

PLEASE NOTE: THIS IS NOT OFFICIAL.
This is only to give you some ideas of what DMV is looking for.

MAINTENANCE AND OPERATION SERVICES AGREEMENT

ARTICLE 1 - TERMS

- 1.1 The Initial Term of the Agreement shall begin July 1, 2003 (the "Commencement Date") and end June 30, 2004. Unless either party gives written notice otherwise, this Agreement shall be renewed each fiscal year with the payment to be agreed upon prior to the beginning of the state fiscal year.

ARTICLE 2 - PAYMENT FOR SERVICES

- 2.1 The estimated budget for the fiscal year 2003-2004 for the services set forth in Article 3 shall be _____ Dollars.
- 2.2 Beginning July 1, 2003, DOC shall invoice the Department of Public Safety quarterly an amount equal to one fourth of the budget for that fiscal year for the service set forth in Article 3. Payment shall be made by Department of Public Safety, as invoices are received but no later than the tenth day of the quarter.
- 2.3 At the end of the fiscal year but no later than September 15, DOC shall provide the Department of Public Safety with an accounting of all expenses for the previous year. DOC will provide reasonable access to their records so that the Department of Public Safety's Office of Audit Services may verify the accounting. If there is an overage of expenses DOC will invoice the Department of Public Safety on the next invoice. If expenses are less than the budgeted amount, DOC will credit the Department of Public Safety on the next invoice or transfer the surplus funds to the Department of Public Safety's established Depreciation Reserve Fund. (This will be the Department of Public Safety's decision). The budget for the services set forth in Article 3 for the current fiscal year will also be adjusted in an appropriate amount with the adjusted amount to be in subsequent quarterly invoices beginning October 1.

**ARTICLE 3 - SERVICES TO BE PROVIDED
TO FACILITIES LISTED IN EXHIBIT A ONLY**

- 3.1 **Utilities** - water, sewer and electrical services are monitored and invoices are paid. The energy consumption for each facility is sent to the State Energy Office at the end of each fiscal year. The energy office uses this information to publish a report called the "Energy Use in South Carolina's Public Facilities".
- 3.2 **General Building Systems Maintenance** - Maintenance and repair of all building envelope and finish systems (including all required supplies, equipment and labor).
- 3.3 **Electrical Systems Maintenance** - Maintenance and repair of complete building electrical system (including all required supplies, equipment and labor).
- 3.4 **Heating, Air Conditioning and Plumbing Systems Maintenance** - Maintenance and repair of all building heating, air conditioning and plumbing (including all required supplies, equipment and labor).
- 3.5 **Custodial Services** - Complete custodial service (including all required supplies, equipment and labor). Labor can be [Department of Public Safety](#), or DOC employees, or contract employees, See Article 6 - Employees.
- 3.6 **Horticulture and Grounds Maintenance** - Complete horticulture and grounds services (including all required supplies, equipment and labor). Labor can be Department of Public Safety, or DOC employees, or contract employees.

ARTICLE 4 - SERVICES NOT PROVIDED

- 4.1 **Facilities** - No services will be provided to any facility not listed in Exhibit A attached to this Agreement or as modified in writing from time to time and signed by both parties.
- 4.2 **Additions, Improvements and Alterations** - All renovations, changes and alterations which are not maintenance but required by the [Department of Public Safety](#) shall be performed by DOC at cost on a direct billing basis to the [Department of Public Safety](#).
- 4.3 **No Building Contents or Other Insurance** - No insurance on the building, contents or grounds will be provided.

4.4 **Major Repairs** - All major repairs and replacements (roof, HVAC, etc.) are not routine maintenance. They shall be performed by DOC at a cost on a direct billing basis to the [Department of Public Safety](#).

ARTICLE 5 - TENANT'S COVENANTS

- 5.1 The [Department of Public Safety](#) covenants and agrees that it shall:
- a. Pay maintenance and operation service costs and all other amounts due pursuant to this Agreement when due without notice or demand.
 - b. Give DOC reasonable notice of any accident, damage, destruction or occurrence that may affect the maintenance or operation of the building.
 - c. Allow DOC reasonable access to the premises at all times.
- 5.2 The Office of DOC covenants and agrees that it shall:
- a. Perform all services in Article 3 in a workman like manner and on a timely basis.
 - b. Respond to calls for repair of systems listed in Article 3 within 6 hours.
 - c. DOC will only use inmate labor in the Department of Public Safety's buildings after regular business hours. Grounds maintenance may be done during normal business hours, however, due to parking lot congestion it is recommended that ground maintenance be accomplished either before hours, after hours, or on weekends.

ARTICLE 6 - EMPLOYEES

- 6.1 All custodial and grounds maintenance employees currently employed by the [Department of Public Safety](#) shall remain employees of the [Department of Public Safety](#) even though their custodial and grounds maintenance activities will be directed by and performed under the supervision of DOC. DOC does not hire or terminate Department of Public Safety employees.
- 6.2 When the [Department of Public Safety's custodians](#) are replaced with DOC contract employees, the [Department of Public Safety](#) will transfer funds to DOC to pay the additional cost. (Transferred funds will be prorated on an annual basis.)

ARTICLE 7 - NOTICES

7.1 All matters pertaining to this Agreement shall be addressed to the Department of Public Safety and to the DOC.

Department of Public Safety

Department of Corrections

ARTICLE 8 - AMENDMENTS

8.1 This Agreement may not be amended, or modified, nor may any obligation hereunder be waived unless such amendment, or modification, or waiver is in writing and signed by the party against whom enforcement thereof is sought.

8.2 This agreement may be terminated by either party by written notice 90 days before the anticipated termination to the other party. Such termination shall be without prejudice or damages to either party.

ARTICLE 9 - MISCELLANEOUS

9.1 If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

9.2 This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

9.3 This Agreement may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

9.4 The Article headings of the Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

9.5 This Agreement shall be governed by and construed in accordance with the laws and regulations of the State of South Carolina.

9.6 This agreement may be terminated without penalty if the General Assembly does not provide sufficient funds to continue.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate originals as of the day and year first above written.

WITNESS:

SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

By: _____

Its: Director
Office

(Name and Title of Signatory)

WITNESS:

SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY

By: _____

Its: _____
(Name and Title of Signatory)