



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, NOVEMBER 13, 2023, 8:30 AM  
REGULAR SESSION, TUESDAY, NOVEMBER 14, 2023, 5:30 PM  
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 - October 23, 2023 & Regular Session - October 24, 2023  
Recommended Action:  
Documents:

**5. Appointment**

- a. Valdosta - Lowndes County Development Authority (Joint Appointment)  
Recommended Action: Board's Pleasure  
Documents:

**6. For Consideration**

- a. Approval of Solicitor General's VAWA Competitive Grant Application for 2024  
Recommended Action: Approve  
Documents:
- b. Cross Connection Control Plan  
Recommended Action: Approve  
Documents:
- c. A New Addition to the Lowndes County Jail Construction  
Recommended Action: Approve  
Documents:
- d. Code Red Service Agreement Renewal  
Recommended Action: Approve  
Documents:

**7. Bid**

- a. Lowndes County 911 Bids  
Recommended Action: Approve  
Documents:

**8. Reports - County Manager**

**9. Citizens Wishing To Be Heard - Please State Your Name and Address**

## 10. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Valdosta - Lowndes County Development Authority (Joint Appointment)

DATE OF MEETING: November 14, 2023

Recommendation

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing/Reappointing a Member

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HISTORY, FACTS AND ISSUES: Mr. John Crawford's term on the Valdosta-Lowndes County Development Authority will expire January 1, 2024. Mr. Crawford has expressed a desire to be reappointed. This is a joint appointment by the Lowndes County Board of Commissioners and the Valdosta City Council. After the Commission votes on the reappointment of Mr. Crawford, the City Council will be notified of the decision.

OPTIONS: 1. Appoint/Reappoint a Member.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

**Lowndes County Board/Agency Appointee Information Sheet - Submission #145**

Date Submitted: 9/19/2023

Date:

9/19/2023

Board/Agency Applying For:

Valdosta-Lowndes Development Authority

Last Name

Crawford

First Name

John

Street Address

City/State/Zip

Valdosta, GA

Phone Number

Email Address

Occupation

Lobbyist

Professional Experience

From May, 2008 until August of 2022 I served as Vice President for University Advancement at Valdosta State University & CEO of the VSU Foundation, Inc. In September of 2022 I became principal of Coleman Talley Strategies LLC, the government affairs division of Coleman Talley LLP. Prior to coming to Valdosta I served as Associate VP for Institutional Advancement at the University of West Alabama and as Special Assistant to the President & Legislative Liaison at the University of Montevallo in Alabama.

Knowledge & Skills

I have extensive knowledge of the public policy process as well as the interworkings of local, state, and federal government operations. I am an accomplished fundraiser and for 15 years managed a public university foundation with assets in excess of \$80M and an annual operating budget in excess of \$2M. I have completed Development Authority training at the University of Georgia's Carl Vincent Institute.

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

I am currently a member of the Valdosta-Lowndes Development Authority and I am seeking re-appointment when my term expires on 12/31/2023.

**Extra Activities & Community Organizations**

Valdosta-Lowndes County Chamber of Commerce Government Affairs Committee, Georgia Chamber of Commerce Government Affairs Committee, Azalea City Civic Club

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Approval of Solicitor General's VAWA Competitive Grant Application for 2024

DATE OF MEETING: November 14, 2023

Work Session/Regular  
Session

BUDGET IMPACT: \$25,669.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Solicitor General's VAWA Competitive Grant Application for 2024

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HISTORY, FACTS AND ISSUES: The Solicitor-General's Office has received the VAWA (Violence Against Women Act) Grant since 2018. This grant funds budgeted costs associated with a specialized prosecutor to handle Family Violence and Violence Against Women Crimes. The CJCC is seeking competitive applications for funding under the VAWA Grant Program. The initial award period is January 01, 2024 - December 31, 2024. Awarded agencies will be eligible annually for continued funding at the amount awarded through December 31, 2026 and would have to apply annually through continuation grants. We will be submitting a budget request to include an increase in salary and benefits, as well as necessary office supplies, training and travel, in hopes that additional funding will be awarded. If the request is approved as submitted, then Lowndes County would be responsible for providing matching funds of \$25,669, which is significantly less than the previous amount of \$36,266. It is possible for our application to be approved, but at a different amount. If that were to happen, we would then re-evaluate our budget, make the necessary adjustments and come back before the board requesting approval of the new cash match amount. At this time, the Solicitor General's Office requests the board's approval to submit the VAWA Competitive Grant Application for 2024.

OPTIONS: 1. Approve Solicitor-General's FY2024 VAWA Competitive Grant Application  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Cross Connection Control Plan

DATE OF MEETING: November 14, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Cross Connection Control Plan.

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HISTORY, FACTS AND ISSUES: The Georgia Environmental Protection Division (EPD) requires us to update our cross connection control plan. Staff in conjunction with Lovell Engineering Associates (LEA) has put together a cross connection plan that meets Georgia EPD criteria. Additionally, this plan will insure that our potable water is safe for consumption. Staff recommends approval of the cross connection control plan.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# CROSS-CONNECTION CONTROL PLAN

LOWNDES COUNTY, GA



**Lowndes County Utilities**

**327 N. Ashley Street**

**Valdosta, GA 31602**

**229-671-2500**

<https://www.lowndescounty.com/168/Utilities>



# Table of Contents

|   |    |
|---|----|
| I. Purpose.....                                       | 1  |
| II. Authority .....                                   | 1  |
| III. Responsibility .....                             | 1  |
| IV. Definitions .....                                 | 2  |
| V. Administration .....                               | 5  |
| VI. Requirements .....                                | 5  |
| VII. Degree of Hazard.....                            | 8  |
| VIII. Permits.....                                    | 10 |
| IX. Existing In-use Backflow Prevention Devices. .... | 11 |
| X. Periodic Testing .....                             | 11 |
| XI. Records and Reports .....                         | 12 |
| XII. Fees and Charges .....                           | 12 |
| XIII. Forms.....                                      | 13 |



### I. Purpose

A. To protect the public potable water supply served by the Lowndes County Utilities Department from the possibility of contamination or pollution by isolating, within its customers internal distribution system, such contaminants or pollutants which could backflow or back-siphon into the public water system.

