



Valdosta City Council

216 East Central Ave
Valdosta, GA 31601

SCHEDULED

Meeting: 07/20/23 05:30 PM
Department: Utilities (Water/Sewer)
Category: Bid
Prepared By: Shuntel Ward
Initiator: Shuntel Ward

AGENDA ITEM NO. (ID # 3600)

DOC ID: 3600

Consideration of a request to approve matching funds for the Georgia Environmental Protection Division SFY2023 Regional Water Planning Seed Grant.

HISTORY: On October 26, 2022, the Utilities Department submitted a Grant application for the SFY 2023 Regional Water Planning Seed Grant. On January 30, 2023, the Georgia Environmental Protection Division (EPD) Grants Unit notified the Utilities Department that our application was selected for funding.

FACTS AND ISSUES: In continuing efforts to support regional water quality and the environment, the Utilities Department made application for the fiscal year 2023 Regional Water Planning Seed Grant when the announcement was made in the fall of 2022. The Federal Grant Award amount award is \$74,887 with a total matching amount from the awardee of \$75,113 (total in-kind matching funds is \$30,087 and total cash matching funds of \$45,026). The Project total including Grant funds and matching funds is \$150,000. The Utilities Department has had preliminary discussions with the Valdosta State University Geosciences Department to provide their Environmental Program students and Department Head an opportunity to assist with the Grant Project and participate with some hands-on field experience data collection alongside our Staff.

OPTIONS: (1) Recommend authorization to approve the City's matching contributions totaling \$75,113, (2) Do not authorize matching participation.

RECOMMENDED ACTION: Option (1)

ADMINISTRATIVE COMMENTS: The Georgia EPD will allow the City to apply for additional Grants for future implementation and monitoring under a Phase II Project. We look forward in working with Consultants, Staff, and Partners to complete this worthwhile Project that will promote healthy stream segments within the City and its surrounding environment.

ADMINISTRATIVE RECOMMENDATION: To approve the City's matching contributions totaling \$75,113.

Richard Hardy, City Manager



October 26, 2022

REGIONAL WATER PLANNING SEED GRANT

Draft Section 1 Application Section Information

Project Goals:

Key project goals under a Phase I and a Phase II effort and implementation.

Phase I (SFY 2023):

- a. Identify septic systems in proximity of major creeks and tributaries and provide educational materials to affected residents.
- b. Create a committee to update stormwater quality codes, standards, and policy improvements.
- c. Provide educational materials for commercial and residential water customers that help avoid illicit discharges.
- d. Before water quality sampling baseline data collection in relation to item (b.)

Phase II (SFY 2024-25 or next available):

- a. Create an action plan and implementation of stormwater quality codes, standards, and policies identified in Phase I.
- b. After implementation sampling to quantify results and effectiveness.
- c. Finalize development and useability of an ESRI GIS mobile survey application for data collection, sampling and associated mapping, modeling, and database.
- d. Finalize reporting, mapping, data analysis and any improvement results noted.

Project Background:

- With the fact that the Withlacoochee River is on the 303D list as impaired for fecal coliform and recent records of poor water quality downstream of commercial and industrial development in the Valdosta area, there remains opportunities to help improve poor stormwater discharges that make their way in local tributaries to the river. In addition, older unidentified residential septic systems may be contributing to elevated DO and fecal coliform in some of these creeks and tributaries where we can help curb with this effort.

The City continues to implement an aggressive CMOM program of rehab, repair and replacements to its sanitary sewer system that is ongoing. This plan will implement from the following regional water plan management practices DCAR, PSDO, NPS, SW, EDU & OCP.

<https://epd.georgia.gov/document/document/2022305bstreamspdf/download>



Project Activities and Tasks:

Phase I (SFY 2023):

- Engineering consultant will coordinate with the Organization team and local University (Valdosta State University) identifying and collecting septic system information where proximities are within 300 ft of major ditch lines and tributaries feeding the Withlacoochee River within the City of Valdosta and its service area.
- Team members will develop septic system educational flyers (doorknocker/hangers) that explain proper care and preventative maintenance of system tanks, drain fields, and periodic pumping that can be distributed in at risk locations identified.
- A stormwater quality committee will be formed that will research and identify other municipalities across the State who have successfully updated their stormwater quality codes, standards and policy improvements to emulate with an emphasis on improving the effluent quality from commercial areas privately owned retention/detention facilities. The team will take the committee's collected information and address the water quality issues with the retention/detention facilities. Educational materials will be developed and distributed on the importance of maintaining proper water quality procedures to address issues in the receiving body of water.
- To further address illicit discharges that may contribute to poor water quality in receiving waters, additional educational materials will be developed and distributed to all City commercial, industrial and residential water customers. Educational materials will address items such as pool draining, car washes, exterior house cleaning products, keeping commercial dumpster lids closed and proper containment around the dumpster or grease container areas for possible storm drain contamination. Use these opportunities to help improve water quality at surrounding bodies of water.

