

EXHIBIT "A"



**Service Level Agreement (SLA)
For
Augusta, Georgia
By
Augusta Communications, Inc**

Effective Date: 1-1-2026

Document Owner:

Augusta Communications, Inc

Version

Version	Date	Description	Author
1.0	8-2-2018	Service Level Agreement	Spiro Papadopoulos
2.0	10-27-2025	Service Level Agreement	Spiro Papadopoulos
3.0	11-4-2025	Service Level Agreement	Gary Hewett

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role		Signed	Approval Date
Augusta Communications, Inc	Service Provider			
Augusta, Georgia	Customer			



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1. Agreement Overview

- a. This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Augusta Communications, Inc.(hereinafter referred to as the “Service Provider” and Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the “Customer”), for the provision of services required to support and sustain P25 radios users.
- b. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.
- c. This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.
- d. This SLA covers the period from January 1, 2026 to December 31, 2032 and will be reviewed and revised at the end of this period. Every effort will be made to give at least one hundred eighty (180) days’ notice, delivered to the individual designated to receive such notice, in writing, prior to the termination of this Agreement.

2. Goals & Objectives

- a. The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Customer(s) by the Service Provider(s).
- b. The **goal** of this Agreement is to obtain mutual agreement for the provision of service between the Service Provider(s) and Customer(s).
- c. The **objectives** of this Agreement are to:
 - Provide customer support to all Augusta Richmond County radio users on the P25 radio system
 - Perform billing for all Augusta Richmond County radio users at a negotiated rate of 20% of all fees collected on behalf of Augusta Richmond County
 - Provide an annual payment to Augusta Richmond County of fees owed minus 20%
 - Generate quarterly reports
 - Communicate specific needs and requirements
 - Appropriate notification to all radio users for scheduled maintenance
 - Schedule and conduct meetings

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Service Provider(s): Augusta Communications, Inc

Customer(s): Augusta, Georgia

4. Periodic Review

a. This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

b. The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Augusta Communications, Inc.

Review Period: Bi-Yearly (6 months)

Previous Review Date: 06-01-2025

Next Review Date: 12-01-2025

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement;

- Manned telephone support 24 hours
- Monitored email support
- Billing and payment collections
- Planned or Emergency Onsite assistance
- Monthly system reviews

5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Reasonable availability of customer representative(s) when resolving a service related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 8:00 A.M. to 5:00 P.M. Monday – Friday
 - Calls received out of office hours will be forwarded to the answering service and best efforts will be made to answer / action the call
- Email support: Monitored 8:00 A.M. to 5:00 P.M. Monday – Friday
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
- Onsite assistance guaranteed within 24 hours during the business week

6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 24 hours for issues classified as **Medium** priority.
- Within 3 working days for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

Service Provider is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

7. Miscellaneous Provisions

Failure of the Service Provider, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Customer may terminate this contract in part or in whole upon written notice to the Service Provider pursuant to this term.

Hold Harmless. Except as otherwise provided in this agreement, Service Provider shall indemnify and hold harmless Customer, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work.

Prohibition against contingent fees. Service Provider warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Service Provider for the purpose of securing business and that the Service Provider has not received any non-Customer fee related to this Agreement without the prior written consent of the Customer. For breach or violation of this warranty, the Customer shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

The law of the State of Georgia shall govern the Agreement between Customer and Service Provider with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Customer and Service Provider arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Service Provider, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

Service Provider 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 the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Service Provider provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or

services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

In accordance with Chapter 10B of the Augusta, GA. Code, Service Provider agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Service Provider shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Service Provider agrees to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Service Provider shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Service Provider and/or collecting liquidated damages.

IN WITNESS WHEREOF, the Parties hereto deem this Amendment to be executed on the date that this Agreement was entered into as provided herein above.

AUGUSTA:

By: _____
Garnett L. Johnson
Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA COMMUNICATION, INC

By: _____
Spiro Papadopoulos
Consultant

Date: _____

Federal I.D. No./Tax Identification: _____