B. To promote the elimination or control of existing cross-connections, actual or potential, between its customers in-plant potable water system, and non-potable systems.

C. To provide for the maintenance of a continuing program of cross-connection control which will effectively prevent the contamination or pollution of all potable water systems by cross-connection.

### II. Authority

A. The Federal Safe Drinking Water Act of 1974, and the statutes of the Georgia Rules for Safe Drinking Water Section 391-3-5.13. The water purveyor, the Lowndes County Utilities Department has the primary responsibility for preventing water from unapproved sources, or any other substances, from entering the public potable water system.

B. Lowndes County Unified Land Development Code, Water and Sewer Code Adopted

### III. Responsibility

The Director of Utilities shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow or back-siphonage of contaminants or pollutants through the water service connection. If, in the judgment of the Director of Utilities, an approved backflow device is required at the County's water service connection to any customer's premises, the Director, or his/her delegated agent, shall give notice in writing to said customer to install an approved backflow prevention device at each service connection to his/her premises. The customer shall, within 90 days, install such approved device or devices, at his/her own expense. Failure, refusal, or inability on the part of the customer to install said device or devices within ninety (90) days, shall constitute grounds for discontinuing water service to the premises until such device or devices have been properly installed.



#### IV. Definitions

**Air Gap** - A physical separation sufficient to prevent backflow between the free-flowing discharge end of the potable water system and any other system. Physically defined as a distance equal to twice the diameter of the supply side pipe diameter but never less than one (1) inch.

**Approved** - Accepted by the Director of Utilities as meeting an applicable specification stated or cited in this regulation, or as suitable for the proposed use.

**Atmospheric Vacuum Breaker** - A device which prevents back-siphonage by creating an atmospheric vent when there is either a negative pressure or sub-atmospheric pressure in a water system.

**Auxiliary Water Supply** - Any water supply, on or available, to the premises other than the purveyor's approved public potable water supply.

**Backflow** - The flow of water or other liquids, mixtures or substances, under positive or reduced pressure in the distribution pipes of a potable water supply from any source other than its intended source.

**Backflow Preventer** - A device or means designed to prevent backflow or back-siphonage. Most commonly categorized as air gap, reduced pressure principle device, double check valve assembly, pressure vacuum breaker, atmospheric vacuum breaker, hose bibb vacuum breaker, residential dual check, double check with intermediate atmospheric vent, and barometric loop.

**Barometric Loop** - A fabricated piping arrangement rising at least thirty-five (35) feet at its topmost point above the highest fixture it supplies. It is utilized in water supply systems to protect against back-siphonage.

**Back-siphonage** - The flow of water or other liquids, mixtures or substances into



## Cross-Connection Control Plan

### Lowndes County Utilities

the distribution pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

**Containment** - A method of backflow prevention which requires a backflow preventer at the water service entrance.

**Contaminant** - A substance that will impair the quality of the water to a degree that it creates a serious health hazard to the public, leading to poisoning or the spread of disease.

**Cross-Connection** - Any actual or potential connection between the public water supply and a source of contamination or pollution.

**Department** - Lowndes County Utilities Department.

**Director of Utilities** - The Director, or his/her delegated representative in charge of the Lowndes County Utilities Department, is vested with the authority and responsibility for the implementation of a cross-connection control program and for the enforcement of the provisions of the Ordinance.

**Double Check Valve Assembly** - An assembly of two (2) independently operating spring-loaded check valves with tightly closing shut off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve.

**Double Check Valve with Intermediate Atmospheric Vent** - A device having two (2) spring-loaded check valves separated by an atmospheric vent chamber.

**Fixture Isolation** - A method of backflow prevention in which a backflow preventer is located to correct a cross connection at an in-plant location rather than at a water service entrance.

**Hose Bibb Vacuum Breaker** - A device which is permanently attached to a hose bibb and which acts as an atmospheric vacuum breaker.



## Cross-Connection Control Plan

### Lowndes County Utilities

**Owner** - Any person who has legal title to, or license to operate or habitat in, a property upon which a cross-connection inspection is to be made or upon which a cross-connection is present.

**Person** - Any individual, partnership, company, public or private corporation, political subdivision or agency of the State Department, agency or instrumentality or the United States or any other legal entity.

**Permit** - A document issued by the Department which allows the use of a backflow preventer.

**Pollutant** - A foreign substance, that if permitted to get into the public water system, will degrade its quality so as to constitute a moderate hazard, or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably effect such water for domestic use.

**Pressure Vacuum Breaker** - A device containing one or two independently operated spring-loaded check valves and an independently operated spring-loaded air inlet valve located on the discharge side of the check or checks. Device includes tightly closing shut-off valves on each side of the check valves and properly located test cocks for the testing of the check valve(s).

**Reduced Pressure Principle Backflow Preventer** - An assembly consisting of two (2) independently operating approved check valves with an automatically operating differential relief valve located between the two (2) check valves, tightly closing shut-off valves on each side of the check valves plus properly located test cocks for the testing of the check valves and the relief valve.

**Residential Dual Check** - An assembly of two (2) spring-loaded, independently operating check valves without tightly closing shut-off valves and test cocks. Generally employed immediately downstream of the water meter to act as a containment device.