Phase II (SFY 2024-25 or next available):

- Implementation of new codes, standards, and policy changes as identified. Provide resources that may include aeration device installation assistance, proper maintenance of facilities education and training.
- Development of ESRI Mobile Application for data collection and future water quality sampling.
- The team will prepare final reporting to include GIS coordinates/maps, record photos, water quality data, and identified trends that show possible contamination, DO and PH levels in tributaries discharging into the Withlacoochee River.
- Add a weblink to the City of Valdosta and County website for results and updates to be viewed anytime by State Agencies or the public and to identify and implement actions to better measure and share water use data and information.



Lead Organization Name and Responsibilities:

City of Valdosta

- Coordinate with any Partner Organization, Engineering Consultant, and Local University with data collection activities, preliminary findings, and final reporting. Coordination with City Administrators and Mayor and Council. Coordination with ESRI Application development and final testing/implementation.

Partner Organization Name and Responsibilities:

None in Phase I, Phase II effort to include neighboring local County or Municipality.

- Identical as Lead Organization in coordinating with the team in County areas outside City described limits. Joint coordination on data modeling, findings, application development and final reporting.

Valdosta State University

- Discussion with University Dept to allow Environmental Program students opportunity to assist/hands-on data collection efforts and Dept inputs on modeling efforts.

APPENDIX A

SCOPE OF WORK

SFY2023 Regional Water Plan Seed Grant

Project Information:

Regional Water Council: Suwanee - Satilla

Title: Suwanee-Satilla Basin Septic Systems Inventory, Water Quality Policies Update, and Mobile Data Collection Application

Lead Organization: City of Valdosta
1016 Myrtle Street
Valdosta, Georgia 31601

Primary Contact: Bradley L. Eyre, SSGB
Director of Utilities
City of Valdosta Utilities Department
1016 Myrtle Street
Valdosta, Georgia 31601
(229) 259-3592
beyre@valdostacity.com

Project Start Date: 07/01/2023

Project End Date: 06/30/2025

Federal Amount:	\$74,887.00
Match Amount:	\$30,087.00
Cash Match Amount:	<u>\$45,026.00</u>
Total Project Amount:	\$150,000.00

Plans to be Implemented:

This project will implement the following Suwanee-Satilla Regional Water Plan management practices: NPS-1, EDU-2, EDU-3 & OCP-1 (see Attachment 1_S-S RWP Council Letter_SFY2023 RWP SG_Valdosta).

Project Goals and Background

This project will allow the City of Valdosta to identify and collect septic system data, evaluate and revise stormwater management policies, develop an ESRI tool to track data in support of future code implementation, and create educational materials to address illicit discharges to the Withlacoochee River within the City of Valdosta and its service area. Key project goals will follow a Phase I (research and revisions) and Phase II (ESRI and mapping tools) approach.

Phase I (July 2023 - December 2024):

- a. Convene a team to develop a database of septic systems in proximity of major creeks and tributaries.
- b. Provide existing water quality data and collect additional samples as needed to establish baseline data in relation to item (c.)
- c. Create a committee to revise stormwater quality codes, standards, and management/improvement policies with recommendations/assignments for implementation.
- d. Present revised stormwater quality codes, standards, and policies for official approval or adoption.
- e. Produce educational materials for residential and commercial water customers that promote septic system operations/maintenance and help reduce illicit discharges.

Phase II (July 2024 - June 2025):

- a. Develop useability of an ESRI GIS mobile survey application to record data, sampling, and associated mapping and modeling in a database.
- b. Finalize reporting, mapping, data analysis, and any improvement results noted.

The Withlacoochee River watershed (HUC-10 #0311020405) has 31 miles of healthy stream segments listed in Georgia's 2022 Integrated 305(b)/303(d) Report as meeting state water quality standards and supporting the designated use of fishing. In addition, ten miles of tributaries in the same HUC-10 watershed are listed as impaired for excess fecal coliform and/or low dissolved oxygen due to urban stormwater runoff from commercial and industrial development in the Valdosta area. Older unidentified residential septic systems may also be contributing to poor stormwater quality entering these impaired creeks.

The city has identified opportunities to help improve the quality of stormwater discharging into local tributaries to the river which may also help protect the already healthy stream miles in the watershed. The city also continues to implement an aggressive, ongoing CMOM program of rehabilitation, repair, and replacements to its sanitary sewer system.

Project Activities and Tasks

Project Activity: Identify and procure qualified engineering consultant (Phase I).

Task 1: City of Valdosta will hire an engineering consultant to recruit and coordinate a Septic Survey Team to collect septic system information and a Stormwater Quality Committee to update stormwater quality codes, standards, and improvement policies.

Deliverables: RFP, bids, selection documents, signed & dated contract.

Measures of Success: Procurement of qualified consultant according to City of Valdosta procurement practices.

Project Activity: Create database of septic systems in proximity of major creeks and tributaries of the Withlacoochee River within the City of Valdosta and its service area (Phase I).

Task 2: Engineering consultant will coordinate with Septic Survey Team members and Valdosta State University to identify and collect septic system information.

