative

Bill Slaughter, Chairman

5. Signature 6. Date

7/23/2024

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 7/23/2024

SUBGRANTEE: Lowndes County

SUBGRANT #: Y25-8-018

PROJECT NAME: FY25 Juvenile Justice Incentive Grant

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type shown should be entered in the section indicated.

- REVISED BUDGET Go To SECTION I
- PROJECT PERIOD AND/OR EXTENSION. Go To SECTION II
- PROJECT OFFICIALS/ADDRESSES. . . Go To SECTION III
- PROJECT PERSONNEL. Go To SECTION III
- GOALS AND OBJECTIVES Go To SECTION III
- OTHER. Go To SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 0	_____	_____
EQUIPMENT	0	_____	_____
SUPPLIES	0	_____	_____
TRAVEL	0	_____	_____
PRINTING	0	_____	_____
OTHER	342,426	_____	_____
TOTAL	\$ 342,426	_____	_____
Federal	\$ 342,426	_____	_____
Match	\$ 0	_____	_____

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION, # OF MONTHS:
Start Date: <u>07/01/24</u>	Start Date: _____	_____
End Date: <u>06/30/25</u>	End Date: _____	_____

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

SUBGRANT ADJUSTMENT REQUEST

FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: _____

SUBGRANTEE: Lowndes County

SUBGRANT #: Y25-8-018

PROJECT NAME: FY25 Juvenile Justice Incentive Grant

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

No adjustments, revisions or changes requested.

SUBMITTED BY:

	Chairman	7/23/2024
Signature of Financial Officer or Project Director	Title	Date

CJCC ROUTING AND APPROVALS:	Approval	Disapproval	Reviewer Signature
Reviewed By:	_____	_____	_____
Authorized By:	_____	_____	_____

DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address and phone number for the project director, the financial officer and the authorized official for the grant. No two officials can be the same person.

A. Project Director

This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

B. Financial Officer

This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer or comptroller.

C. Authorized Official

This person is the official who is authorized to apply for, accept, decline or cancel the grant for the applicant agency. This person must be the executive director of a state agency, chairperson of the county Board of Commissioners, mayor, or chairperson of the City Council. All official correspondence regarding the grant and the application (assurances, disclosures, certifications, award documentation, subgrant expenditure reports, subgrant adjustment reports) **must** be signed by the authorized official. Once an award has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to the Council.

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: Lowndes County Board of Commissioners

PROJECT TITLE: Juvenile Justice Incentive Grant

Mr. Ms.

Ashley Tye

PROJECT DIRECTOR NAME (Type or Print)

EMA Director

Title and Agency

PO Box 1349

Valdosta

31603

Official Agency Mailing Address

City

Zip

(229) 671-2790

Daytime Telephone Number

Fax Number

ashley.tye@lowndescounty.com

E-Mail Address

Mr. Ms.

Stephanie Black

FINANCIAL OFFICER (Type or Print)

Finance Director

Title and Agency

PO Box 1349

Valdosta

31603

Official Agency Mailing Address

City

Zip

(229) 671-2525

Daytime Telephone Number

Fax Number

sblack@lowndescounty.com

E-Mail Address

Mr. Ms.

Bill Slaughter

AUTHORIZED OFFICIAL (Type or Print)

Chairman

Title and Agency

PO Box 1349

Valdosta

31603

Official Agency Mailing Address

City

Zip

(229) 671-2440

Daytime Telephone Number

Fax Number

bslaughter@lowndescounty.com

E-Mail Address

AGREEMENT FOR SERVICES

Georgia Juvenile Justice Incentive Grant Program

July 1, 2024 – June 30, 2025

This Agreement is executed by and between **Evidence Based Associates, LLC**, a limited liability corporation, authorized to do business in Georgia, (hereinafter referred to as “EBA”), and **Lowndes County**, a local governmental entity, (hereinafter referred to as County”).

