


ORDER: ACCEPT AGREEMENT WITH CHEM-AQUA FOR WATER TREATMENT AT THE COURTHOUSE

Motion was made by Larry Gillespie, duly seconded by Brent Larson, to accept agreement with Chem-Aqua for water treatment at the Courthouse.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts declared the motion carried, this the 16th day of March, 2020.



Mike Roberts, President
Board of Supervisors



Sherry Wall, Chancery Clerk



Water Treatment Program Agreement
for
LAFAYETTE COUNTY BOARD OF SUPRVS
142 COURTHOUSE SQUARE
LAFAYETTE
OXFORD, MS 38655

The Chem-Aqua Water Treatment Program is an important step in achieving efficient operation and extending the useful life of valuable cooling and heating equipment.

By this AGREEMENT LAFAYETTE COUNTY BOARD OF SUPRVS (hereinafter referred to as "Customer") agrees to purchase and Chem-Aqua, Inc. (hereinafter referred to as "Chem-Aqua") agrees to provide a professional Water Treatment Program for the SYSTEM(S) for an annual cost of \$1,497.00 to be paid in 4 equal billings of \$374.25 each for a total agreement price of \$1,497.00. The systems covered by this agreement are .

The term of this AGREEMENT shall be for 12 months starting 4/1/2020 and ending 3/31/2021. This price quotation includes products and services as outlined in this proposal, but does not include any taxes, freight, or handling fees that may be applicable.

Chem-Aqua will have a representative call on Customer and provide directions for the initial application of the treatment chemicals. Thereafter, a representative will visit Customer Quarterly to check the systems, collect water samples, and test the treated waters. A written report documenting the results of the service visits and any recommendations will be provided to the designated personnel of customer.

Customer agrees to follow the recommendations provided by Chem-Aqua on the water treatment program and to maintain the necessary feed and control devices to insure proper application and functioning of the water treatment chemicals. Customer will purchase or otherwise provide and install the required equipment. Chem-Aqua will provide assistance for the installation if requested by Customer.

Customer agrees to permit Chem-Aqua reasonable access to its premises and the system to allow Chem-Aqua personnel to perform their services.

Customer agrees to perform routine cleaning of the systems covered in this agreement.

Customer agrees to perform maintenance and repairs of equipment as recommended by equipment manufacturer or mechanical contractor. If repairs to the system are required to permit Chem-Aqua's products to effectively protect Customer's equipment, Customer agrees to cause such repairs to be made at its expense. Customer agrees to inform Chem-Aqua of modifications to the system or any design elements in the system such as dead-legs that would affect the flow of water through the equipment.

Chem-Aqua's treatment of biological growth is for the purpose of reducing the risk of that growth causing damage

to the equipment or otherwise interfering with the operation of the system and is not meant to protect against health risks from exposure to biological growth.

This contract does not include Legionella risk assessments or a Legionella risk management program. Chem-Aqua is providing the services described in this contract only and no services relating to Legionella Risk Management beyond normal minimization of biological fouling.

Chem-Aqua has no responsibility for damages to the system or conditions such as scale or corrosion, which existed prior to the start of the Water Treatment Program, or for damages due to customer's failure to properly operate, maintain or repair equipment. Chem-Aqua is not responsible for damages due to Customer's failure to implement recommendations made by Chem-Aqua.

This AGREEMENT is effective as of the date it is signed and shall remain in effect until cancelled by either party submitting a 30 day written notice of cancellation. Customer will be responsible for payment of all products/equipment shipped and services rendered prior to cancellation of program. Upon cancellation, Customer must return all Chem-Aqua supplied equipment (which has not been separately purchased.) After the initial 12 months, and if business conditions warrant, Chem-Aqua may implement a general price increase to Customer which will be reflected on the next invoice to Customer.

AGREED TO on this 11 date of March, 2020.

By <u>Kyle Langston</u>	By _____
Chem-Aqua	Customer
P.O. Box 152170	_____
Irving, TX 75015	_____
	(Address)
1-800-527-9919	_____
	(Phone)

Appendix 1: Equipment

All equipment provided by Chem-Aqua will remain the property of Chem-Aqua. This equipment is listed in the attached equipment summary sheet.

Appendix 2: Additional Services

See Attached.