

**FIXED PRICE AGREEMENT
BETWEEN
THE BOARD OF COMMISSIONERS
OF LOWNDES COUNTY, GEORGIA
AND
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
VALDOSTA STATE UNIVERSITY**

THIS AGREEMENT, hereinafter referred to as “Agreement,” is made as of the 1st day of July, 2023 by and between THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA, (hereafter referred to as the “County”) and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA by and on behalf of VALDOSTA STATE UNIVERSITY (hereinafter referred to as “VSU”).

WHEREAS, VSU possesses certain knowledge, skill, and expertise to perform certain functions and services regarding collection and identification of mosquitos and transmitting of samples of collected mosquitos to a laboratory for further analysis (the “Services”); and

WHEREAS, County desires to have VSU perform such Services;

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

Section 1. Statement of Work: VSU shall perform the services outlined in Attachment 1. Statement of Work (hereinafter referred to as “Project”). Mark S. Blackmore, Ph.D. (mblackmo@valdosta.edu), Professor of Biology, shall serve as Project Director and shall not be replaced by VSU without prior written approval of County. The Project Director shall have primary responsibility for performance of the Services and supervision of qualified VSU faculty and students assisting the Project Director in performing the Services. The Project Director shall be the primary contact at VSU for the Services and this Agreement.

Section 2. Term of Agreement: This Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024. This Agreement may be extended for additional periods upon written agreement of the parties.

Section 3. Compensation: This is a fixed price agreement. County shall compensate VSU for Services provided in the amount of \$55,194.30. VSU will invoice County in accordance with the Fee Schedule outlined in Attachment 1. County will pay invoices in U.S. dollars within thirty (30) days of receipt in accordance with invoice instructions. Bank charges for processing payments by credit card or wire transfer are not included in this Agreement and will be billed to County as an additional cost.

Section 4. City Agreement: The parties acknowledge that VSU is also rendering services substantially similar to those hereunder to the City of Valdosta, Georgia, (hereinafter referred to as “City”) under separate agreement. VSU may share the results of the Services hereunder with the City if the substantially similar results of the services rendered to the City are likewise shared with the County.

Section 5. Disclaimer of Warranty: County acknowledges that VSU is an academic institution and, as such, may utilize collection, analytical, and/or other scientific methods that have not been accepted by standard setting organizations or certified by governmental agencies; provided, however, VSU shall endeavor to only use collection, analytical, and/or scientific methods reasonably designed to result in the information for which the