EBA and Lowndes County have commenced their work together for the implementation of juvenile justice system reforms throughout Georgia and have applied for and been awarded a grant in the amount of **\$342,426.00** from the State of Georgia, Criminal Justice Coordinating Council (CJCC). The parties hereto have previously entered into a Memorandum of Understanding for the implementation of the Georgia Juvenile Justice Incentive Grant Program. Based on the grant award, this Agreement memorializes the scope of services for implementation as partners with EBA serving as the Managing Entity.

A. Scope of Services:

Evidence-Based Associates will confirm a budget, assist with the selection of therapeutic service providers, manage the direct service providers, ensure fidelity of services implemented, provide reports showing the results of the programs, and meet the goals established by the State and the County for performance and delivery of services to the families as follows:

- Selection of and subcontracting with service providers. The county will approve selections.
- Coordination with model dissemination organizations, including arranging for licensure of selected providers, training for front-line staff and supervisors, and ongoing consultation with provider agencies to ensure fidelity to proven program models.
- Web-based, system-wide data tracking to allow for program monitoring and continuous quality improvement.
- Regular (i.e., monthly, quarterly, and annual) reporting on key performance indicators.
- Collaboration with referral agencies and courts to ensure high utilization of model programs.
- Stakeholder communications and education to ensure the sustainability of funding and effort.

In addition, EBA will provide training to key stakeholders, regional groups, and/or circuits on evidence-based programming for juvenile offenders upon request. The training will include information on the research base behind each of the models, including program outcomes, cost-benefit analysis, program eligibility, referral criteria, and other areas of interest as identified by the groups. These sessions will be open to all stakeholders, policymakers, and practitioners.

B. Compensation:

1. The contract amount under this Agreement shall not exceed **\$342,426.00** unless agreed to in writing by the Parties.

The method of Payment shall be made as follows:

2. Compensation shall be paid to Evidence-Based Associates based upon a per diem basis per youth starting at the time of admission in the program until discharge. The per diem is based on the evidence-based program selected. See Exhibit A for rates. Invoices from EBA shall be submitted to the County by the 10th day of the month following services. If payment of an invoice is not received within 30 days after the invoice date the County shall pay EBA, in addition to the amount of the invoice, interest at a rate established pursuant to Georgia Law. Such interest shall be added to the invoice at the time of submission to the County, when applicable.
3. EBA shall maintain supporting documentation such as timesheets, equipment purchases, travel logs, supply purchases, inventory records, subcontractor agreements, and consultant contracts.
4. When FFT is utilized, EBA will guarantee that 75% of the juveniles and families, enrolled in the program beginning 7/1/2024 through 6/1/2025, will successfully complete all components of the program leading to successful discharge.
5. If there is less than a 75% completion rate, EBA will provide services, at no cost, to additional juveniles and their families until such time as an aggregate total of 75% is attained.

C. Copyrights and Right to Data:

Where activities, services, materials, writings, pictorial reproductions, drawings, mental health direct services developed and provided by this Contract known as the provision of FFT services (herein known as “Works”) are utilized by the State of Georgia or the County, and those Works are learned through training and experience by working with EBA for the provision of services to juveniles in Georgia, the County has no right to use, duplicate or disclose those works, in whole or in part, in any manner, for any

purpose whatsoever, or allow others acting on its behalf to do so, without the express written consent of EBA. The Works have been carefully developed and are solely owned by EBA and have been carefully developed, and the County has no right to claim any interest, the demand of any claim of any kind, to any patent, trademark, or copyright, or application of the same. All rights are vested in EBA.

D. Program Requirements:

1. Religion: Grantee programs may not promote, discuss, or teach religion. Program activities and services are required to be accessible to any interested participant, regardless of religious affiliation.

2. Federal Criminal Background Checks: All Grantees must conduct federal criminal background checks on all personnel who will have direct contact with youth served by the grant project. These background checks must take place prior to the provision of services by program personnel and the grantee must maintain a copy of these records for CJCC auditing purposes.