Deliverables: List of committed Septic Survey Team members that may include septic businesses, plumbing professionals, community leaders, county DPH agent(s), residential stakeholders, city staff & elected officials; Agendas & minutes (dates, times, attendance, topics, resolutions) of Team meetings; Criteria to be surveyed that targets septic systems within 300 ft of major ditch lines and tributaries feeding the Withlacoochee River; Data to include name of property owner, parcel number, latitude/longitude coordinates, address, analysis of aging/conditions, proximity to stream, etc.; Maps of survey areas; Draft & final database of qualified septic systems.

Measures of Success: Comprehensive list of septic systems that contains all necessary information in compliance with City of Valdosta criteria.

Project Activity: Produce educational materials about septic system maintenance and repair to affected residents (Phase I).

Task 3: Septic Survey Team members will develop and distribute septic system educational materials that explain the need for periodic pumping of septic tanks and proper care and preventative maintenance of drain fields.

Deliverables: Flyers, doorknocker/hangers, brochures, water bill inserts, web page content, online videos as appropriate; Materials shall include recognition and carry the following notation in a conspicuous location or front cover or title page (or in the case of maps, in the legend block):

"The preparation of this (report, map, document, project, etc.) was financed through a grant from the Georgia Environmental Protection Division."

Measures of Success: Educational materials produced and distributed online, through billing mail outs, at risk locations identified by survey, and in public venues (library, City Hall, cultural centers, etc.)

Project Activity: Establish water quality baseline data for contaminants (nutrients, conductivity, E. coli), pH, and dissolved oxygen (Phase I).

Task 4: City of Valdosta will provide water quality data from MS4 permit monitoring and collect additional samples as needed to establish baseline data in relation to revising stormwater codes, standards, and policies.

Deliverables: Documentation of city's QA/QC water quality monitoring methodology, protocol & chain of custody under MS4 permit; Certification or qualifications of field agents or city staff who will collect, test, and analyze the samples; Spreadsheet of sampling site descriptions and latitude/longitude coordinates, sampling schedule, pollutants tested; Visual surveys or assessments of watershed conditions as appropriate; Raw data and analysis of sampling results.

Measures of Success: QA/QC monitoring protocol & certification submitted to GAEPD before sampling begins; Spreadsheet, raw data, and analysis records included with quarterly reports to GAEPD.

Project Activity: Revise stormwater quality codes, standards, and improvement policies (Phase I).

Task 5: Engineering consultant will coordinate with Stormwater Quality Committee members to identify municipalities across the State that have successfully updated their stormwater quality codes, standards, and improvement policies.

Deliverables: List of committed Stormwater Quality Committee members that may include commercial & industrial businesses, public, private & service institutions, civic engineering professionals, community leaders, watershed associations, residential stakeholders, city & county staff & elected officials; Agendas & minutes (dates, times, attendance, topics, resolutions) of Committee meetings; Drafts & finalized versions of revised codes, standards, and policies with Action Items that spell out implementation strategies and assign duties and responsibilities to city departments (utilities, engineering).

Measures of Success: Revised stormwater codes, standards, policies that emphasize improved water quality and management of stormwater runoff and effluent from commercial areas and privately owned retention/detention facilities. Revisions will identify both regulatory (required) and voluntary (recommended) implementation options as well as resources that may include assistance on aeration device installation, proper maintenance of facilities, education and training.

Project Activity: Produce educational materials about illicit discharges and the importance of maintaining local water quality to commercial, industrial, and residential water customers (Phase I).

Task 6: Stormwater Quality Committee will develop and distribute educational materials that address illicit discharges and storm drain contamination from polluted stormwater runoff that may contribute to poor water quality in receiving waters.

Deliverables: Flyers, doorknocker/hangers, brochures, water bill inserts, web page, and online videos as appropriate on topics such as pool draining, car washing, and exterior

house cleaning products, keeping commercial dumpster lids closed, proper containment around dumpster or grease container areas; Materials shall include recognition and carry the following notation in a conspicuous location or front cover or title page (or in the case of maps, in the legend block):

"The preparation of this (report, map, document, project, etc.) was financed through a grant from the Georgia Environmental Protection Division."

Measures of Success: Educational materials produced and distributed online, through billing mail outs, and in public venues (library, City Hall, cultural centers, etc.).

Project Activity: Present revised codes, standards, and policies with implementation recommendations to City of Valdosta elected officials for approval or adoption (Phase I).

Task 7: Stormwater Quality Committee will present revised stormwater quality codes, standards, and policies along with recommended implementation and assignments for official approval or adoption.

Deliverables: Documentation of proposed changes presented to City of Valdosta elected officials for approval or adoption (agenda, resolution, minutes, official action).

Measures of Success: Approval or adoption of feasible codified resolutions by elected City of Valdosta officials.

Project Activity: Develop an ESRI GIS Mobile Survey Application for data collection and future water quality sampling (Phase II).

Task 8: Finalize and install ESRI GIS Mobile Survey Application for data collection, future water quality sampling, and associated mapping, modeling, and database updates.

Deliverables: Completed and useable ESRI GIS Mobile Survey Application.