**State** - The State of Georgia

**Water Service Entrance** - That point in the owner's water system beyond the sanitary control of



the Department, generally considered to be the outlet end of the water meter and always before any unprotected branch.

## V. Administration

A. The Department will operate a cross-connection control program, to include the keeping of necessary records, which fulfills the requirements of the Georgia Rules for Safe Drinking Water Section 391-3-5.13.

B. The Owner shall allow his/her property to be inspected for possible cross-connections and shall follow the provisions of the Department's program and the State's regulations if a cross-connection is discovered.

C. If the Department requires that the public supply be protected by containment, the Owner shall be responsible for water quality beyond the outlet end of the containment device and should utilize fixture outlet protection for that purpose. He/she may utilize public health officials, or personnel from the Department, or their delegated representatives, to assist him in the survey of his/her facilities and to assist him in the selection of proper fixture outlet devices, and the proper installation of these devices.

## VI. Requirements

### A. The Department

1. On all new residential, commercial, and industrial installations, the Department will provide onsite evaluation and/or inspection of plans in order to determine the type of backflow preventer that will be required, will issue a permit, and perform inspections. In any case, a minimum of a dual check valve will be required in any new construction.

2. For premises existing prior to the start of this program, the Department will perform evaluations and inspections of plans and/or premises and inform the owner by letter of any corrective action is deemed necessary, the method of achieving the correction, and the time allowed for the correction to be made. Ordinarily, ninety (90) days will be allowed, however, this time period may be shortened depending upon the degree of hazard involved and the history of the device(s) in question.



## Cross-Connection Control Plan

### Lowndes County Utilities

3. The Department will not allow any cross-connection to remain unless it is protected by an approved backflow preventer for which a permit has been issued and which will be tested annually to ensure satisfactory operation.

4. The Department shall inform the Owner by letter, of any failure to comply, by the time of the first re-inspection. The Department will allow an additional fifteen (15) days for the correction. In the event the Owner fails to comply with the necessary correction by the time of the second re-inspection, the Department will inform the Owner by letter, that the water service to the Owner's premises will be terminated within a period not to exceed five (5) days. In the event that the Owner informs the Department of extenuating circumstances as to why the correction has not been made, a time extension may be granted by the Department but in no case will exceed an additional thirty (30) days. When deemed necessary, the Department retains the right to install a backflow device on an Owner's service line and bill the Owner for the work.

5. If the Department determines at any time that a serious threat to the public health exists, the water service will be terminated immediately. Water service will not be restored until the threat has been addressed. The Department will notify the Division of any known incident of backflow into the public water system as soon as possible, but no later than the end of the next business day upon discovery of the incident.

6. The Department shall have on file a list of Private Contractors who are certified backflow device testers. All charges for these tests will be paid by the Owner of the building or property.

7. The Department will begin initial premise inspections to determine the nature of existing or potential hazards, following the approval of this program by the Commission, during the calendar year 2024. Initial focus will be on high hazard industries and commercial premises.

#### B. The Owner

1. The Owner shall be responsible for the elimination or protection of all cross-connections on his/her premises.

2. The Owner, after having been informed by a letter from the Department, shall at his/her



## Cross-Connection Control Plan

### Lowndes County Utilities

expense, install, maintain, and have tested, any and all backflow preventers on his/her premises. All backflow preventers shall be installed by a licensed plumber. All testing shall be performed by a certified backflow tester.

3. The Owner shall correct any malfunction of the backflow preventer which is revealed by periodic testing.
4. The Owner shall inform the Department of any proposed or modified cross-connections and also any existing cross-connections of which the Owner is aware but has not been found by the Department.
5. The Owner shall not install a bypass around any backflow preventer unless there is a backflow preventer of the same type on the bypass. Owners who cannot shut down operation for testing of the device(s) must supply additional devices necessary to allow testing to take place.
6. The Owner shall install backflow preventers in a manner approved by the Department.
7. The Owner shall install only backflow preventers approved by the Department. Approved backflow prevention devices and construction details are included in the Lowndes County Utilities Department Standards and Specifications: pages 94, 107-109, and 111-113 located at:

<https://www.lowndescounty.com/DocumentCenter/View/144/Specifications-PDF>

**The Director shall be contacted regarding any discrepancies between this plan and any standards or specifications adopted by Lowndes County.**

The Department strongly recommends that all new retrofit installations of reduced pressure principle devices and double check-valve backflow preventers include the installation of strainers located immediately upstream of the backflow device. The installation of strainers will preclude the fouling of backflow devices due to both foreseen and unforeseen circumstances occurring to the watersupply system such as water main repairs, water main breaks, fires, periodic cleaning and flushing of





mains, etc. These occurrences may “stir up” debris within the water main that will cause fouling of backflow devices installed without the benefit of strainers.

8. In the event the Owner installs plumbing to provide potable water for domestic purposes which is on the Department’s side of the backflow preventer, such plumbing must have its own backflow preventer installed.

9. The Owner shall be responsible for the payment of all fees for permits, annual device testing, retesting in the case that the device fails to operate correctly, and second re-inspections for non-compliance with Department or Commission requirements.

## VII. Degree of Hazard

The Department recognizes the threat to the public water system arising from cross-connections. All threats will be classified by degree of hazard and will require the installation of approved reduced pressure principle backflow prevention devices or double check valves.

The following lists are general guidelines for hazard levels. Any commercial location will require a minimum of a double check valve assembly. Single unit residences will be outfitted with a residential dual check. All new residential buildings will be required to have a residential dual check device installed immediately downstream of the water meter. Installation of residential dual check, devices on a retrofit basis on existing service lines will be instituted by the Department as the necessary resources become available. All irrigation systems will be considered high hazard and will require the installation of a reduced pressure principal backflow preventer.