3. Internet Security Policy: CJCC requires all grantees to establish and enforce an Internet Security Policy when minor participants and/or staff have access (supervised or unsupervised) to the Internet. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC-funded program component.

E. Performance Objectives:

The State identified goals for the performance of the Counties. These performance metrics are provided in Exhibit B.

F. Termination:

Either party may terminate this Agreement for cause upon providing notice to the defaulting party, giving 30 days to cure. If the violation of this Agreement is not cured within 30 days, the non-defaulting party shall notify the defaulting party of the termination date. All fees and costs due and owing shall be paid within 15 days of termination.

Either party may terminate this Agreement for convenience upon providing notice to the other party giving 90 days' notice. All fees and costs due and owing shall be paid within 15 days of termination.

G. Governing Law and Venue:

This Agreement has been delivered in the State of Georgia and shall be construed in accordance with the laws of Georgia.

H. Notices:

Any notice required to be given to the parties shall be in writing and shall be deemed given when delivered by hand or by one of the following: U.S. Mail, Receipted Mail (such as Federal Express or Priority Mail), Email, or Facsimile. Any party may change the address to which notice is to be given by written documentation given in one of the methods listed herein.

The project coordinator on behalf of EBA and the County Lead Contact are:

Terri Barnes
EBA
tbarnes@ebanetwork.com
770-990-6046

Ashley Tye
Lowndes County
PO Box 1349
Valdosta, GA 31603
atye@lowndescounty.com
(229) 671-2790

Both parties acknowledge good and valuable consideration has been given, the receipt and sufficiency of which are hereby acknowledged. This Agreement is valid as of this 1st day of July, 2024.



Nicole Janer
On behalf of:
Evidence Based Associates, LLC
As its Director of Operations

Bill Slaughter
On behalf of:
Lowndes County Board of Commissioners
As its Chairman

Exhibit A

List of Model Evidence-Based Programs

Scope of Services and Case Rates

Program Referrals and Intake

Staffing

- a. Staff Roles and Responsibilities
- b. Staff Orientation and Training

Exhibit B

Goals, Objectives and Evaluation

- a. Program Goals
- b. Program Objectives
- c. Outcome Management and Evaluation

EXHIBIT A

The specific evidenced-based program(s) to be managed by Evidence-Based Associates and selected by Lowndes County during the FY 2024-25 funding cycle will include:

- **Functional Family Therapy (FFT)** is cited in multiple lists, most notably by the Blueprints for Healthy Youth Development of the Center for the Study and Prevention of Violence, Crime Solutions of the United States Department of Justice, the Washington State Institute of Public Policy and others as one of only a few research-proven programs for reducing juvenile delinquency and improving youth and family outcomes. FFT focuses on treating youth aged 11-18 ranging from at-risk preadolescents to youth with very serious problems such as conduct disorder. Treatment duration is approximately 1-3 sessions a week for 3-4 months; home-based; and scheduled during the day or evenings as convenient for families.

This proposed intervention is appropriate for delinquent youth and has been rigorously researched and found to be effective for at-risk youth with histories of aggression, violence and/or substance abuse disorders. The program is most effective when delivered with strict fidelity adherence and when a range of criminogenic needs are addressed. Thus, the practice proposed is evidence-based, can be delivered in the community, replicated in diverse communities, involve the family, and target the issues proven to correlate with delinquency.

Case Rates are provided as follows. (These rates are subject to adjustment on a yearly basis in accordance with the Consumer Price Index or another adjustment factor agreed by the parties).

FFT – 90-day treatment = \$6,040.44 case rate (\$67.12 per diem) for a total of 57 youth served @ \$342,426.00.

a. Program Referrals and Intake

EBA and Lowndes County commit to establishing program referrals and intake procedures consistent with the parameters and requirements of the evidence-based program selected. They also commit to developing:

- Detailed description of how the DJJ Detention Assessment Instrument (DAI) and the Pre-Disposition Risk Assessment (PDRA) will be utilized to ensure consistency and uniformity in decision-making

- Training for Court intake officers so they can appropriately explain these services to parents, and development of a standardized written consent form that must be obtained from all caregivers to refer youth to these services.