Measures of Success: Successful uploads and downloads of improvement results, maps, and data analysis through ESRI GIS Mobile Survey Application.

Project Activity: Add a link to ESRI GIS Mobile Survey Application on City of Valdosta, Southern Georgia Regional Commission (SGRC), and Valdosta State University (VSU) website(s) (Phase II).

Task 9: Install an online platform with link to ESRI GIS Mobile Survey Application for identifying and implementing actions that will better measure and share water use data and information.

Deliverables: Completed online platform on city, SGRC, and VSU website(s) with link to ESRI GIS Mobile Survey Application and to map on VALOR site (SGRC).

Measures of Success: Access results and updates anytime through the city, SGRC, VSU and possibly other government websites.

Project Activity: Provide the Suwanee-Satilla Regional Water Planning Council with periodic written or verbal project updates (Phases I & II).

Task 10: Provide the Council with project updates at a minimum of once every six (6) months via email or during Council meetings.

Deliverables: Council meeting minutes containing verbal updates or emails containing written updates to water quality data and identified trends in tributaries discharging into the Withlacoochee River.

Measures of Success: At least five (5) updates in writing received by at least five active Council members.

Project Activity: Quarterly & Close-Out Reports & Invoices (Phases I & II)

Task 11: Prepare and submit Quarterly Reports and invoices on 15th of January, April, July, and October during grant period using template provided by GAEPD.

Deliverables: Quarterly reports on progress to survey septic systems; to revise & implement new stormwater codes & policies; to provide educational materials; to collect & analyze water quality data; to develop an ESRI GIS Mobile Survey Application; to install online platforms; and to update the S-S RWP Council on project deliverables.

Measures of Success: Documentation of progress, deliverables, and expenditures related to Tasks initiated, ongoing or completed according to Project Schedule.

Task 12: Prepare and submit Close-Out Report and Final Invoice using template provided by GAEPD.

Deliverables: Close-Out Report that includes final reporting on GIS coordinates/maps, record photos, water quality data, and identified trends in tested contaminants (nutrients, conductivity, E. coli), pH, and dissolved oxygen in tributaries discharging into the Withlacoochee River.

Measures of Success: Evaluation of final deliverables and confirmation that project was completed on schedule and within budget or explanation of delays or incompleteness of project Tasks.

Roles and Responsibilities of Participating Organizations

Lead Organization Name: Roles + Responsibilities

City of Valdosta

- Coordinate with Engineering Consultant, Valdosta State University, Southern Georgia RC and other project partners on data collection activities, preliminary findings, and final reporting.
- Provide baseline water quality sampling (utilities department) supported by SOP and staff certification documents.
- Coordinate with City Administrators and Mayor and Council.
- Coordinate ESRI Application development, promotion and links.

Partner Organization(s): Roles + Responsibilities

Phase I (septic inventory) & Phase II (ESRI link on website)

Valdosta State University Department of Geosciences

- Department Chair to assign Environmental Program students to assist/provide hands-on data collection with Department inputs on modeling.
- Joint coordination on data modeling and findings, ESRI GIS Mobile Survey Application development and final reporting.
- Letter of Commitment stating number of faculty, staff, and student hours to be contributed and dollar value of time either as professionals or as volunteers.

Project Location

Street Address or Closest Intersection: N/A

City or Cities: City of Valdosta, Georgia

County or Counties: Lowndes County

Latitude (decimal degrees): 30.849964

Longitude (decimal degrees): -83.339653

Watershed Information

HUC10#: 0311020405

Project Area Description

City of Valdosta city limits/service area where major ditch lines and tributaries flow to the Withlacoochee River.

Project Area Map

Attachment 2: General Map_R WP SG_SFY2023_Valdosta.pdf

Project Budget

A. Personnel

A. RWP Seed Grant Funds (Personnel)

\$00.00

A. In-Kind Matching Funds (Personnel)

\$2,490.00

A. Cash Matching Funds (Personnel)

\$3,750.00

A. Total Personnel

\$6,240.00

A. Personnel Description and Narrative Justification

Brad Eyre, Director of Utilities: Project Direction

Jason Barnes: Project Coordination & Management
 Hogan Vaughn, Joseph Gangler: Water Quality Sampling Coordination
 John Piper, Bobby Smith: GIS Mapping Coordination

B. Fringe Benefits.

B. Total Fringe Benefits

\$0.00

B. Fringe Benefits Description and Narrative Justification

N/A

C. Travel

C. Total Travel

\$0.00

C. Travel Description and Narrative Justification

N/A

D. Equipment

D. Total Equipment

\$0.00

D. Equipment Description and Narrative Justification

N/A

E. Supplies

E. RWP Seed Grant Funds (Supplies)

\$7,987

E. In-Kind Matching Funds (Supplies)

\$697.00

E. Cash Matching Funds (Supplies)

\$1,050.00

E. Total Supplies

\$9,734.00

E. Supplies Description and Narrative Justification

Printing and distribution of septic and stormwater educational materials.
 ESRI consultant, license, and other costs associated with GIS Mobile Survey Application.