### A. Low Hazard

Facilities that are considered to be "low hazard" will be required to install Double Check Backflow Preventer (DCVA or DCDA). Building operations and water uses that are generally considered to be low hazard:



## Cross-Connection Control Plan

### Lowndes County Utilities

- Fire Protection Systems that utilize no chemicals
- Commercial Facility that comes into contact with no dangerous chemicals
- Water Fountain or Cooler that provides drinking water for human consumption
- Chiller Tank with no chemicals added
- Animal watering
- Ice Cream Dipper Well
- Building Center or Lumber Yard
- Fire Station
- Funeral Home where no preparation takes place
- Convenience Store or Gas Station
- Camp Ground with no vehicle hook-up
- Grocery Store with no meat processing
- Hotel or Motel (less swimming pool)
- Drugstore or Pharmacy with no on-site compounding
- Recreation Center (less swimming pool)
- Arena or Fitness Center
- Kennel or Animal Grooming Facility
- Jail/ Penitentiary with normal water use
- Opticians Office
- Police Office or Facility
- Library or Resource Center
- Museum
- Office Building -- general use
- Shopping Center or Retail
- Theater
- Multiple Unit Residential Locations

Facilities that are considered "High hazard" will be required to install a Reduced Pressure principal backflow preventer (RP or RPDA) in a location that is not subject to possible flooding. Building operations and water uses that are generally considered high hazard are:

#### B. High Hazard

- Aircraft Facilities
- Amusement Parks
- Automotive Plants
- Locations with Auxiliary Water
- Beverage Bottling Facilities
- Large Boilers or Hot Water Systems
- Breweries
- Canneries
- Medical Buildings
- Metal Plating Plants
- Metal Processing, Manufacturing, Cleaning or Fabricating Plants
- Missile Plants
- Morgues or Autopsy Facilities
- Motion Picture Studios
- Nursing Homes with food prep



## Cross-Connection Control Plan

### Lowndes County Utilities

- Car Wash Facilities
- Centralized Heating and Air Conditioning Facilities
- Chemical Plants
- Civil Works
- Cold Storage Plants
- Colleges
- Convalescent Homes
- Creameries
- Dairies
- Dental Facilities
- Dry Cleaners
- Dye Works
- Fabricating Plants
- Film Laboratories
- Fire Protection Systems that utilize chemicals or foam
- Food Processing Plants
- Gas Production, Storage or Transmission Facilities
- Gravel Plants
- Hospitals or Clinics
- Industrial Processes
- Laboratories
- Lawn Irrigation Systems
- Oil Production, Storage or Transmission Facilities
- Packing Houses
- Paper and Paper Products Plants
- Petroleum Storage or Processing
- Piers and Docks
- Plating Plants
- Power Plants
- Processing Plants
- Radioactive Materials Plant or Handling Facility
- Recreation Facilities Using Water
- Reduction Plants
- Restaurants
- Sand Plants
- Sanitariums
- Schools
- Tanneries
- Wastewater Pumping, Treatment and Reclamation Plants
- Water Treatment Plants
- Waterfront Facilities and Industries
- Wineries

#### VIII. Permits

The Department shall not permit a cross-connection within the public water supply system.

A. Cross-connection permits that are required for each backflow prevention device are obtained from the Department. A fee of **(\$250.00)** dollars will be charged for the initial permit and **(\$100.00)** dollars for the renewal of each permit.



B. Permits shall be renewed every **five (5)** years and are non-transferable. Permits are subject to revocation and become immediately revoked if the Owner should so change the type of cross-connection or degree of hazard associated with the service.

C. A permit is not required when fixture isolation is achieved with the utilization of a non-testable backflow preventer.

#### IX. Existing In-use Backflow Prevention Devices.

Any existing backflow preventer shall be allowed by the Department to continue in service unless the degree of hazard is such as to supersede the effectiveness of the present backflow preventer, or result in an unreasonable risk to the public health. Where the degree of hazard has increased, as in the case of a residential installation converting to a business establishment, any existing backflow preventer must be upgraded to a reduced pressure principle device, or a reduced pressure principle device must be installed in the event that no backflow device was present.

#### X. Periodic Testing

A. Reduced pressure principle backflow devices shall be tested and inspected following installation, or repair or relocation, and at least annually thereafter. All testing shall conform with AWWA Manual 14 and the U.S. Environmental Protection Agency Cross-Connection Manual.

B. All testing shall be performed by a certified backflow tester. This testing will be done at the Owner's expense.

C. Any backflow preventer which fails during a periodic test will be repaired or replaced by a licensed plumber. When repairs are necessary, upon completion of the repair, the device will be re-tested at owner's expense to ensure correct operation. High hazard situations will not be allowed to continue unprotected if the backflow preventer fails the test and cannot be repaired immediately. In other situations, a compliance date of not more than thirty (30) days after the test date will be established. The Owner is responsible for spare parts, repair tools, or a replacement device. Parallel installation of two (2) devices is an effective means for the Owner to ensure that uninterrupted water service is maintained during testing or repair of devices and is strongly recommended when the Owner desires such continuity.



D. Backflow prevention devices will be tested more frequently than specified in A. above, in cases where there is a history of test failures, and the Department feels that due to the degree of hazard involved, additional testing is warranted. Cost of the additional tests will be borne by the owner.