Staffing

a. Staff Roles and Responsibilities

EBA will assign a part-time EBA project manager who will ensure strict adherence to each of the selected program's established protocols.

The EBA Project Manager is responsible for:

- Providing overall project oversight and management with a rigorous focus on meeting or exceeding expected outcomes
- Facilitating stakeholder collaboration and management to ensure continuous buy-in and support for the diversion initiative and evidence-based services
- Ensuring an adequate number of referrals and point-in-time utilization of slot capacity for all provider agencies, and working with the Court as needed to resolve referral issues
- Overseeing the procurement, hiring, orientation, training, model adherence, administrative management, and accountability of all provider agencies and clinical teams, and sharing outcome data and improvement plans with key stakeholders.

b. Staff Orientation and Training

All evidence-based program therapists, supervisors and facilitators will receive required initial and ongoing training in the models from the respective national dissemination organizations to ensure model adherence. EBA will broker this training for all selected service providers, and engage in additional provider readiness, technical assistance, and support activities to ensure provider effectiveness, including:

- EBA will send all providers an organizational checklist that includes all administrative, programmatic, and purchasing requirements for model implementation with an associated timeline, and oversee adherence to this timeline
- Meet with the agency executive directors to review and approve their plans for integrating the new teams into their organization, and establishing the appropriate structures and organizational culture needed to support model adherence
- Assist and oversee the hiring of all supervisors and facilitators, and implement **EBAAssets™** to help providers recruit and retain staff more effectively

Monitor model adherence and case outcomes, and work with national evidence-based program consultants and providers to implement ongoing training and technical assistance to address improvement needs.

EXHIBIT B

Goals, Objectives, and Evaluation

a. Program Goals

To ensure adherence to the overall mission and intent of the initiative, the program goals for this diversion initiative will include:

1. Reduce felony commitments to the Department of Juvenile Justice and STP sentences.
2. Increase the use of evidence-based practices as community-based alternatives to detention and residential placement
3. Reduce the recidivism rate of youth involved with the juvenile justice system
4. Reduce annual secure detention admissions and rate of admissions.
5. Reduce annual secure confinements and rate of confinements.
6. Demonstrate cost-savings through the provision of research-informed, community-based services to youth in the juvenile justice system
7. Develop a more research-informed, data-driven juvenile justice system focused on the rigorous monitoring and continuous quality improvement of public safety, youth, and family outcomes

b. Program Objectives

To ensure adherence to the objectives of the initiative, EBA is committed to meeting and exceeding the following program objectives during the FY 2024/25 cycle:

1. The project will demonstrate a 20% reduction from the fiscal year 2012 in the rate of annual felony commitments to DJJ and Short-Term Program (STP) admissions.
2. The project will demonstrate a reduction in the annual Secure Confinement rate.
3. The project will demonstrate a reduction in the annual Secure Detention rate.
4. At least 75% of project participants will complete program requirements.
5. At least 60% of youth completing services will not re-offend as calculated using the recidivism definition. As defined by: A new charge (within 3 years of the initial post-adjudication community placement) which results in a juvenile court delinquency adjudication OR adult criminal court conviction.
6. The project will report cost-savings per youth by calculating the average cost to provide targeted intervention subtracted from the average cost to detain youth.

July 23, 2024

Laura Oropeza
Grant and Program Specialist, Juvenile Justice
Criminal Justice Coordinating Council
104 Marietta St. NW, Suite 440
Atlanta, GA 30303

Ms. Oropeza,

Please allow this letter to serve as my official authorization for Stephanie Black, Finance Director, to sign any paperwork related to the Juvenile Justice Incentive Grant, sub grant# Y25-8-018, awarded to the Lowndes County Board of Commissioners for the Project period 07/01/24 through 06/30/25. If you have any further questions or need additional information from me, please feel free to contact me. Thank you for your continued support of this program which allows us better to serve the youth and families in our community.

