



Webster Detention Center

AGREEMENT FOR SECURITY CAMERAS MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES FOR SECURITY CAMERAS ("Agreement") is effective as of the 6th day of March 2023, by and between Augusta, GA, a consolidated government and political subdivision of the State of Georgia ("Client"), and Computer Networking Solutions, LLC, a Georgia limited liability company, d/b/a LightSpeed Datalinks ("Contractor"); and collectively referred to herein as "Parties".

1. **ACCEPTANCE.** In consideration of the foregoing provisions contained herein and the mutual benefits derived therefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties enter into this agreement for security cameras maintenance services as outlined below and within the attached "Exhibit A."

2. **COMPENSATION AND PAYMENT.** Client shall pay Contractor the amount set forth on the attached Exhibit B (the "Compensation") for services performed hereunder. Contractor acknowledges and agrees that Client may withhold payment hereunder if Client, in good faith, determines that the Services performed hereunder fail to conform to the specifications contained on Exhibit A, Client's request for such Services, or Contractor otherwise fails to comply with the terms of this Agreement. All invoices will be paid within thirty (30) days of receipt by Client of the invoice and supporting documentation. No payment in advance or in anticipation of services to be provided under this agreement shall be made by Client.

To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

The terms of this agreement supersede any and all provisions of Georgia's Prompt Pay Act

3. **TERM.** This Agreement shall commence as of the date executed by the parties and shall (i) terminate absolutely and without further obligation on the part of Client each and every December 31 at 11:59 p.m., as required by O.C.G.A. §36-60-13, as amended, unless sooner terminated in accordance with the termination provisions of the agreement; (ii) automatically renew on each January 1 at 12:00 a.m., unless terminated in accordance with the termination provisions of this agreement; and (iii) terminate absolutely, with no further renewals, five (5) years from the Commencement Date

4. **RELATIONSHIP.** Nothing contained in this Agreement shall be construed to make Contractor an employee or agent of Client, nor shall either party have any authority to bind the other in any respect. It is expressly understood that Contractor shall remain an independent contractor responsible for its own actions and or those of its own employees. No agent, employee or servant of Contractor shall be deemed to be an employee, agent, or servant of Client. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third

person to create the relationship of principal or agent, partnership, or joint venture. Client is interested in the results obtained under this Agreement, and not the manner and means of conducting the work of Contractor, subject, however, to Clients' professional and quality control standards.

5. COVENANTS OF INDEPENDENT CONTRACTOR. Contractor covenants and agrees during the term of this Agreement: (a) not to assume or create any obligations on Clients' behalf, or make any representations about Client, other than those authorized in writing by Client; (b) not to conduct its business in any manner that adversely affects Client's reputation or goodwill; (c) to perform the Services in a skillful, competent and workmanlike manner, in accordance with the specifications contained herein; (d) to comply with all requirements issued by Client; (e) to provide the Services without interfering with any customer of Clients business operations; (f) to use all information connected with this Agreement only in support of Contractor's work under this Agreement; and (g) to ensure that any of Contractor's employees or subcontractors utilized in performing the Services agree to the terms set forth herein. Client shall, at all times, have access to the work being done to perform the Services for purposes of inspection thereof wherever it is in preparation or progress.

6. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable Federal, State, and local laws and regulations, including, without limitation, Equal Employment Opportunity laws, Executive Order 11246 and its implementing regulations, and the Occupational Safety and Health Act of 1970 and shall promptly notify Client in writing of any charge of noncompliance filed against Contractor.

7. INDEMNIFICATION. Contractor shall indemnify and hold harmless Client for all damages, liabilities, losses and expenses arising out of any claim that any product, equipment or Material ("Deliverable") infringes the intellectual property rights of a third party. If such a claim is made, or appears likely to be made, Contractor shall use its best efforts to permit Client and Clients customers to continue to exercise all rights granted in the Deliverable or modify or replace it. If Client determines that none of the foregoing alternatives is reasonably viable, in addition to the indemnification set forth above, the Deliverable shall be returned to Contractor and Contractor shall promptly refund any amounts paid for such Deliverable. Contractor shall further indemnify Client against all liability or loss, and against all claims or actions arising from damage or injury to persons, including workers' compensation claims, or property caused by or sustained in connection with Contractor's performance of Services or breach of this Agreement.