## XI. Records and Reports

### A. Records

The Department will initiate and maintain the following for a minimum of three years:

1. Most current hazard assessment conducted pursuant to Section 608 of the Georgia State Minimum Standard Plumbing Code (IPC);
2. Locations and types of backflow protections and associated hazards;
3. Results of all backflow testing and air gap inspections;
4. Repairs made to, or replacement or relocation of, backflow protection;
5. Summaries of the information in items 1 through 4 above;

## XII. Fees and Charges

The Department will publish a list of fees or charges for the following services or permits:

1. Testing fees; \$150.00
2. Re-testing fees; \$200.00
3. Fee for re-inspection; \$200.00
4. Charges for after-hours inspections or tests; \$350.00



## XIII. Forms

Lowndes County Cross-Connection Control Survey Form

Assembly Test Data and Maintenance Form



## LOWNDES COUNTY CROSS-CONNECTION SURVEY FORM

**Assigned Hazard Level:** \_\_\_\_\_

Facility Name: \_\_\_\_\_

Customer #: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of facility:       Industrial               Commercial               Institutional  
                                   Municipal               Residential               Other \_\_\_\_\_

Describe the facility use: \_\_\_\_\_

Was full site access granted? (if not attach any assumptions made)      Yes  No

Does this facility require non-interrupted water service?      Yes  No

| Findings and Location of Cross-Connection   |   |
|---|---|
| 1. Does this facility have a boiler?<br>If YES, does boiler feed utilize chemical additives?<br>If YES, is the boiler protected with a backflow device?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No      |
| 2. Does this facility have an air conditioning cooling tower?<br>If YES, is make-up water automatically added to lines or the cooling tower?<br>If YES, is the make-up supply line protected with a backflow device?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No      |
| 3. Is process water in use in this facility?<br>If YES, is the process water "raw" or "potable"?<br>Are the process water lines protected by a backflow device?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Raw <input type="checkbox"/> Potable<br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Are there industrial processes at this facility?   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| 5. Does the facility have a fire protection system?<br>If YES, what type of backflow device is being used on the fire protection system?<br><input type="checkbox"/> Single swing check valve (SSCV) <input type="checkbox"/> Reduced pressure backflow (RP)<br><input type="checkbox"/> Double check valve assembly (DCVA) <input type="checkbox"/> Other: | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| 6. Does the facility have an irrigation system?<br>If YES, is the system backflow protected?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |
| 7. Is there a swimming pool at this facility?<br>If YES, is the system backflow protected?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |
| 8. Does the facility have or have access to an auxiliary water supply?<br>If YES, is the auxiliary supply water potable or raw?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |

Any recommended protection(s) to be installed at the meter or before the first tee or tap and suggested fixture isolation measures are attached hereto.

**I certify that these findings are a true, best survey as detailed above and on the attachments hereto.**

Surveyor Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_







## ASSEMBLY TEST DATA and MAINTENANCE REPORT

|  |               |            |       |                |
|--|---------------|------------|-------|----------------|
| <b>INCOMPLETE FORMS WILL NOT BE ACCEPTED</b> |               |            |       | ACCOUNT NO:    |
| CUSTOMER NAME:                               |               |            |       | TRANSPONDER #: |
| SERVICE LOCATION ADDRESS:                    |               |            |       | METER #:       |
| DEVICE LOCATION DESCRIPTION:                 |               |            |       | METER READING: |
| TYPE OF ASSEMBLY:                            | MANUFACTURER: | MODEL NO.: | SIZE: | SERIAL NO.:    |

|            |       |  |
|------------|-------|--|
| TEST DATE: | TIME: | TEST:  |
|            |       | <input type="checkbox"/> INITIAL <input type="checkbox"/> SEMI-ANNUAL <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> OTHER - LIST |

|   |  |  |                                       |  |
|---|--|--|---------------------------------------|--|
| SERVICE TYPE:   |  |  | LINE PRESSURE AT TIME OF TEST:    PSI | PRESSURE DROP ACROSS FIRST CHECK VALVE    PSID |
| <input type="checkbox"/> DOMESTIC <input type="checkbox"/> FIRE <input type="checkbox"/> COMBINATION <input type="checkbox"/> IRRIGATION <input type="checkbox"/> OTHER |  |  |                                       |  |

