RESOLUTION
#26-50

A RESOLUTION OF THE CITY OF DUBLIN, GEORGIA BY AND THROUGH ITS MAYOR AND COUNCIL APPROVING A RENEWAL CONTRACT WITH 120WATER TO ASSIST WITH INVENTORY AND FOR ENHANCED MANAGED SERVICES; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE SAME; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Mayor and City Council are the governing body of the City of Dublin, Georgia (the "City"); and

WHEREAS, due to regulations of the Environmental Protection Division, the City is required to make certain reporting and inspections of the service lines in our water utility infrastructure; and

WHEREAS, the City has used and desires to continue using the services of 120Water for regulatory compliance and reporting; and

WHEREAS, the Mayor and Council find it in the best interest of the City to formalize the terms of an agreement with the 120Water, substantially in the form attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Mayor and Council wish to empower the City Manager or his or her designee to execute and deliver any other documentation required for the fulfillment of the purposes of this Resolution.

THEREFORE, NOW BE IT RESOLVED that the City Manager is hereby authorized to negotiate an agreement, substantially in the form as attached hereto as Exhibit "A" and incorporated herein by this reference, for the services with 120WATER, and the Mayor is hereby authorized and directed to execute the same in the name of and on behalf of the City of Dublin, Georgia, subject to such insertions, deletions, or revisions as deemed appropriate by him, the execution of the same being conclusive evidence of acceptance of the same.

BE IT FURTHER RESOLVED that execution of the Agreement by the Mayor or any other modification of it shall be conclusive evidence of the approvals required herein and all actions of the City, its officers, staff, and employees in connection with the execution, delivery, and performance of the Agreement is hereby approved, ratified, and confirmed.

BE IT FURTHER RESOLVED that the City Manager, in consultation with the City/Staff Attorney, may approve such modifications and additions or cancellation of its level of services provided by 120Water as may be deemed appropriate by him and in the best interest of the City at all points in time during the term of the Agreement.

BE IT FURTHER RESOLVED that the City Manager, or his or her designee, is authorized to execute and deliver any other document required by 120Water to affect the purpose of this Resolution and Agreement and that this resolution shall be effective upon its adoption.

SO RESOLVED by the Mayor and Council of the City of Dublin this 20th day of August, 2026 by a vote of 5 to 0.

CITY OF DUBLIN, GEORGIA

BY: ______________________
Joshua E. Kight,
Mayor

CITY OF DUBLIN SEAL STATE OF GEORGIA

ATTEST:

By ______________________
Dorothy Kozier, City Clerk

Addendum to 120Water Renewal

(City of Dublin 9-11-26 / 9-10-27)

This addendum supersedes all other terms and conditions of the Renewal, Master Services Agreement or other.

1. Notwithstanding anything to the contrary, if the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City, at the end of the fiscal year, June 30, each year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent fiscal year of the term absent the City's provision of written notice of non-renewal to Provider at least thirty (30) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain vested in supplier until fully paid for by the City.
2. The City will not indemnify 120Water or any other entity/person as contemplated anywhere within the Agreement, MSA, or otherwise, unless allowed by Georgia law.
3. The City is not liable for any consequential, incidental, special, exemplary, punitive, or enhanced damages, lost profits/revenues, or diminution in value related to this Agreement.
4. This Agreement is not confidential.
5. The City is not required to carry insurance or bonds under this Agreement.
6. This Agreement shall be construed in accordance with the laws of the State of Georgia.
7. The City will not submit to binding arbitration.
8. Mandatory venue is the Superior Court of Laurens County, Georgia.
9. The City does not waive its sovereign immunity.

EBR - 12-Month Renewal 2026 - City Of Dublin - GA

Customer - City Of Dublin - GA
100 S Church St., P.O. Box 690
Dublin, GA 31021

Accounts Payable
actpayable@dublinga.org

Tony Braziel
brazielt@dublinga.org
(478) 410-5417

Reference: 20260603-121541278
Quote created: June 3, 2026
Quote expires: September 10, 2026
Quote created by: Luke Wagner
Commercial Account Manager
luke.wagner@120water.com
+13178093023

Comments from Luke

The renewal of your subscription has a contract start date of 09/11/2026 and will run through 09/10/2027. Fees will be invoiced annually upon signature of this order form and will be due Net 30 from the invoice date.

Products & Services

Item & Description	Quantity	Unit Price	Term	Total
PWS Platform Full PWS application with Inventory, Program and Event Management, Workflows, Communications, and PTD. Includes 120Water Academy access and course credits.	1	$11,280.00 / year	12	$11,280.00 / year for 1 year

Item & Description	Quantity	Unit Price	Term	Total
LCRI Enhanced Managed Services Package White glove coaching and guidance across the LCRI compliance journey. The Enhanced tier includes a dedicated Customer Success support and monthly readiness planning with an Account Manager. NOTE: Inventory Material Classifications are the responsibility of the water system, but we will work together to identify best practices for identifying those materials.	1	$9,000.00 / year	12	$9,000.00 / year for 1 year

Annual subtotal	$20,280.00
Total	**$20,280.00**
Total contract value	**$20,280.00**

Purchase terms

The renewal of your subscription has a contract start date of 09/11/2026 and will run through 09/10/2027. Fees will be invoiced annually upon signature of this order form and will be due Net 30 from the invoice date. Letters reflected on this quote/Order Form are subject to overage fees. If the number of sheets purchased is exceeded after content is created, a change order will be issued for the overages detailing the difference in price based on the rate card below.

Rate Card	
First Class Delivery	
Letter Type	**Unit Price**
First Class Letter - 2 sheets - Color	$1.76
First Class Letter - 2 sheets - Black and White	$1.70
First Class Letter - 3-6 sheets - Color	$3.17
First Class Letter - 3-6 sheets - Black and White	$2.12
First Class Letter - 7-10 Sheets - Color	$9.53
Standard Delivery	
Letter Type	**Unit Price**
Standard Letter - 2 sheets - Color	$1.43
Standard Letter - 2 sheets - Black and White	$1.34
Standard Letter - 3-6 sheets - Color	$2.84
Standard Letter - 3-6 sheets - Black and White	$1.77
Certified Delivery	
Letter Type	**Unit Price**
Certified Letter - 3 sheets - Color	$13.07
Certified Letter - 4-6 sheets - Color	$14.16
Certified Letter - 7-8 sheets - Color	$18.87

This Order Form, together with the Master Services Agreement, available at https://120water.com/master-services-agreement/ (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized words not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

For Order Form including Products

Unused Products purchased in this Order Form, **including Unused Products purchased prior to the execution of this Order Form,** shall not roll forward to the next Subscription Term unless Customer pays an Inventory Holding Fee of twenty percent (20%) of the purchase price of the Unused Products. This fee shall appear as a separate line item on the Order Form for the next Subscription Term. If Customer does not wish to roll forward Unused Products, such Products will be deemed returned to 120Water and no refund will be provided.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me

Luke Wagner
Commercial Account Manager
luke.wagner@120water.com
+13178093023

120Water
250 S Elm St
Zionsville, IN 46077
US