8. WARRANTY. Contractor represents and warrants that it is experienced in the work to be undertaken hereunder on behalf of Client and possesses the skills to complete the work. Contractor warrants and guarantees that all Services performed, rendered or furnished under this Agreement shall comply in all respects with any specifications furnished; shall be performed in a good and workmanlike manner in accordance with the best standard practices in the field and with applicable laws and regulations; that each Deliverable does not violate any other party's intellectual property or other rights; and that Contractor has the right to license each product or Material and to grant to

Client the rights granted hereunder. If the Services or Deliverables do not comply with the foregoing warranty, Contractor shall correct such deficiency without charge and in a timely manner. Contractor acknowledges and agrees that Client may pass the foregoing warranty related to its Services or Deliverables on to its customers.

9. RESTRICTIVE COVENANTS.

- (a) **Nondisclosure of Information.** Prior to and in connection with this Agreement, Contractor will be regularly exposed to and work with **confidential** and **proprietary** information of Client. “Confidential Information” shall mean information or material that Client believes not to be generally known in its industry and that Client takes efforts to maintain in secrecy in its business. Confidential Information also includes information that Client obtains from any third party that the third party and Client treat as proprietary and designate as Confidential Information. Confidential Information does not include: (i) information that is known by Contractor at the time of receipt from Client that is not subject to any other nondisclosure agreement between the parties; (ii) information that is now, or that hereafter becomes, generally known to the industry through no fault of Contractor, or that is later published or generally disclosed to the public by Client; or (iii) information that is independently developed by Contractor, or lawfully acquired by it from a third party without any obligation of confidentiality. Contractor shall hold in confidence and shall not reproduce, publish, disclose, use (except in the case of performing services hereunder), reveal, show, or otherwise communicate to any person or entity any confidential and proprietary information of the other unless specifically assigned or directed by Client to do so. If Contractor is requested (in discovery) to disclose any portion of any Confidential Information of Client or any other materials proprietary to Client in conjunction with a judicial proceeding or arbitration, Contractor shall immediately notify Client both orally and in writing. Contractor agrees to fully cooperate, and provide assistance, in obtaining an appropriate protective order and in taking any other appropriate steps to preserve confidentiality of Confidential Information. This covenant has no temporal, geographical or territorial restriction or limitation, and it applies wherever Client and Contractor be located.
- (b) **Non-Solicitation of Employees.** During the term of this Agreement, and for twelve (12) months after such relationship is terminated for any reason, except as otherwise set forth herein, neither Client nor Contractor, acting either directly or indirectly, through any other person, firm, or corporation, will not (i) induce or attempt to induce or influence any employee of either organization to terminate employment; or (ii) employ, or otherwise engage an employee or independent contractor. This covenant has no temporal, geographical or territorial restriction or limitation, and it applies wherever either Client or Contractor may be located.

Specified Excuses for Delay or Non-Performance: Neither Party will be liable for delays in performing its obligations under this agreement to the extent that the delay is caused by Force Majeure; provided, however, that within thirty (30) business days of the Force Majeure event, the Party whose performance is delayed provides the other Party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Force Majeure events shall include, but shall not be limited to; fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, labor unrest, acts of God, declared epidemics/pandemics (excluding COVID-19), omissions or acts of public authorities, changes in law, regulation or policy of the Government.

10. TERMINATION. Client or Contractor may terminate this Agreement, with or without cause, upon thirty (30) days' written notice. Upon sending or receipt of such notice, Contractor agrees to stop work immediately. Contractor agrees to make available to Client all Deliverables, including work-in-progress (such as notes, drafts, and sketches). Client will pay Contractor for all validated services and Deliverables.

This agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Client under this agreement.

11. NOTICES. Any notice provided for herein shall be in writing and sent postage prepaid by registered or certified mail, return receipt requested, or by personal delivery, sent to the address set forth below. Notice may also be provided by e-mail or facsimile with evidence of successful transmission if the e-mail address and/or facsimile number has been provided to the other party in writing. Either party may change its address by notice to the other.

12. GOVERNING LAW. This agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. All claims, disputes, and other matters in question between Client and Contractor arising out of, or relating to, the agreement, or its breach thereof, shall be decided in the State or Superior Court of Richmond County, Georgia. By executing this agreement, Contractor consents to jurisdiction and venue in Richmond County, Georgia, and waives any right to contest jurisdiction and venue.

13. MISCELLANEOUS.

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of Client's Board of Commissioners and Mayor. Under Georgia Law, Contractor is deemed to possess knowledge concerning Client's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Client under an unauthorized



contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Client Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Client in excess of any contractually authorized goods or services, as required by Client's Charter and Code, Client may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Client and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Client, however characterized, including, without limitation, all remedies at law or equity.

All items incorporated in this agreement by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated herein.