|                     | CHECK VALVE NO. 1   | CHECK VALVE NO. 2   | DIFFERENTIAL PRESSURE RELIEF VALVE  | PRESSURE VACUUM BREAKER  |
|---------------------|---|---|---|--|
| <b>INITIAL TEST</b> | 1. Leaked <input type="checkbox"/><br>2. Closed at _____ PSID <input type="checkbox"/>  | 1. Leaked <input type="checkbox"/><br>2. Closed at _____ PSID <input type="checkbox"/>  | 1. Opened at _____ PSID <input type="checkbox"/><br>2. Did not open <input type="checkbox"/>  | 1. Air inlet opened at _____ PSID <input type="checkbox"/><br>2. Did not open <input type="checkbox"/>   |
| <b>REPAIRS</b>      | Cleaned <input type="checkbox"/><br>Replaced <input type="checkbox"/><br>Disc <input type="checkbox"/><br>Spring <input type="checkbox"/><br>Guide <input type="checkbox"/><br>Pin Retainer <input type="checkbox"/><br>Hinge Pin <input type="checkbox"/><br>Seal <input type="checkbox"/><br>Diaphragm <input type="checkbox"/><br>"O" Rings <input type="checkbox"/><br>Complete Repair Kit <input type="checkbox"/><br>Other, Describe <input type="checkbox"/> | Cleaned <input type="checkbox"/><br>Replaced <input type="checkbox"/><br>Disc <input type="checkbox"/><br>Spring <input type="checkbox"/><br>Guide <input type="checkbox"/><br>Pin Retainer <input type="checkbox"/><br>Hinge Pin <input type="checkbox"/><br>Seal <input type="checkbox"/><br>Diaphragm <input type="checkbox"/><br>"O" Rings <input type="checkbox"/><br>Complete Repair Kit <input type="checkbox"/><br>Other, Describe <input type="checkbox"/> | Cleaned <input type="checkbox"/><br>Replaced <input type="checkbox"/><br>Disc <input type="checkbox"/><br>Upper <input type="checkbox"/><br>Lower <input type="checkbox"/><br>Spring <input type="checkbox"/><br>Diaphragm, Large <input type="checkbox"/><br>Upper <input type="checkbox"/><br>Lower <input type="checkbox"/><br>Diaphragm, Small <input type="checkbox"/><br>Upper <input type="checkbox"/><br>Lower <input type="checkbox"/><br>Spacer, Lower <input type="checkbox"/><br>"O" Rings <input type="checkbox"/><br>Complete Repair Kit <input type="checkbox"/><br>Other, Describe <input type="checkbox"/> | Check Valve Leaked <input type="checkbox"/><br>Closed at _____ PSID <input type="checkbox"/><br>Cleaned <input type="checkbox"/><br>Replaced <input type="checkbox"/><br>CV Assembly <input type="checkbox"/><br>Disc Air Inlet <input type="checkbox"/><br>Disc CV <input type="checkbox"/><br>Spring <input type="checkbox"/><br>Retainer <input type="checkbox"/><br>Guide <input type="checkbox"/><br>"O" Rings <input type="checkbox"/><br>Complete Repair Kit <input type="checkbox"/><br>Other, Describe <input type="checkbox"/> |
| <b>FINAL TEST</b>   | 1. Leaked <input type="checkbox"/><br>2. Closed at _____ PSID <input type="checkbox"/>  | 1. Leaked <input type="checkbox"/><br>2. Closed at _____ PSID <input type="checkbox"/>  | 1. Opened at _____ PSID <input type="checkbox"/><br>2. Did not open <input type="checkbox"/>  | 1. Air inlet opened at _____ PSID <input type="checkbox"/><br>2. Did not open <input type="checkbox"/>   |

|                            |                |                 |                  |                  |          |
|----------------------------|----------------|-----------------|------------------|------------------|----------|
| BFP TEST KIT MANUFACTURER: | KIT MODEL NO.: | KIT SERIAL NO.: | KIT CALIBRATION: | DATE CALIBRATED: | COMPANY: |
|----------------------------|----------------|-----------------|------------------|------------------|----------|

REMARKS:

I HEREBY CERTIFY THAT THIS DATA IS ACCURATE (TRUE) AND REFLECTS THE PROPER OPERATION, TEST, AND/OR MAINTENANCE OF THIS ASSEMBLY.

|  |   |                                |
|--|---|--------------------------------|
| <b>RETURN REPORT TO:</b>   | <b>THIS BACKFLOW ASSEMBLY HAS</b> <input type="checkbox"/> PASSED <input type="checkbox"/> FAILED <b>TESTING.</b> |                                |
| Lowndes County Utilities Department<br>327 N. Ashley Street<br>Valdosta, Georgia 31601<br>Phone No: (229) 671-2500 | TESTED BY: (NAME)   | TESTED BY: (SIGNATURE)         |
|  | TESTED BY: (FIRM NAME & ADDRESS)  | TESTED BY: (PHONE NUMBER)      |
|  | REPAIR BY: (SIGNATURE)  | REPAIR BY: (NAME & FIRM)       |
|  | FINAL TEST BY: (SIGNATURE)  | FINAL TEST BY: (NAME AND FIRM) |
|  | TRAINING CERTIFICATE NO.:   | CERTIFICATE EXPIRATION DATE:   |

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: A New Addition to the Lowndes County Jail Construction

DATE OF MEETING: November 14, 2023

Work Session/Regular Session

BUDGET IMPACT: TBD

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: A New Addition to the Lowndes County Jail

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HISTORY, FACTS AND ISSUES: The New Addition for the Lowndes County Jail Construction Manager Selection process began in September 2023 when staff advertised the Request for Proposal's (RFP) on the project for a Construction Manager. A selection committee was formed to score the RFP's using scoresheets. The scoresheets were created using information in the RFP that each Construction Manager was to submit. Staff received two proposals and after the selection committee scored all proposals, both construction managers were selected for a presentation and interview process with the selection committee, staff, and the architect. The Construction Managers were given instructions on how and what to present and the selection committee scored each firm based on those instructions using a scoresheet based on the same instructions, plus additional information. The two Construction Managers are listed below along with their scores from the presentation and interview. The maximum number of points any one firm could obtain is 630.

Allstate Construction and Cauthan Construction - 627 points

Gideon Construction - 559 points

- OPTIONS: 1. Approve Allstate Construction and Cauthan Construction as the Construction Manager and authorize the Chairman to sign the Construction Manager Agreement.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Code Red Service Agreement Renewal

DATE OF MEETING: November 14, 2023

Work Session/Regular Session

BUDGET IMPACT: \$31,500

FUNDING SOURCE:

- Annual - \$31,500
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Renewal of Code Red Service Agreement

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HISTORY, FACTS AND ISSUES: Since 2007, Lowndes County has utilized Code Red as a mass notification system to provide the residents of Lowndes County with emergency notifications for emergency situations such as severe weather, boil water notices and other emergency situations. This service allows local officials to notify residents in an area impacted by an emergency in a short period of time and provide them with information on the nature of the emergency as well as what they should do in order to protect themselves, their family and property. In the case of severe weather, the system is capable of providing potentially life-saving warnings immediately as they are issued by the National Weather Service to alert any residents within the designated path of the storm.

Continuation of the current services provided through Code Red requires an annual renewal. Onsolve, the parent company for Code Red, has agreed to provide for renewal for an additional one-year term, under the current terms and agreements, for \$31,500.00 to cover the period beginning December 10, 2023 through December 9, 2024. This agreement shows that there is no price increase over the previous term's pricing.