F. Contractual

F. RWP Seed Grant Funds (Contractual)

\$66,900.00

F. In-Kind Matching Funds (Contractual)

\$15,000

F. Cash Matching Funds (Contractual)

\$40,226.00

F. Total Contractual

\$122,126.00

F. Contractual Description and Narrative Justification

Engineering Consultant – work to complete Phase I grant tasks (\$107,126).

Valdosta State University – offer from City of Valdosta (\$15,000) for partial payment of faculty, staff, and student hours as professionals or volunteers based on Letter of Commitment and MOU spelling out duties and responsibilities.

G. Other**G. RWP Seed Grant Funds (Other)**

\$0.00

G. In-Kind Matching Funds (Other)

\$11,900

G. Cash Matching Funds (Other)

\$0.00

G. Total Other

\$11,900.00

G. Other Description and Narrative Justification

Valdosta State University – in-kind Match for faculty, staff, and student hours as professionals or volunteers based on Letter of Commitment.

H. Indirect**H. Total Indirect**

0.00

H. Indirect Description and Narrative Justification

N/A

TOTAL RWP Seed Grant Funds

\$74,887.00

TOTAL In-Kind Matching Funds

\$30,087.00

TOTAL Cash Matching Funds

\$45,026.00

PROJECT TOTAL:**RWP Seed Grant Funds + In-Kind Matching Funds + Cash Matching Funds**

\$150,000.00

DRAFT

GRANT AGREEMENT

THE GEORGIA ENVIRONMENTAL PROTECTION DIVISION

AND

CITY OF VALDOSTA

FOR

SFY2023 REGIONAL WATER PLAN SEED GRANT

SUWANEE-SATILLA BASIN WATER QUALITY INVENTORY UPDATE
AND MOBILE DATA COLLECTION

This agreement (“Agreement”) is made and entered into as of the date of the last signature hereunder (hereinafter called “Effective Date”), by and between the Georgia Environmental Protection Division; (hereinafter called “Division”), and the CITY OF VALDOSTA (hereinafter called “Grantee”). The persons executing this Agreement on behalf of the Grantee have authority to bind the Grantee to the terms of this Agreement. The Director of the Division is authorized by law to execute this Agreement.

WHEREAS, pursuant to O.C.G.A. §§ 12-5-520 *et seq.*, the Division has developed a Comprehensive State-wide Water Management Plan (“State Water Plan”); and

WHEREAS, pursuant to O.C.G.A. §§ 12-5-31(h) and 12-5-96(e) and Ga. Comp. R. and Regs. 391-3-32, Regional Councils throughout the State have developed Regional Water Development and Conservation Plans (“Regional Water Plans”) consistent with and in accordance with the State Water Plan; and

WHEREAS, pursuant to O.C.G.A. §§ 28-5-120 *et seq.*, Ga. Comp. R. and Regs. 391-3-21-.09, and an Appropriations Act of the Georgia General Assembly, the Division is authorized to administer grants to support and incentivize local governments and other appropriate water users to undertake implementation activities identified in Regional Water Plans; and

WHEREAS, the Grantee wishes to undertake a project to implement management practices or other recommendations from a Regional Water Plan, to be financed, in part, in accordance with this Agreement; and

WHEREAS, Grantee represents to the Division that Grantee is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the valuable and mutual benefits flowing to each party as hereinafter appear below, the parties mutually agree as follows:

1. **Project.** The Grantee shall conduct the work described in the Scope of Work identified in the attached Appendix A, hereby made a part of this Agreement by reference (hereinafter, the “Project”).
2. **Term; Time of Performance.**
 - a. The term (“Term”) of this Agreement shall commence upon the Effective Date and shall terminate upon the earlier of: i) the completion of the Project tasks identified in Appendix A: Scope of Work; or ii) **June 30, 2025** (hereinafter referred to as “Termination Date”), unless sooner terminated by the Division or renewed by the Division in accordance with the provisions of this Agreement.
 - b. The services of the Grantee are to commence as soon as practicable after the Effective Date and shall be undertaken in accordance with the timeline for completion of tasks included in the attached Appendix B: Project Schedule, hereby made a part of this Agreement by reference.
3. **Grant and Acceptance.**
 - a. The Division hereby makes and Grantee hereby accepts this grant for the Project (“Grant”) in the amount of **Seventy-Four Thousand, Eight Hundred Eighty-Seven dollars, (\$74,887.00)** (“Grant Amount”) to carry out the Project in accordance with the terms and conditions of this Agreement
 - i. Notwithstanding any other provision of this Agreement, the Grantee acknowledges that the Division, as an agency of the State of Georgia, is prohibited from pledging the State’s credit.
 - ii. Grantee must expend or contractually obligate the full amount of the Grant Amount on or before the expiration of the Term; after expiration of the Term Grantee may not expend or obligate contractually the unencumbered Grant Amount.
 - iii. The Grantee will contribute a minimum of the equivalent of 40% of the total project cost, in services or cash contributions, toward the performance of services described in Appendix A: Scope of Work (the “Match”).
 - b. Grantee has already obtained or otherwise received commitments for the Match funding for the Project.
 - c. The Grantee agrees that the Grant Amount will be spent pursuant to the breakdown set forth in the Project and pursuant to the terms of this Agreement and will not be used for expenses already incurred or paid for by Grantee before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the Division.
 - d. The budget for the Project is set forth in Appendix A. Grantee must notify the Division within fifteen (15) days of any changes to the budget for the Project that may result in the reduction and/or elimination of some or all of the Match or the Grant Amount.
4. **Method of Disbursements.** Division will disburse the Grant Amount to Grantee not to exceed the amount described in Paragraph 3, and in accordance with the terms described in this Paragraph:

- a. Payment will only be made for the services described in Appendix A: Scope of Work; and
 - b. Grantee shall be paid quarterly. No later than the 15th day of the month following close of the immediately preceding quarter, Grantee shall submit to the Division contact specified in Paragraph 9 an invoice for services rendered in that immediate preceding quarter, accompanied by a progress report describing the services performed and identifying the related items or tasks in the Scope of Work, specifying that the services have been performed in accordance with this Agreement, and accompanied by any documentation, outputs, deliverables, or close-out reports; and
 - c. The Grantee shall certify in writing the accuracy of each invoice. All invoices from the Grantee should show detailed line items referencing the costs of labor, materials, property, equipment, installation, services, incidentals, etc. All invoices should be signed and dated by authorized personnel as evidence of review and approval prior to submission to the Division for reimbursement; and
 - d. The Division will review and approve or deny invoices within 30 days of receipt. Payment shall be made upon determination by the Division that Scope of Work items required by the Agreement, including deliverables and reporting requirements of various categories and kinds of information for the period, are sufficient. Any invoice not approved by the Division shall not be paid; and
 - e. Payment of the final 10 percent shall not be due and payable until all Scope of Work items are completed and the Division has accepted and approved the final products, reports, and invoices.
5. **Grant Funding.** The Grantee acknowledges that this Agreement is funded with a grant from the State of Georgia. In the event that the Division determines that the source of payment no longer exists or is insufficient with respect to the Project, the Division shall terminate this Agreement in accordance with the provisions of Paragraph 6.
- a. The determination of the Division that the funding for the Grant is no longer available or sufficient shall be conclusive.
 - b. The Division shall provide notice in writing to Grantee as soon as practicable after the Division determines that the source of payment no longer exists or is insufficient with respect to the Project.
 - c. In the event of such termination, the Division shall remain obligated to reimburse the Grantee for eligible Project expenses performed or incurred and accepted by the Division prior to such termination.
6. **Termination of Agreement.**
- a. **For Cause.** If, through any cause other than force majeure, the Grantee shall fail to perform its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Division may terminate this Agreement specifying the effective date. If this Agreement is terminated as provided herein, the Grantee may be disbursed from the Grant Amount for all Project work

performed on or before the date of termination and for which a disbursement request is submitted pursuant to Paragraph 4.

- b. **For Convenience.** Either Party may terminate this Agreement at any time for good reason by giving at least thirty (30) days written notice to the other Party of such termination and specifying the effective date. If this Agreement is terminated as provided herein, the Grantee may be disbursed from the Grant Amount for all Project work performed on or before the date of termination and for which a disbursement request is submitted pursuant to Paragraph 4.
7. **Copyrights and Documents.** Grantee shall be the original and sole owner of all rights, including without limitation copyright, in and to all documents, maps, photographs, drawings and other materials produced or derived in whole or in part under this Agreement and paid for solely by Grantee (“Materials”).
- a. Grantee hereby grants Division a perpetual, irrevocable, world- wide, royalty-free, fully paid-up, non-exclusive license under any copyrights and know- how, data, findings, results and discoveries concerning the Materials so as to allow Division to conduct further research, apply for and obtain further funding and to publish or otherwise disclose the results of the Project and the Material through customary regulatory and scholarly outlets.
- b. Division shall have the right to use the Materials resulting from Grantee’s efforts on this Agreement. Division acknowledges that the reuse of any such Materials by Division on any extension of this project or any other project shall, except for the obligations of Grantee, be at Division’s sole risk unless otherwise agreed to in writing by all Parties.
- c. Any reports, maps, signage or other documents completed as a part of this Agreement shall include recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the legend block):
- “The preparation of this report, map, document, project, etc., was financed through a grant from the Georgia Environmental Protection Division.”*
- d. Division’s said license and rights and Grantee’s said rights shall not be affected or revoked by the termination provisions of Paragraph 6 of this Agreement.
8. **Grantee’s Warranties and Covenants.** The Grantee warrants and covenants to the Division all of the following:
- a. The entirety of the Project shall be carried out in accordance with all applicable federal, State and local laws, rules, regulations and ordinances.
- b. The Project will be performed in a workmanlike manner, consistent with that level of care and skill ordinarily exercised by such entities and with sound principles commonly used by similar professionals under similar circumstances and further warrants that the Project will be performed as intended and described in Appendix A.
- c. All information contained in its grant application was, as of the date the grant application, and will remain, until the termination of this agreement, complete, accurate and correct in every way, and that the Grantee is not aware of any circumstances that may cause any information included in the grant application to become incorrect or otherwise change the

scope of the Project subsequent to the Effective Date.

- d. It has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Agreement.
- e. It has, or will secure, all personnel required in performing the Project. Such personnel shall not be employees of or have any contractual relationship with the Division.
 - i. The Project will be performed by the Grantee or under its supervision, and all the personnel engaged by the Grantee to perform the Project shall be fully qualified and shall be authorized under state and local law to perform the same.
 - ii. The Division, or its authorized representatives, shall have the right to enter into the premises of Grantee and/or all subcontractors, or any places where the Project is being performed, to inspect, monitor, or otherwise evaluate the performance of the Project.
 - iii. Grantee it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly-hired employees.
- f. Grantee certifies that it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the Georgia Code; or (b) not a “retailer” as defined in O.C.G.A. Section 48-8-2. The Grantee also acknowledges that the Division may declare the Agreement void if the above certification is false. The Grantee also understands that fraudulent certification may result in the Division or its representative filing for damages for breach of Agreement.

9. **Miscellaneous Provisions**

- a. **Taxes**. The Division is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request Grantee or an authorized subgrantee shall provide the Division with a sworn verification regarding the filing of unemployment taxes or persons assigned by Grantee to perform Project, which verification is incorporated herein by reference.
- b. **Release of Materials Pursuant to the Georgia Open Records Act**. All products, reports, information, data, etc., given to, derived from, prepared by, or assembled by the Grantee (the “Materials”) in the performance of this Agreement shall be governed by the Georgia Open Records Act. The Division expressly acknowledges and agrees that Grantee is an “agency” as defined in O.C.G.A. § 50-18-70 *et seq.* and is consequently subject to the Georgia Open Records Act. Grantee shall inform the Division in writing if it receives any requests for the Materials pursuant to the Georgia Open Records Act.
- c. **Assignability**. Grantee shall not transfer or assign all or any of its right, title or interest in this Agreement or delegate any of its duties or obligations hereunder without the prior

written consent of the Division.

- d. **Interest of Agreement.** The Grantee hereby attests that it and all of the officials of the Grantee have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.
- e. **Division Intellectual Property.** The Grantee agrees it will not use the name or any intellectual property, including but not limited to, the Division’s trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Division.
- f. **Right to Audit and Access to Records.** The Grantee shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all expenditures related to the Project throughout the term of the Agreement for a period of at least five (5) years following the date of final disbursement or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Grantee shall permit the Auditor of the State of Georgia or any authorized representative of the State to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Grantee relating to orders, invoices or payments or any other documentation or materials pertaining to the Agreement, wherever such records may be located during normal business hours. The Grantee shall not impose a charge for audit or examination of the Grantee’s books and records. If an audit discloses incorrect billings or improprieties, the Division reserves the right to charge the Grantee for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- g. **Entire Agreement; Modification.** This Agreement represents the sole and complete understanding of the terms of the Agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, with respect thereto. No modification or amendment to this Agreement will be binding on either party hereto unless such modification or amendment is reduced to a writing executed by both parties. Any changes in the scope and/or duration of this Agreement shall be mutually agreed upon by and between the Division and the Grantee in a writing executed in accordance with this Paragraph.
- h. **Hold Harmless.** The Grantee agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, “Indemnified Parties”) from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General’s Office, related to or arising from:
 - i. Any negligent or wrongful act or omission of the Grantee or any employee, agent or subgrantee utilized or employed by the Grantee;
 - ii. The negligence or fault of the Grantee in design, testing, development,

- manufacture, or otherwise with respect to the Project provided under the Agreement;
- iii. The Grantee's negligent performance or attempted performance of the Agreement, including any employee, agent or subgrantee utilized or employed by the Grantee;
 - iv. Any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Georgia or the United States; or
 - v. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right.
- i. **No Indemnification; Waiver.** Grantee acknowledges that the Division is an agency of the State of Georgia and is prohibited from indemnifying Grantee or any other parties. The Grantee waives, releases, relinquishes, and discharges any and all claims or demands against Grantee or contractors of Grantee for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Grantee or contractors of Grantee and even if the Grantee knew the existence of such claims.
 - j. **Applicable Law.** The Parties agree that this Agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
 - k. **No Waiver.** The failure of the Division or Grantee at any time to require performance by the other party of any provision hereof, shall in no way affect the right of the Division or Grantee thereafter to enforce that same provision or any part of the Agreement, nor shall the failure of the Division or Grantee to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Agreement itself.
 - l. **Drug Free Work Place:** Grantee certifies that, in accordance with the provisions of O.C.G.A. § 50-24-1, *et seq.*, a drug-free workplace will be provided to Grantee's employees during the performance of this Agreement; and it will secure from any subgrantee hired to work in a drug-free workplace the following written certification: "As part of any subcontracting agreement (Subgrantee's Name), certifies to Grantee that a drug-free workplace will be provided for the subgrantee's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code 50-24-3."
 - m. **Binding Authority.**
 - i. The Division warrants that the Director has the authority to bind the Division.
 - ii. Grantee's signatory(ies) warrant that it is fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Grantee to execute this Agreement and to bind the Grantee thereto.

- n. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. The Parties agree that any electronic signatures on this Agreement hereto constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-1-21 *et seq.*
- o. **Severability.** If any one or more of the provisions of this Agreement are for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- p. **Notice.** All notices, correspondence requests, demands, waives and other communications required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered by U.S. Mail, postage paid, sent by nationally recognized overnight courier, or by electronic mail to the contacts as follows:

If to the Division:
 Mary E. Gazaway
 Grants Administrator
 Watershed Protection Branch
 Grants Unit
 2 Martin Luther King, Jr. Drive
 Suite 1470A East Tower
 Atlanta, Georgia 30334
 470-524-0556
mary.gazaway@dnr.ga.gov

If to Grantee:
 Bradley L. Eyre, SSGB
 Director of Utilities
 City of Valdosta Utilities Department
 1016 Myrtle Street | P.O. Box 1125
 Valdosta, GA 31603-1125
 229.259.3592
beyre@valdostacity.com

IN WITNESS WHEREOF the Division and the Grantee have executed this Contract on the day and year below written.

**The Environmental Protection Division of
the Department of Natural Resources, State
of Georgia**

The City of Valdosta

Richard E. Dunn
Director

Richard Hardy
City Manager

Date:

Date:

Signer
Title

Date:

Attachment: Seed Grant Agenda Item_PDF Attachment (3600 : GA EPD SFY2023 Regional Water Plan Seed Grant Award)

October 31, 2022

Joyce McClain
 Watershed Protection Branch
 Grants Unit
 2 Martin Luther King Jr. Drive
 Suite 1152 East Tower
 Atlanta, Ga. 30334

RE: Suwanee-Satilla Water Council Support of City of Valdosta Seed Grant Project

Dear Ms. McClain,

With this letter, and as the chairman of the Suwanee-Satilla Regional Water Council, I provide the Council's endorsement of the project being proposed by Mr. Bradley Eyre with the City of Valdosta. The project proposes to assist with implementation of several water quality related management practices identified in the Suwanee-Satilla Regional Water Plan, including:

Management Practices	Description
NPS-1 Study Human Impacts on Water Quality	Data collection/analysis to confirm if dissolved oxygen and/or fecal coliform is human induced.
EDU-2 Stormwater Education	Support Stormwater Educational Programs
EDU-3 Septic System Maintenance Education	Support Septic System Maintenance Programs
OCP-1 Engage Local Governments	Encourage local government to develop ordinances and standards to implement and/or update stormwater and land development regulations. Possible resource documents include: Georgia Stormwater Management Manual, Coastal Stormwater Supplement, and Metro North Georgia Water Planning District Model Ordinances

The implementation of these management practices will assist the Council in implementing the approved 2017 Regional Water Plan.

If you have any questions, feel free to contact me at (229) 423-2093.

Sincerely,



Scott Downing
 Suwanee-Satilla Regional Water Council Chairman

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

XXXXXX

XX/XX/XXXX

Federal Work Authorization User Identification Number

Date of Authorization

City of Valdosta

Suwanee-Satilla Basin Septic Systems Inventory, Water Quality Policies Update, and Mobile Data Collection Application

Name of Contractor

Name of Project

Georgia Environmental Protection Division

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed/Typed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

Attachment: Seed Grant Agenda Item_PDF Attachment (3600 : GA EPD SFY2023 Regional Water Plan Seed Grant Award)

Contract Routing Form

Contractor

Name City of Valdosta

Address1 1016 Myrtle Street

Address2 _____

City, State ZIP Valdosta, Georgia 31601

NIGP Code _____

FEI # 58-6000688 SS# _____

New / Original Contract

Existing Contract Number: _____

Amount of Original Contract: \$ 74,877

Amount of Amendment: \$ _____

Term of Contract From: 7/1/2023 To: 6/30/2025

Description: **SFY2023 Regional Water Plan Seed Grant**
 "Suwanee-Satilla Basin Septic System Inventory, Water Quality Policies Update, and Mobile Data Collection Application"
 City of Valdosta

Origin 761 Fund 10100

Amount	Account	Department #	Funding Source	Sub Class	BY	Project #	OPB Program #	Product Code
\$74,877.00	653001	4620761200	01000	312	2023	08007	3420303	RWC23

What type of contract is this? Local Government

Is this contract to be encumbered? Yes

Funds for this contract are budgeted: (please check one)

In the original Annual Operating Budget X

In an amendment already submitted to the Budget Office _____

In a future amendment to be submitted to the Budget Office _____

Has the contract template been changed? If so, did Legal approve the changes? N/A



 Mary E. Gazaway, Grant Agreement Administrator / 470-524-0556 _____ Date

 Division Director _____ Date

DNR Contract # _____ P. O. # _____

Attachment: Seed Grant Agenda Item_PDF Attachment (3600 : GA EPD SFY2023 Regional Water Plan Seed Grant Award)