Contractor shall not assign or subcontract this Agreement or the Services, in whole or in part, or any right hereunder without the prior written consent of Client, and no such assignment or subcontract shall be valid or binding upon Client without such consent. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the representatives, successors and assigns of the parties hereto. This Agreement contains the entire understanding of the parties and supersedes all previous agreements (except any previous non-disclosure agreement that does not contradict Paragraph 10). The failure of any party to insist upon strict performance of any of the terms, conditions and provisions of this Agreement shall not be deemed a waiver of future compliance therewith by the party by which the same is required to be performed hereunder and shall in no way prejudice the remaining provisions of this Agreement. If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this agreement which can be given effect without the invalid provision, and to this end, the provisions of this agreement are declared severable.

Waiver or any breach of any provision of this agreement shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Contracting Officer, or his/her delegate, and attached to the original agreement.

The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof. This Agreement may be executed in one or more counterparts, and a facsimile or electronically transmitted signature shall constitute an original.

[Remainder of page intentionally blank. Signature page follows.]



IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

AUGUSTA, GEORGIA

COMPUTER NETWORKING SOLUTIONS, LLC

SIGN: _____
Name: Garnett L. Johnson
Title: Mayor
Date:

SIGN: *Selvin Hollingsworth*
NAME: Selvin Hollingsworth
Title: President
Date: March 6, 2023

ATTEST:

[Seal]

Lena Bonner, Clerk of Commission

EXHIBIT A

(SERVICES)

Maintenance Services

Replacement Cost, Labor Cost, Travel Expense and Phone support Covered for problems related to the covered equipment. Two Annual on-site reviews with staff included.

- Provide Hardware and Software coverage for Security Camera Network Infrastructure
 - o Covers Switches, Router, Fiber Optic Transceivers and NVR
- Provide Hardware and Software coverage for 21 IP cameras located in POD A
 - o Covers Camera, Wiring and Mounts
- Provide Hardware and Software coverage for 1 Live Viewing station in POD A
 - o Covers PC, Monitor and UPS (Monitor Mount not covered)
- Provide Hardware and Software coverage for 21 IP cameras located in POD B
 - o Covers Camera, Wiring and Mounts
- Provide Hardware and Software coverage for 1 Live Viewing station in POD B
 - o Covers PC, Monitor and UPS (Monitor Mount not covered)
- Provide Hardware and Software coverage for 21 IP cameras located in POD C
 - o Covers Camera, Wiring and Mounts
- Provide Hardware and Software coverage for 1 Live Viewing station in POD C
 - o Covers PC, Monitor and UPS (Monitor Mount not covered)
- Provide Hardware and Software coverage for 22 IP cameras located in POD E
 - o Covers Camera, Wiring and Mounts
- Provide Hardware and Software coverage for 1 Live Viewing station in POD E
 - o Covers PC, Monitor and UPS (Monitor Mount not covered)



- Provide Hardware and Software coverage for 27 IP Perimeter camera's
 - o Covers Camera, Wiring, Enclosure and Mount
- Provide Hardware and Software coverage for 1 Live Viewing station in Duty Sergeant Office
 - o Covers PC, Monitor and UPS
- Provide Hardware and Software coverage for 1 Live Viewing station in Jail Security Office
 - o Covers PC, Monitor and UPS (Monitor Mount not covered)
- Provide Hardware and Software coverage for 1 Live Viewing station in Central Control
 - o Covers PC, 4 Monitors and UPS (Monitor Mount not covered)



EXHIBIT B

(THE COMPENSATION)

1. Contractor's fee shall be at a rate of \$ 0.00 per hour for regular and consulting hours, as well as any scheduled changes, including scheduled changes outside of normal business hours.
2. Contractor's fee shall be at a rate of \$ 0.00 per hour for emergency work, as well as unscheduled work outside of normal business hours.
3. Hosting and Maintenance Services shall be provided to Client during the term of this Agreement \$ 36,288.00 per year.
4. Compensation for services outside of the scope of the Services may be agreed upon by Client and Contractor in writing and such services shall be otherwise subject to the terms and conditions of this Agreement.
5. Client shall not reimburse Contractor for any expenses unless pre-approved in writing by Client and properly supported by documentation of such expenses.
6. While this Agreement does not prevent Contractor from accepting work with other firms, if conflicts do arise, both parties agree to work together to resolve them.
7. Notwithstanding anything in this Agreement to the contrary, Contractor shall be due no compensation for Services necessitated due to Contractor's actions or outside of the control of Client (e.g., a power outage at Contractor's data center).