OPTIONS: 1. Approve the renewal agreement and authorize the Chairman to sign the attached Order Form.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## ORDER FORM

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below (“Customer”) from OnSolve, LLC (“OnSolve”), and is entered into as of the date the Customer signs (the “Effective Date”).

**Initial Term:** 1.00 year(s) commencing on the Service Start Date

**Renewal Term:** 1.00 year(s)

Service Start Date: December 10, 2023

|  |                            |  |
|--|----------------------------|--|
| <b>Customer Information</b>  | Company Name:              | Lowndes County (GA) Board of Commissioners |
|  | Street Address:            | PO Box 1349                                |
|  | City, State, Zip, Country: | Valdosta, GA, 31603, US                    |
| <b>Billing Contact</b><br><br>Purchase Order Number  | Company Name:              | Lowndes County (GA) Board of Commissioners |
|  | Name:                      | Ashley Tye                                 |
|  | Street Address:            | PO Box 1349                                |
|  | City, State, Zip, Country: | Valdosta, GA, 31603, US                    |
|  | Phone:                     | 2296712790                                 |
|  | Email:                     | ashley.tye@lowndescounty.com               |
| <b>Primary Contact</b><br><i>Note: this contact will be setup in the Services as an Administrator.</i> | Name:                      | Ashley Tye                                 |
|  | Title:                     | Emergency Management Director              |
|  | Phone:                     | 2296712790                                 |
|  | Email:                     | ashley.tye@lowndescounty.com               |

### Subscription Service Fees

**Critical Communications**

| Item/Description          | Order Term              | Qty | Annual Price** | Term Total  |
|---------------------------|-------------------------|-----|----------------|-------------|
| CodeRED Standard Renewal  | 12/10/2023 - 12/09/2024 | 1   | \$31,500.00    | \$31,500.00 |
| CodeRED Weather Warning   | 12/10/2023 - 12/09/2024 | 1   | \$0.00         | \$0.00      |
| CodeRED Premium Data      | 12/10/2023 - 12/09/2024 | 1   | \$0.00         | \$0.00      |
| CodeRED IPAWS Integration | 12/10/2023 - 12/09/2024 | 1   | \$0.00         | \$0.00      |

| Item/Description                                 | Order Term              | Qty | Annual Price** | Term Total  |
|--|-------------------------|-----|----------------|-------------|
| CodeRED Text To Keyword                          | 12/10/2023 - 12/09/2024 | 5   | \$0.00         | \$0.00      |
| <b>Critical Communications Subscription Fees</b> |                         |     |                | \$31,500.00 |

|                    |                    |
|--------------------|--------------------|
| <b>ORDER TOTAL</b> | <b>\$31,500.00</b> |
|--------------------|--------------------|

**Annual Fees**

|  |                    |
|--|--------------------|
| <b>Year 1 Subscription Fees + Non-Recurring Service Fees</b> | <b>\$31,500.00</b> |
|--|--------------------|

\*\*The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

All pricing is in US Dollars unless otherwise specified

The Subscription Service above includes the plan and terms set forth in the document previously signed by the Customer (the "Terms"). Except as expressly amended hereby, the Terms shall continue in full force and effect. In the event of a conflict between this document and the Terms, this document shall control. Capitalized terms not defined herein shall have the definitions ascribed to them in the Terms.

**Lowndes County (GA) Board of Commissioners**

By: \_\_\_\_\_

Name:

Title:

Date:

MS

### CODERED NEXT SERVICES AGREEMENT

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of December 10, 2015 (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 780 W. Granada Boulevard, Ormond Beach, FL 32174 and Lowndes County Board of Commissioners, a body politic and corporate of the State of Georgia ("Licensee") located at 327 North Ashley Street, Valdosta, GA 31601.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to allow departments under the sole control of Licensee to use the Service, in accordance with the terms of this Agreement, provided however, in no instance shall the Service be used by any school, school system, departments of education, university department(s), or by any departments which are not directly governed by Licensee without the prior written consent of Licensor. Licensor offers alternate licensing solutions specifically designed for education separate from the Service. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to fifteen (15) unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
3. **Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of Lowndes County, Georgia (the "Calling Area"). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
4. **Term:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined)(the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.
5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on Exhibit A is predicated on a population within the Calling Area not to exceed 114,999. Licensee further understands and agrees that a deviation above 10% of such population, as is listed in this Agreement, shall result in increased pricing at Licensor's then-current rates. Payment for the Service is due and payable upon Licensee's receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this agreement shall be paid to: Emergency Communications Network, LLC at 780 W. Granada Boulevard, Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

Initials  
 Licensor   
 Licensee 

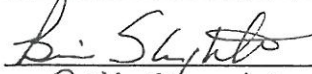
6. **Discount Contract Extension:** Upon each annual anniversary of the Effective Date of this Agreement, the Term of this Agreement will automatically extend for an additional one-year period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement period by one (1) additional year upon each annual anniversary of the Effective Date. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term or then current Renewal Term.** In the event the Agreement is extended:
- a) Licensor will update its systems to extend the active software License and associated access codes for one additional year of use;
  - b) Licensor will invoice Licensee for additional year(s) of service at the rate of thirty thousand dollars (\$30,000) per year, and
  - c) Licensee agrees to pay the contract extension fee set forth in this paragraph upon receipt of invoice from the Licensor, subject to the same terms as set forth in paragraph 5.
7. **Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing the other with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement:
- a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents times each System Minute used by Licensee; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.
8. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
9. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
10. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.


11. **Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
12. **Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.
13. **Confidentiality:** Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.