Sincerely

Bill Slaughter
Chairman
Lowndes County Board of Commissioners

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Alterations to Lowndes County Fire Station #10

DATE OF MEETING: July 23, 2024

BUDGET IMPACT: \$362,662.00

FUNDING SOURCE:

Work
Session/Regular
Session

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Alterations to Station #10

HISTORY, FACTS AND ISSUES: Alterations to Station #10 include turning the existing dayroom into three (3) bedrooms and one (1) shower, remodeling the existing shower, replacing all flooring with luxury vinyl plank (LVP), and painting all interior walls. A pre-bid meeting was conducted on June 6, 2024 and six (6) contractors attended. Bids were received and opened on June 20, 2024 and staff received one bid:

Standard Contractors - \$362,662.00

- OPTIONS: 1. Approve Standard Contractors as the low bidder and authorize the Chairman to sign the contract.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod






ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Bid Tabulation Form

For

Lowndes County Fire Station 10

June 20, 2024 2:00 PM

CONTRACTOR	BASE BID	DAYS	REMARKS
CHUCK SMITH & SON CONSTRUCTION			
JH CONSTRUCTION, LLC			
KELLERMAN CONSTRUCTION			
MWN SOLUTIONS			
SLONE ASSOCIATES			
STANDARD CONTRACTORS	362,662.00	120	Bid Bond Addenda 1 & 2

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Moody Hydrant Replacement Project

DATE OF MEETING: July 23, 2024

BUDGET IMPACT: \$891,210.00

FUNDING SOURCE:

Work
Session/Regular
Session

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Moody Hydrant Replacement Project

HISTORY, FACTS AND ISSUES: Lowndes County Utilities Department solicited bids to replace 40 older fire hydrants at Moody Air Force Base. One bid was received from Standard Contractors, Inc. for \$891,210.00. The bid far exceeded the budgeted amount for this project. Staff recommends the bid be rejected.

OPTIONS: (1.) Approve
(2.) Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Grassy Pond Utilities Replacement

DATE OF MEETING: July 23, 2024

BUDGET IMPACT: \$995,604.00

FUNDING SOURCE:

Work
Session/Regular
Session

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Grassy Pond Utilities Replacement

HISTORY, FACTS AND ISSUES: Lowndes County Utilities Department solicited bids to replace the utilities for the RV park and cabins at Grassy Pond Recreation Facility. This capital project will be funded by Moody Air Force Base (AFB) through a modification to our current water & sewer contract with Moody AFB. Lowndes County received four bids, K-Dug Corporation was the low bidder at \$995,604.00. Staff recommends approval and to authorize the Chairman to sign the contract with K-Dug Corporation.

K-Dug Corporation \$995,604.00

RPI, Inc. \$1,147,783.56

JWA, Inc. \$1,606,763.68

Killeen Construction, Inc. \$1,864,467.00

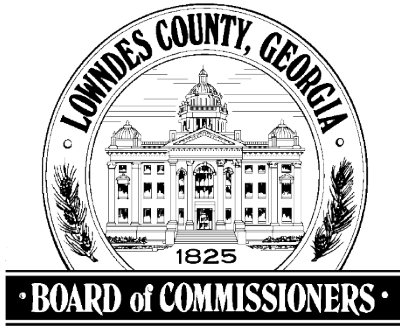
- OPTIONS: (1.) Approve
(2.) Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Lowndes County Utilities Department

Bid Opening

Grassy Pond Utilities Replacement

Date July 9, 2024

Company	Addendum	Bid Bond		Bid
RPI, Inc.	Yes	Yes		\$1,147,783.56
K-Dug Corporation	Yes	Yes		\$995,604.00
JWA, Inc.	Yes	Yes		\$1,606,763.68
Killeen Construction, Inc.	Yes	Yes		\$1,864,467.00