

MEMORANDUM OF UNDERSTANDING
between
Augusta, Georgia
and
Phinizy Center for Water Sciences

This Memorandum of Understanding (hereinafter “Memorandum”) made this 19th day of August , 2024, by and between AUGUSTA, GEORGIA, as a political subdivision of the State of Georgia (hereinafter referred to as “Augusta, Georgia” or “Augusta”), as Party of the First Part, and Phinizy Center for Water Sciences (hereinafter referred to as “Phinizy Center”) as Party of the Second Part.

WHEREAS, the Phinizy Center is a professional/Nonprofit partnering entity assisting Augusta Utilities Department (AUD) with the continuation of a comprehensive long-term water monitoring program;

NOW, THEREFORE, as a desire of Augusta and Phinizy Center to coordinate the development and implementation of this program, the parties hereby agree as follows:

UNDERSTANDING:

Augusta, Georgia and Phinizy Center do hereby agree to the following:

1. The **Phinizy Center** will provide services related to design and study of Best Management Practices (BMPs) for water quality monitoring and data assessment. These activities will primarily be conducted through the work of professionals, and these professionals will be approved by Augusta Utilities Department prior to execution of MOU. Activities may include, but not be limited to:
 - a. Review of site(s) for water monitoring
 - b. Recommendations of preferential monitoring techniques determined by location
 - c. Troubleshooting data reporting and / or equipment failure
 - d. Coordination with technical support staff in the operation of equipment
 - e. Maintenance and replacement of equipment including site visits
 - f. Water sampling following standard methods or other agreed upon protocols
 - g. Statistical analysis of data time-series
 - h. Periodic attendance at professional workshops to discuss the data.

2. The **Phinizy Center** will provide Augusta with a quarterly update for each project task, using format approved by Augusta Utilities Department, for all personnel involved in this project as well as a brief summary of activities conducted. An annual report detailing data collected, and analyzed, along with key findings, shall be presented no later than March 1 of the following year.

3. Monthly invoices for hours expended, as well as any expenses or equipment required in the execution of this MOU shall be submitted as well as a brief description of the intended use as well as an itemized invoice for the item or service. These shall be submitted by the 25th of each month for processing by AUD.

3. Augusta shall contribute funds not to exceed the designated amount of \$30,000 per quarter for this MOU phase. The MOU will continue until funds are exhausted.

4. Upon completion of the activities funded by Augusta, material produced and equipment purchased under this MOU will become property of Augusta. However, with written permission from Augusta Utilities Department, the **Phinizy Center** has rights to use this material for their activities and scientific research purposes but must include Augusta personnel as designated collaborators and the following as proper identification of funding for the project:

“The preparation of this report, map, document, project, etc., was financed in part through a cooperative agreement with Augusta, Georgia / Augusta Utilities Department.”

Together with the month and year, the document was prepared and credit being given to the scientists and personnel involved in the project.

DELIVERABLES:

The **Phinizy Center** agrees to provide to Augusta Utilities Department any requested documentation required under this MOU.

TIME:

This MOU will remain in effect until the funding is exhausted, but not for a period of greater than 24 months unless otherwise amended.

TERMINATION:

Both parties may terminate this MOU at any time by giving of forty-five (45) days written notice of such termination. Upon receipt of such notice of termination, **Phinizy Center** shall

discontinue all work under this MOU. Data gathered and material produced will become property of Augusta.

MISCELLANEOUS:

1. This Memorandum of Understanding shall be controlled by and construed in accordance with the laws of the State of Georgia.

2. Any notice given under this Memorandum shall be deemed given when provided in writing to the following persons:

TO AUGUSTA, GA:

**AUGUSTA UTILITIES DEPARTMENT
ATTN: DIRECTOR OF UTILITIES
452 WALKER STREET, SUITE 200, AUGUSTA, GEORGIA 30901**

**TO: Phinizy Center:
ATTENTION: _____
Address**

This Memorandum of Understanding is the entire agreement between the parties, and may not be amended, except by a writing executed by both parties.

**APPROVED:
Phinizy Center**

AUGUSTA, GEORGIA

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

Date: _____

Date: _____