14. **Entire Agreement:** As of the Effective Date, this Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties, including but not limited to that certain CodeRED® Services Agreement by and between Licensee and Licensor, effective December 10, 2015 (the "Prior Agreement"); provided however, that all fees due under the Prior Agreement prior to the Effective Date herein shall be paid in full to Licensor, and that a failure to pay same shall constitute a breach of this Agreement. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.
15. **Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:
- As to Licensor: Emergency Communications Network, LLC, 780 W. Granada Boulevard, Ormond Beach, FL 32174
- As to Licensee: Lowndes County Board of Commissioners, Attn: Ashley Tye/EMA, 327 North Ashley Street, Valdosta, GA 31601
- Either party may change the address provided herein by providing notice as set forth in this paragraph.
16. **General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.
17. **Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.
18. **Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.
19. **Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

**Licensee:**  
Lowndes County Board of Commissioners,  
Georgia  
 Signature:   
 Printed Name: Bill Slaughter  
 Title: Chairman  
 Date: 6/14/16

**Licensor:**  
Emergency Communications Network, LLC  
 Signature:   
 Printed Name: David DiGiacomo  
 Title: CEO/President  
 Date: 06/16/2016

## Exhibit A – Service Charges

|   |                      |
|---|----------------------|
| <b>One (1) year Discounted CodeRED NEXT Service Agreement</b>   | \$ 30,000.00         |
| One-time credit for payment under Prior Agreement for 12/10/15 – 12/09/16   | <u>\$(25,000.00)</u> |
| <b>BALANCE DUE UPON SIGNING FOR THE INITIAL TERM:</b>   | <b>\$ 5,000.00</b>   |
| <br>  |                      |
| <b><u>Unlimited</u> CodeRED System Minutes</b>  | \$ <u>Included</u>   |
| <br>  |                      |
| Up to <b>15</b> CodeRED user pass codes   | \$ <u>Included</u>   |
| Additional pass codes may be purchased for an annual fee of <u>\$150.00</u> per pass code.  |                      |
| <br>  |                      |
| One (1) CodeRED distance training session   | \$ <u>Included</u>   |
| Additional distance training sessions may be purchased for <u>\$150.00</u> per hour (one hour minimum)                                      |                      |
| In person training sessions may be purchased for <u>\$1,500.00</u> per trainer, per day, plus all travel, lodging and ground transportation |                      |
| <br>  |                      |
| Initial Residential Database Upload   | \$ <u>Waived</u>     |
| <br>  |                      |
| Standard CodeRED data collection website  | \$ <u>No Charge</u>  |
| <br>  |                      |
| Standard CodeRED mapping interface and data layers  | \$ <u>No Charge</u>  |
| <br>  |                      |
| Email and Text Messaging  | \$ <u>No Charge</u>  |
| <br>  |                      |
| Annual System Maintenance, including all Software Upgrades  | \$ <u>No Charge</u>  |

### Database Accuracy Updates:

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

**Professional Services Upon Request:** \$135/hour

Licensor shall perform professional services as requested from time to time by Licensee in its sole discretion.

STATE OF GEORGIA  
LOWNDES COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

In connection with the Contractor's sale to, project for, and/or Contract with the Lowndes County Board of Commissioners involving the physical performance of services and/or labor by the Contractor, the undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1.

By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation Contractor hereunder which is so contracting with and/or performing physical services and/or labor for the Lowndes County Board of Commissioners ("Lowndes County") has registered with, is authorized to use, is using, and will continue to use throughout the term of the sale to, project for, and/or Contract with Lowndes County, a Federal Work Authorization Program\* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

2.

The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with Contractor's sale to, project for, and/or Contract with Lowndes County for which this Affidavit is given, then the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the Subcontractor Affidavit required by the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Subcontractor Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained. The Affidavit from each subsequent contractor shall include the subcontractor's (or sub-subcontractor's) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

169667  
Contractor's E-verify/Federal Work Authorization  
Program User Identification Number

Code Red and Weather Warning Service  
Name of Project

12/9/08  
Date of Authorization

Lowndes County Board of Commissioners  
Name of Public Employer

*[Signatures continue on following page]*

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING  
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND  
ON BEHALF OF THE CONTRACTOR.

[Signature] BY: Authorized Officer or Agent of Contractor      06/16/2016 Date

EMERGENCY COMMUNICATIONS NETWORK, LLC  
Contractor's Name

President/CEO  
Title of Authorized Officer or Agent of Contractor

David DiGiacomo  
Printed Name of Authorized Officer or Agent of Contractor

780 W. GARDNER BLVD, ORMOND BEACH, FL  
Contractor's Address      32174

Sworn to and subscribed before me  
This 16<sup>th</sup> day of JUNE, 2016

Michael Joseph Speranza  
Notary Public

My commission expires: 3/22/2019



MICHAEL JOSEPH SPERANZA  
MY COMMISSION # FF 212340  
EXPIRES: March 22, 2019  
Bonded Thru Budget Notary Services

\* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County 911 Bids

DATE OF MEETING: November 14, 2023

Work Session/Regular Session

BUDGET IMPACT: \$192,780.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Lowndes County 911 Bids

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HISTORY, FACTS AND ISSUES: The Lowndes County 911 project is an approved SPLOST VIII project. The project includes a new storage building, renovation of four (4) offices, and resurfacing of the existing parking lot. Staff received three bids:

Chuck Smith & Son Construction, Inc. - \$192,780.00 = 135 Days

Kellerman Construction - \$217,863.00 = 120 Days

Slone Associates, Inc. - \$248,859.00 = 150 Days

OPTIONS: 1. Approve Chuck Smith & Son Construction, Inc. as the low bidder and authorize the Chairman to sign the contract for \$192,780.00.  
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: