



## **PUBLIC SAFETY COMMITTEE MEETING AGENDA**

Commission Chamber

Tuesday, October 10, 2023

1:10 PM

### **PUBLIC SAFETY**

- 1.** Motion to approve award of the professional management of (RCCI's) Inmates' Food Service to Aramark Correctional Services, LLC pending the execution of the contract by the Mayor. RFP 23-220
- 2.** Motion to accept 2023 SAMHSA Grant Award.
- 3.** Motion to approve the upgrade of existing cable modem connections to fiber connectivity for remote department access.
- 4.** Motion to approve contracts for continued utilization of existing fiber.
- 5.** Motion to approve the acceptance of a \$40,000 grant from the Criminal Justice Coordinating Council for the Richmond County Juvenile Court.
- 6.** Motion to award Bid Item #23-203 Prefab Modular Dog Kennels to Horizon Structures in the amount of \$164,588.21.
- 7.** Motion to award RFP 23-195 Baseline Annual Physicals & Pre-Employment Medical Exams for Augusta Fire Department to University Health Services, Inc. and authorize the Mayor to sign all appropriate documentation. The recommendation of award is for a three (3) year contract with an option to extend for two (2) additional one (1) year terms.
- 8.** Discussion concerning facility conditions and treatment of inmates at the Charles B. Webster Detention Center. **(Requested by Commissioner Catherine McKnight) (Referred from October 3 Commission Meeting)**
- 9.** Motion to approve the minutes of the Public Safety Committee held on September 12, 2023.
- 10.** Motion to **approve** assigning the honorary name designation of Rev Dr Kenneth B. Martin Way to the 1400 Block of Florence Street..**(Requested by Commissioner Francine Scott)**



## Public Safety Committee

Meeting Date: October 10, 2023

Inmates' Food Service Contract- RFP #23-220

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<b>Department:</b>	Richmond County Correctional Institution
<b>Presenter:</b>	Evan Joseph
<b>Caption:</b>	Motion to approve award of the professional management of (RCCI's) Inmates' Food Service to Aramark Correctional Services, LLC pending the execution of the contract by the Mayor. RFP 23-220
<b>Background:</b>	Current contract with Aramark Correctional Services, LLC expires October 31, 2023. A Request for Proposal (RFP #23-220) was completed in July 2023. Three (3) vendors: (Aramark Correctional Services, LLC, Trinity Services Group and Summit Food Services, LLC) responded.
<b>Analysis:</b>	A committee was formed to select a vendor. Selection was based on: Management Structure, Responsiveness to tasks, Prior Experience, Personnel and also Cost/Price Analysis. Aramark Correctional Services, LLC received the highest score and was the selected vendor to enter into contract negotiations with. .
<b>Financial Impact:</b>	Aramark Correctional Services, LLC will manage the entire Food Services operation of the institution to include inventory, sanitation, food prep etc. at a rate of \$2.011 per meal per inmate.
<b>Alternatives:</b>	None
<b>Recommendation:</b>	Request approval for a three (3) year contract with the option to extend for two (2) additional years.
<b>Funds are available in the following accounts:</b>	<b>101033211-5317110 &amp; 101033212-5317110</b>
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## Request for Proposals

Request for Proposals will be received at this office until **Wednesday, June 28, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **895 6313 6840**; Passcode: **403268** for furnishing:

### RFP Item #23-220 Inmate Food Service for Augusta, GA – RCCI

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**Pre-Proposal Conference will be held on Tuesday, June 13, 2023 @ 10:00 a.m. Via Zoom Meeting ID: 847 0182 7818; Passcode: 552531. Optional Site Visit will be Wednesday, June 14, 2023, please contact Evan Joseph at (706) 771-2921 24 hours in advance to schedule an appointment.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Thursday, June 15, 2023, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.**

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

***Request for proposals (RFP) and specifications.*** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
Attn: Geri A. Sams, Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle May 11, 18, 25, 2023 and June 1, 2023  
Metro Courier May 11, 2023

Revised: 3/22/21



**RFP Item # 23-220 Inmate Food Services  
for Augusta, GA – RCCI  
RFP Due: Wednesday, June 28, 2023 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 18  
Total Number Specifications Download (Demandstar): 8  
Total Electronic Notifications (Demandstar): 96  
Georgia Procurement Registry: 624  
Total packages submitted: 3  
Total Noncompliant: 0**

<b>VENDORS</b>	<b>Attachment "B"</b>	<b>Addendum 1</b>	<b>E-Verify #</b>	<b>Save Form</b>	<b>Original</b>	<b>7 Copies</b>	<b>Fee Proposal</b>
Trinity Services Group 477 Commerce Blvd. Oldsmar, FL 34677	Yes	Yes	1597217	Yes	Yes	Yes	Yes
Summit Food Services, LLC 500 East 52nd Street North Sioux Falls, SD 57104	Yes	Yes	667047	Yes	Yes	Yes	Yes
Aramark Correctional Services, LLC 2400 Market Street Philadelphia, PA 19103	Yes	Yes	667047	Yes	Yes	Yes	Yes





RFP Item # 23-220 Inmate Food Services  
for Augusta, GA – RCCI  
Evaluation Date: Thursday, July 13, 2023 @ 10:00 a.m. via ZOOM

Item 1.

Vendors			Aramark Correctional Services, LLC 2400 Market Street Philadelphia, PA 19103	Trinity Services Group 477 Commerce Blvd. Oldsmar, FL 34677	Summit Food Services, LLC 500 East 52nd Street North Sioux Falls, SD 57104		Aramark Correctional Services, LLC 2400 Market Street Philadelphia, PA 19103	Trinity Services Group 477 Commerce Blvd. Oldsmar, FL 34677	Summit Food Services, LLC 500 East 52nd Street North Sioux Falls, SD 57104	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)				Weighted Scores			
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)							
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS		PASS	PASS	PASS	
2. Qualifications & Experience	(0-5)	20	4.5	4.0	3.5		90.0	80.0	70.0	
3. Organization & Approach	(0-5)	10	4.5	4.0	3.5		45.0	40.0	35.0	
Scope of Services (40 points) A. Management Structure B. Responsive to Task C. Prior experience with inmate food services. D.Menu planning experience (Master and Emergency), purchasing of food, inventory control, sanitation- (to include food service equipment, food prep areas and floors in the storage and food service prep areas). Vendor is required to submit a sample meal plan. E. Availability. A brief statement of the availability of key personnel of the firm to undertake the proposed services. Include list of all possible positions. F. Acknowledge that contract terms are time sensitive.	(0-5)	15	5.0	4.0	4.5		75.0	60.0	67.5	
5. Financial Stability	(0-5)	10	5.0	4.0	3.5		50.0	40.0	35.0	
6. References	(0-5)	5	4.5	4.5	3.5		22.5	22.5	17.5	
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)										
Within Richmond County	5	10					0.0	0.0	0.0	
Within CSRA	5	6					0.0	0.0	0.0	
Within Georgia	5	4					0.0	0.0	0.0	
Within SE United States (includes AL, TN, NC, SC, FL)	5	2		5.0			0.0	10.0	0.0	
• All Others	5	1	5.0		5.0		5.0	0.0	5.0	
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 350)			28.5	25.5	23.5		287.5	252.5	230.0	
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										
8. Presentation by Team	(0-5)	10					0.0	0.0	0.0	
9. Q&A Response to Panel Questions	(0-5)	5					0.0	0.0	0.0	
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)							Cost/Fee Proposal Consideration			
Lowest Fees	5	10		5.0			0.0	50.0	0.0	
Second	5	6	5.0				30.0	0.0	0.0	
Third	5	4			5.0		0.0	0.0	20.0	
Forth	5	2					0.0	0.0	0.0	
Fifth	5	1					0.0	0.0	0.0	
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0		30.0	50.0	20.0	
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										
Total Cumulative Score (Maximum point is 525)			33.5	30.5	28.5		317.5	302.5	250.0	

Internal Use Only

Evaluator: Cumulative Date: 7/13/23

Procurement Department Representative: \_\_\_\_\_ Nancy Williams \_\_\_\_\_

Procurement Department Completion Date: 7/13/23

Richmond County Correctional Institution  
2314 Tobacco Road - Augusta, GA 30906  
(706) 798-5572 - FAX (706) 798-8110  
www.augustaga.gov

Please accept this notice as my official request to enter into contractual negotiations with Aramark Correctional Services, LLC. The Evaluation Committee met on 7/13/23 and deemed Aramark as the recommended vendor.

To: Geri Sams, Procurement Director  
From: Evan Joseph, Warden  
Re: RFP #23-220 (Inmate Food Services)

July 14, 2023

Evan Joseph  
Warden

CORRECTIONAL INSTITUTION



**FOOD SERVICES & HOSPITALITY  
18228 US HIGHWAY 41 NORTH  
LUTZ, FL 33549**

**CONSOLIDATED MANAGEMENT  
COMPANY  
2670 106TH STREET, SUITE 140  
DES MOINES, IOWA 50322**

**EAGLE FOOD SERVICES  
ATTN: CRYSTAL TINNEY  
350 ELDRIDGE AVE  
ORANGE PARK, FL 32073**

**ABL MANAGEMENT, INC.  
P.O. BOX 40486  
BATON ROUGE, LA 70835-0486**

**ARAMARK  
3302 COMMERCE DRIVE  
AUGUSTA, GA 30909**

**ROYAL FOOD SERVICE  
3720 ZIP INDUSTRIAL BOULEVARD  
ATLANTA, GA 30354**

**GOOD SOURCE SOLUTIONS INC.  
GOOD SOURCE INC.  
1750 WEST HWY 52  
EMMETT, IDAHO 83617**

**ARAMARK CORRECTIONAL  
SERVICES  
ATTN: KATHY MOLINETS  
2300 WARRENVILLE RD  
DOWNERS GROVE, IL 60515**

**TRINITY SERVICE GROUP, INC  
ATTN: CHRIISTINA MURO  
477 COMMERCE BLVD.  
OLDSMAR, FL 34677**

**FOOD SERVICES & HOSPITALITY  
18228 US HIGHWAY 41 NORTH  
LUTZ, FL 33549**

**CBM FOOD SERVICES/SUMMIT  
500 E 52<sup>ND</sup> STREET  
SIOUX FALLS, SD 57104**

**TRINITY/KEEFE  
ATTN: BEN JOHNSON  
1371 TRADEPOINT DR  
JACKSONVILLE, GL 32218**

**CBM FOOD SERVICES/SUMMIT  
ATTN: TARNEZ GREENE  
500 E. 52<sup>ND</sup> STREET  
SIOUX FALLS, SD 57104**

**ARAMARK CORRECTIONAL  
SERVICES, LLC  
2400 MARKET STREET  
PHILADELPHIA, PA 19103**

**KIMBLES FOOD  
ADDRESS: 100 WEBSTER ST.  
LAGRANGE, GA 30241**

**EVAN JOSEPH  
WARDEN RCCI**

**PHYLLIS MILLS JOHNSON  
COMPLIANCE**

**RFP ITEM #23-220  
INMATE FOOD SERVICES FOR  
RICHMOND COUNTY CORRECTIONAL  
INSTITUTION AUGUSTA, GA-RCCI  
RFP DUE: THUR, 5/2/19@11:00 AM**

**RFP ITEM #23-220  
INMATE FOOD SERVICES FOR  
RICHMOND COUNTY CORRECTIONAL  
INSTITUTION AUGUSTA, GA-RCCI  
RFP MAILED: 5/11/23**

LLC 2023-05-18			
Yellow Brick Road, LLC 2023-05-18	ybrusa1@gmail.com Wilson, Lakeisha	N	NOM
Zivian Consulting Group 2023-05-18	zivian_natural@yahoo.com Johnson, Zivian	N	NOM
Zodiak Technology & Associates, LLC 2023-05-18	zodiakta@gmail.com Muhammad, Maurice	N	NOM
chefs lit ltd co 2023-05-18	hikicatering@outlook.com thomas, kiera	N	NOM
iEatMorePlants, LLC 2023-05-18	ieatmoreplants@gmail.com Richards, Ethel	N	NOM
jrf consulting services llc 2023-05-18	prodby401j@gmail.com Fears, Joshua	N	NOM
m9 enterprises llc 2023-05-18	m9.enterprisesllc@gmail.com McClure, Kelli	N	NOM
matrix Management Services LLc 2023-05-18	tamera@matrixMGMTservices.com Wynn, Tamera	N	NOM

ETHNIC GROUP	COUNT
African American	50
Asian American	11
Native American	2
Hispanic/Latino	1
Pacific Island/American	1
Non Minority	278
Not Classified	0
Total Number of Vendors	343
Total Number of Contacts	624

[PR\\_bid\\_email\\_list](#)

[Bid Details](#)

[Audit Trail](#)

[Watchers List](#)

[Planholders](#)

[Postbid Viewers](#)

[Broadcast History](#)

## Planholders

Add Supplier

Export To Excel

### Supplier (9)

Supplier 

Download Date

ARAMARK Correctional Services, LLC	06/02/2023
Celebrations	06/19/2023
Chayas Life Delivery LLC	06/24/2023
Direct business worldwide enterprise	06/16/2023
Dodge Data	05/19/2023
Immaculate Facilities Group LLC	05/18/2023
Kellwell Food Management	05/22/2023
Onvia, Inc. - Content Department	05/18/2023
The Can Man	05/30/2023

Add Supplier

### Supplier Details

Supplier Name	ARAMARK Correctional Services, LLC
Contact Name	Kathy Molinets
Address	2400 Market Street , Philadelphia, PA 19103
Email	molinets- kathy@aramark.com
Phone Number	630-271-2926

Remove

### Documents

Filename	Type	Action
23-220_RFP	Bid Document / Specifications	<a href="#">View</a> <a href="#">History</a>
23-220_ADD1	Addendum	<a href="#">View</a> <a href="#">History</a>



## **FYI: Process Regarding Request for Proposals**

### **Sec. 1-10-51. Request for proposals.**

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

### **Sec. 1-10-52. Sealed proposals.**

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or



provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
  - (4) The quality of performance on previous contracts;
  - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
  - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
  - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
  - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
  - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
  - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



## Public Safety Committee

Meeting Date: October 10, 2023

### Richmond County DUI Court 2023 SAMHSA Grant Award

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<b>Department:</b>	Richmond County State Court/DUI Court Program
<b>Presenter:</b>	Crystal Page
<b>Caption:</b>	Motion to accept 2023 SAMHSA Grant Award
<b>Background:</b>	State Court operates a DUI and Veterans Court and these funds are used to support these programs
<b>Analysis:</b>	None
<b>Financial Impact:</b>	No Match Required
<b>Alternatives:</b>	None
<b>Recommendation:</b>	Approve
<b>Funds are available in the following accounts:</b>	204022320
<b><u>REVIEWED AND APPROVED BY:</u></b>	Chief Judge, Kellie K. McIntyre



**Department of Health and Human Services**  
 Substance Abuse and Mental Health Services Administration  
 Center for Substance Abuse Treatment

**Notice of Award**  
 FAIN# H79TI085872  
 Federal Award Date  
 09/08/2023

### Recipient Information

- 1. Recipient Name**  
 AUGUSTA-RICHMOND COUNTY  
 GOVERNMENT  
 535 TELFAIR ST  
 STE 800  
 AUGUSTA, GA 30901
- 2. Congressional District of Recipient**  
 12
- 3. Payment System Identifier (ID)**  
 1582204274A4
- 4. Employer Identification Number (EIN)**  
 582204274
- 5. Data Universal Numbering System (DUNS)**  
 073438418
- 6. Recipient's Unique Entity Identifier**  
 ZH93N1J4TBE8
- 7. Project Director or Principal Investigator**  
 Crystal A Page  
  
 cpage@augustaga.gov  
 706-849-3484
- 8. Authorized Official**  
 Ms. Takiyah Douse  
 cpage@augustaga.gov  
 706-821-2400

### Federal Agency Information

- 9. Awarding Agency Contact Information**  
 Aina Halili  
 Grants Specialist  
 aina.halili@samhsa.hhs.gov  
 240-276-2820
- 10. Program Official Contact Information**  
 Oluwashina Deborah  
 Program Official  
 deborah.oluwashina@samhsa.hhs.gov  
 (240) 276-1015

### Federal Award Information

- 11. Award Number**  
 1H79TI085872-01
- 12. Unique Federal Award Identification Number (FAIN)**  
 H79TI085872
- 13. Statutory Authority**  
 Section 509 (42 USC 290bb-2) of the PHS Act, as amended
- 14. Federal Award Project Title**  
 Richmond County Accountability Court Substance Abuse Program
- 15. Assistance Listing Number**  
 93.243
- 16. Assistance Listing Program Title**  
 Substance Abuse and Mental Health Services\_Projects of Regional and National Significance
- 17. Award Action Type**  
 New Competing
- 18. Is the Award R&D?**  
 No

### Summary Federal Award Financial Information

<b>19. Budget Period Start Date 09/30/2023 – End Date 09/29/2024</b>	
<b>20. Total Amount of Federal Funds Obligated by this Action</b>	\$350,728
20a. Direct Cost Amount	\$350,728
20b. Indirect Cost Amount	\$0
<b>21. Authorized Carryover</b>	
<b>22. Offset</b>	
<b>23. Total Amount of Federal Funds Obligated this budget period</b>	\$350,728
<b>24. Total Approved Cost Sharing or Matching, where applicable</b>	\$0
<b>25. Total Federal and Non-Federal Approved this Budget Period</b>	\$350,728
<hr/>	
<b>26. Project Period Start Date 09/30/2023 – End Date 09/29/2028</b>	
<b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b>	\$350,728

- 28. Authorized Treatment of Program Income**  
 Additional Costs

- 29. Grants Management Officer - Signature**  
 LeSchell D Browne

### 30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.



SAMHSA Treatment Drug Courts  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 09/08/2023

Center for Substance Abuse Treatment

**Award Number:** 1H79TI085872-01

**FAIN:** H79TI085872

**Program Director:** Crystal A Page

**Project Title:** Richmond County Accountability Court Substance Abuse Program

**Organization Name:** AUGUSTA-RICHMOND COUNTY GOVERNMENT

**Authorized Official:** Ms. Takiyah Douse

**Authorized Official e-mail address:** cpage@augustaga.gov

**Budget Period:** 09/30/2023 – 09/29/2024

**Project Period:** 09/30/2023 – 09/29/2028

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$350,728 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to AUGUSTA-RICHMOND COUNTY GOVERNMENT in support of the above referenced project. This award is pursuant to the authority of Section 509 (42 USC 290bb-2) of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
LeSchell D Browne  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 1H79TI085872-01****Award Calculation (U.S. Dollars)**

Supplies	\$1,800
Contractual	\$346,438
Other	\$2,490
<b>Direct Cost</b>	<b>\$350,728</b>
<b>Approved Budget</b>	<b>\$350,728</b>
<b>Federal Share</b>	<b>\$350,728</b>
<b>Cumulative Prior Awards for this Budget Period</b>	<b>\$0</b>
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$350,728</b>

<b>SUMMARY TOTALS FOR ALL YEARS</b>	
<b>YR</b>	<b>AMOUNT</b>
1	\$350,728
2	\$350,728
3	\$357,547
4	\$357,547
5	\$357,547

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.243  
 EIN: 1582204274A4  
 Document Number: 23TI85872A  
 Fiscal Year: 2023

IC	CAN	Amount
TI	C96N306	\$350,728

IC	CAN	2023	2024	2025	2026	2027
TI	C96N306	\$350,728	\$350,728	\$357,547	\$357,547	\$357,547

**TI Administrative Data:**

PCC: DC-AD23 / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI085872-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

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**SECTION III – TERMS AND CONDITIONS – 1H79TI085872-01**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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**SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 1H79TI085872-01**
**REMARKS**
**New Award - SAMHSA Treatment Drug Courts**


**This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity TI-23-007, Grants to Expand Substance Use Disorder Treatment Capacity in Adult and Family Treatment Drug Courts, has been selected for funding.**

The purpose of this program is to expand substance use disorder (SUD) treatment and recovery support services in existing drug courts. The program recognizes the need for treatment instead of incarceration for individuals with SUDs. These awards provide a continuum of care, including prevention, harm reduction, treatment, and recovery services, for individuals with SUD involved with the courts. Harm reduction services funded under this award must adhere to federal, state, and local laws, regulations, and other requirements related to such programs or services.

Award recipients will be expected to screen and assess clients for the presence of SUD


and/or co-occurring substance use and mental disorders, screen for infectious diseases for which those with SUDs are at high risk and provide evidence-based and population appropriate harm reduction, treatment, and recovery support services. SAMHSA Treatment Drug Courts awards are authorized under Section 509 (42 U.S.C 290bb-2) of Public Health Service Act, as amended.

**Policies and Regulations** – Accepting a grant award or cooperative agreement requires the recipient organization to comply with the terms and conditions of the NoA, as well as all applicable Federal Policies and Regulations. This award is governed by the Uniform Guidance [2 Code of Federal Regulations \(CFR\) § 200](#) as codified by HHS at [45 CFR § 75](#); Department of Health and Human Services (HHS) [Grants Policy Statement](#); SAMHSA [Additional Directives](#); and the [Standard Terms and Conditions](#) for the fiscal year in which the grant was awarded.

 **Key Personnel** – are staff members who must be part of the project regardless of whether they receive a salary or compensation from the project. These staff members must make a substantial contribution to the execution of the project and should reflect SAMHSA’s expectation of diversity, equity, and inclusion in the selection of staff.

**The key personnel for this program will be:**

- **Project Director with a minimum level of effort of 0.20 FTE.**

 **The Key Personnel identified in your application has not been approved by SAMHSA.** Your assigned GPO will confirm approval via eRA Correspondence within 60 days of receipt of this NoA. If SAMHSA’s review of the Key Personnel results in the proposed individual not being approved or deemed not qualified for the position, the organization will be required to submit a qualified candidate for the Key Personnel position. SAMHSA will not be liable for any related costs incurred on this grant award.

The identified PD for this program is listed in item #7 “Project Director or Principal Investigator” on the cover page of the NoA. If the individual identified on the NoA is incorrect, you must notify your assigned Government Project Officer (GPO) and Grants Management Specialist (GMS) via email immediately and plan to submit a post award amendment for a change in key personnel via eRA Commons.

Key personnel or other grant-supported staff may not exceed 100% level of effort across all federal and non-federal funding sources.

Any changes to key staff, including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project, requires prior approval, and must be submitted as a post-award amendment in eRA Commons. Refer to SAMHSA’s website for more information on submitting a [key personnel change](#). See [SAMHSA PD Account Creation Instructions](#) for a quick step-by-step guide and [SAMHSA Grantee PD Account Creation Slides](#) for additional information



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on the eRA Commons registration process for the PD.


**Funding Limitations** – SAMHSA reserves the right to disallow costs under this grant award at any time during the award project period. Award recipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the [Funding Opportunity Announcement](#) and all applicable Policies & Regulations.

The Cost Principles that delineate the allowable and unallowable expenditures for HHS recipients are described in the [Code of Federal Regulations](#). Funding Limitations and Restrictions are listed in the [Notice Funding Opportunity Announcement](#). You may also reference the SAMHSA grantee guidelines on [Financial Management Requirements](#).

**Unallowable Costs** – Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to the “Factors affecting allowability of costs” per [2 CFR § 200.403](#) and the “Reasonable costs” considerations per [2 CFR § 200.404](#). A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

**Supplanting** – “Supplement Not Supplant” grant funds may be used to supplement existing activities. Grant funds may not be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal grant.

**Award Payments** – Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). First time PMS users must obtain access to view available funds, request funds, or submit reports. Users will need to request permission and be approved by PSC. Inquiries regarding payments should be directed to PMS by emailing the helpdesk at [PMSSupport@psc.hhs.gov](mailto:PMSSupport@psc.hhs.gov) or call 1-877-614-553. You should also visit the PSC website for more information about their services - <https://pms.psc.gov/>

 **Special Terms & Conditions of Award** – There may be special terms and conditions associated with your grant award. Recipients must address all special terms and conditions by the reflected due date. See the **Special Terms of Award** and **Special Conditions of Award** sections below for the specific terms and conditions associated with your grant award. A recipient's failure to comply with the terms and conditions of award, may cause SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.

**Responding to Award Terms & Conditions** – All responses to award terms and

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**conditions must be submitted as .pdf documents in eRA Commons.** For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to <https://www.samhsa.gov/grants/grants> training-materials under the heading “Grant Management Reference Materials for Grantees.”

**Prior Approval Requirements** – Prior approval is required for the following changes to your grant award: Changes in the status of the Project Director, or other key personnel named in the NoA; Changes in scope; Significant re-budgeting and Transfer of substantive programmatic work; Carryover of unobligated balances; Change of grantee organization; Deviation from award terms and conditions; No-cost extension and Transfer of substantive programmatic work. A full list of actions requiring prior approval can be found on page II-49 of the HHS [Grants Policy Statement](#) Exhibit 5 (Summary of Actions Requiring OPDIV Prior Approval). **All prior approval actions must be submitted as post award amendment requests in eRA Commons.**

**Post Award Amendments** – If information on the NoA needs to be changed, it will require approval from the federal agency before the grant recipient can implement the modification. Please refer to the SAMHSA website for specific SAMHSA guidance on how to submit a post-award amendment in eRA Commons: <https://www.samhsa.gov/grants/grants-management/post-award-amendments>

### **Primary Contacts**

- For technical support, contact [eRA Service Desk](#) at 866-504-9552 (Press 6 for SAMHSA Grantees).
- For budget and grants management related questions, contact your assigned GMS.
- For programmatic questions, contact your assigned GPO

**Contact information for the GMS and GPO are listed on the last page of this NoA.**

**Training & Resources** – Visit the following pages on our website for more information on implementation, monitoring and reporting on your new grant award:

- [Grants Management](#)
- [Training & Resources for recipients](#)
- [eRA Commons](#)

### **Adult Treatment Drug Court (PCC: DC-AD23)**

Adult Drug Court Model Key Components and Standards may be found in Appendix M of the NOFO, page 87

## **SPECIAL TERMS**

### **Project implementation**

Project implementation is expected to begin by the fourth month of the award.

### **Funding Limitations/Restrictions**

The funding restrictions for this project are below.

- No more than **15 percent** of the total award for the budget period may be used for developing the program infrastructure necessary for expansion of services.
- No more than **20 percent** of the total award for the budget period may be used for data collection, performance measurement, and performance assessment, including incentives for participating in the required data collection follow-up.

**Be sure to identify these expenses in your proposed budget.**

 **SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in Appendix I – Standard Funding Restrictions.**

### **Disparity Impact Statement (DIS)**

**By November 30, 2023, submit via eRA Commons a completed Disparity Impact Statement.**

SAMHSA's Behavioral Health Disparity Impact Statement (DIS) is a data-driven, quality improvement approach to advance behavioral health equity for all. The DIS is a grant requirement that helps grantees identify racial, ethnic, sexual, and gender minority groups at the highest risk of experiencing behavioral health disparities within their grant projects and implement a disparity reduction action plan with a quality improvement process to address and close the identified gap(s). The DIS should be consistent with the Population of Focus and Statement of Need identified in the grant application and include the components as described below. Please refer to the DIS worksheet, examples, and other resources on the SAMHSA website at: <https://www.samhsa.gov/grants/grants-management/disparity-impact-statement>

**The main components of the DIS are:**

- Identify and describe the behavioral health disparity within the population of focus of the grant project that experience disparate access, use, and outcomes.
- Provide a demographic table of the proposed number of individuals to be served, reached, or trained in the grant project that covers the entire grant period. Identify the data sources used to support the rationale for how the determination of the disparity was made.
- Identify the social determinants of health (SDOH) domains and the Culturally and Linguistically Appropriate Services in Health and Health Care ([CLAS](#)) Standards that the grantee organization will work to address and improve for the identified population(s) of focus.
- Develop a disparity reduction quality improvement action plan to address behavioral health disparities based on the available data on access, use, and outcomes.

In accordance with the reporting requirements outlined in the Notice of Funding Opportunity

(NOFO), the grantee is required to provide an update on the project's progress towards addressing quality care of underserved populations related to the Disparity Impact Statement (DIS), barriers encountered, including challenges serving populations of focus, efforts to overcome these barriers; evaluation activities for tracking DIS efforts; and a revised quality improvement plan if the DIS does not meet the quality of care requirements as stated in the DIS.

All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading How to Respond to Terms and Conditions.

## **SPECIAL CONDITIONS**

### **Key Personnel - Resume & Job Description**

By **October 16, 2023**, submit via eRA Commons:

Please submit a resume and position description for all project staff as supporting documentation for the application. In accordance with the [FOA](#), kindly ensure that your resume and position description adhere to the following guidelines:

#### **Biographical Sketch**

Existing curricula vitae of project staff members may be used if they are updated and contain all items of information requested below. You may add any information items listed below to complete existing documents.

- Name of staff member
- Educational background: school(s), location, dates attended, degrees earned (specify year), major field of study
- Professional experience
- Recent relevant publications

#### **Position Description**

- Title of position
- Description of duties and responsibilities
- Qualifications for position
- Supervisory relationships
- Skills and knowledge required
- Amount of travel and any other special conditions or requirements
- Salary range
- Hours per day or week

All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading How to Respond to Terms and Conditions.

### **Revised SF424 & Revised Budget**

By **October 31, 2023**, submit in eRA.



1. **Submit a revised SF-424** with the Project Director (PD) name and contact information listed in Section 8f and the Authorized Representative listed in Section 21. **Correct the amount on line 18-a to match to the amount listed in SF-424A, section 6 k.** The contact information for the Authorized Representative in Section 21 must match the name of the person who signs the SF-424 form. For instructions on how to complete the SF-424 form can be found at: <https://www.samhsa.gov/grants/applying/forms-resources>.
2. **Submit a detailed Revised Budget with Narrative Justification addressing the items below.** For your revised budget narrative **we need you to use the SAMHSA Budget Template** located on the following website: <https://www.samhsa.gov/grants/grants-management/post-award-amendments#pdfbudget-template>

#### A. Personnel

In your budget all staff have been marked incorrectly as a Key Personnel. Please insure to identify as the Key Personnel only the Project Director required by the FOA.

For staff listed under the personnel section, please provide additional information, as:

1. **Key Personnel** – Identify if the position is key personnel required by the FOA:
  - a. Key staff positions require prior approval by SAMHSA after review of credentials and job descriptions.
2. **Salary/Rate** – The estimated annual salary or rate. If providing a rate, specify the time basis (e.g., hourly, weekly).
  - a. Salaries should be comparable to those within your organization.
  - b. If the position is not being charged to the Federal award, but the individual is working on the project identify the salary/rate as an “in-kind” cost.
3. **Level of Effort (LOE)** – The level of effort (percentage of time) that the position contributes to the project.
4. **Total Salary** – The total salary/amount each position is paid based on their contribution to the project.
  - a. If the position is not being charged to the Federal award, identify the cost as \$0.

#### C. Travel

**Travel – \$8,619:** The travel cost appears to be quite high given that there are three individuals travelling. Travel expenses charged to an award must comply with HHS

regulations at [45 CFR §75.474](#). We kindly request that you provide a copy of your organization's written travel reimbursement policies. If your organization does not have documented travel policies, please utilize the federal GSA rates (<https://www.gsa.gov/portal/category/26429>). Kindly specify the three grant staff positions that will be attending this conference. Additionally, please ensure that the justification clearly identifies the necessity of the travel if it is not specifically required by the FOA. The narrative description should include the purpose of the travel and explain how it directly relates to the scope of work.

When conference charges include meals, it is necessary to minimize the daily meal reimbursements. Furthermore, please make necessary adjustments to the meal costs on both the arrival and departure days.



#### **F. Contractual:**

**Contractual total - \$346,438: For this cost, please provide the following:**

**List the budgets for each sub-award, contract, consultant, or consortium agreement.**

**Name** – Provide the name of the entity and identify if it is a sub-recipient, contractor, or consultant.

**Service** – Identify the products or services to be obtained.

- o As part of the justification, provide a summary of the scope of work, the specific tasks to be performed, the necessity of the task for each sub-award or contract as it relates to the Project Narrative. Include the dates/length for the performance period. NOTE: costs that are outside the period of performance of the award cannot be charged to the award.

**Rate** – provide an itemized line-item breakdown. Costs associated with contracts must be presented in a detailed breakdown format. This should include an itemized list of materials, quantities, number of individuals involved, unit or hourly costs, hours or levels of effort expended, or any other relevant factors. Additionally, please provide a narrative justification for each of these costs. If applicable, the number of clients involved should be included in the cost breakdown.

All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions**.

#### **STANDARD TERMS AND CONDITIONS**

## Reporting Requirements

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. You must document your plan for data collection and reporting in your Project Narrative in response to Section E: Data Collection and Performance Measurement in [Section V](#) of this [NOFO](#)

Recipients are required to report performance on the following measures:

- number of individuals served
- diagnoses
- abstinence from substance use
- housing stability
- employment/education status
- social connectedness
- health/behavioral/social consequences
- access to treatment
- treatment(s) provided
- retention in treatment
- criminal justice involvement

This information will be gathered using a uniform data collection tool provided by SAMHSA. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); and access will be provided upon award. An example of the required data collection tool (i.e., National Outcome Measures (NOMs) or NOMS client level services tool) can be found [here](#). Data will be collected via an interview using this tool at three data collection points at baseline (i.e., the client's entry into the project), discharge, and six months post baseline. Recipients will be expected to do a GPRA interview on all clients for their specified unduplicated target number and are also expected to achieve a six-month follow-up rate of 80 percent. Data are to be submitted through the specific online data collection tool within seven days of data collection or as specified after award. GPRA training and technical assistance will be offered to recipients.

The collection of these data enables SAMHSA to report on key outcome measures relating to the program. In addition to these outcomes, performance measures collected by recipients will be used to demonstrate how SAMHSA's programs are reducing disparities in behavioral health access, retention, service use, and outcomes nationwide.

FTDC recipients will also be required to collect and report data on the children of parents and other family members participating in the FTDC, as well as family functioning outcomes such as:

- Number and type of services provided to children and additional family members.
- Number of children placed in out of home care.
- Re-entries to out of home care/foster care.
- Number of children reunited with parents after being removed from the home and placed in temporary placement.

This information will be included in the semi-annual progress report see [Section VI.3](#).

Performance data will be reported to the public as part of SAMHSA's Congressional Budget Justification.



## Programmatic Progress Report

The SAMHSA Treatment Drug Courts recipients are required to submit a six-month progress report due no later than 30 days after the end of the second quarter (**March 30, 2024**) and an annual report is due within 90 days of the end of the budget period. A final performance report must be submitted within 120 days after the end of the project

period (September 29, 2024).

**For this budget period Programmatic Progress Reports are due as follows:**



- **Six Month Report – Due April 30, 2024**
- **Annual Report – Due December 28, 2024**

The progress reports must discuss project progress, barriers encountered, efforts to overcome these barriers, evaluation activities for tracking DIS efforts and a revised quality improvement plan if DIS does not meet quality of care requirements. More information will be provided by your assigned Government Project Officer.

A final performance report must be submitted within 120 days after the end of the project period. The final performance report must be cumulative and report on all activities during the entire project period.

**The response to this term must be submitted as .pdf documents in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.**

#### **Annual Federal Financial Report (FFR or SF-425)**

All financial reporting for recipients of Health and Human Services (HHS) grants and cooperative agreements has been consolidated through a single point of entry, which has been identified as the Payment Management System (PMS). The Federal Financial Report (FFR or SF-425) initiative ensures all financial data is reported consistently through one source; shares reconciled financial data to the HHS grants management systems; assists with the timely financial monitoring and grant closeout; and reduces expired award payments. The FFR is required on an annual basis no later than 90 days after the end of each Budget Period. The FFR should reflect cumulative amounts. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

SAMHSA reserves the right to request more frequent submissions of FFRs. If so, the additional submission dates will be shown below.

Your organization is required to submit an FFR for this grant funding as follows:



- **By 12/28/2024**, submit the Federal Financial Report (FFR)/(SF-425).

The grant recipient staff member(s) responsible for FFR preparation, certification and submission of the FFR must either submit a request for New User Access or Update User Access to the FFR Module as applicable. Refer to the PMS User Access website <https://pms.psc.gov/grant-recipients/user-access.html> for information on how to submit a New User Access, Update User Access or Deactivate User Access. You can also view PMS' Video on how to request new user access @ <https://youtu.be/kdoqaXfiu0> and PDF resource with instructions on Requesting Access @ [https://pms.psc.gov/forms/New-User-Request\\_Grant.pdf](https://pms.psc.gov/forms/New-User-Request_Grant.pdf)



Instructions on **how to submit a FFR via PMS** are available at <https://pmsapp.psc.gov/pms/app/help/ffr/ffr-grantee-instructions.html> (The user must be logged in to PMS to access the link). Updates to the FFR instructions effective 4/1/2022 are also available @ <https://pms.psc.gov/grant-recipients/ffr-updates.html>

While recipients must submit the FFR in PMS, the FFR can also be accessed by connecting seamlessly from the eRA Commons to PMS by clicking the “Manage FFR” link on the “Search for Federal Financial Report (FFR)” page in eRA Commons, which will redirect to PMS. SAMHSA will not accept FFRs submitted by email or uploaded as an attachment into eRA. To access the “Manage FFR” link in eRA Commons, the individual must be registered in eRA Commons and assigned the Financial Status Reporter (FSR) role for their organization. The individual assigned the FSR role is responsible for reporting the statement of grant expenditures for their organization. Refer to the [Managing User Accounts: Add or Remove Roles, Unaffiliate Account](#) document for instructions on how to assign a the FSR role.

**If you have questions about how to set up a PMS account for your organization, please contact the PMS Help Desk at [PMSSupport@psc.hhs.gov](mailto:PMSSupport@psc.hhs.gov) or 1-877-614-5533.**

**Note:** Recipients will use PMS to report all financial expenditures, as well as to drawdown funds; SAMHSA recipients will continue to use the eRA Commons for all other grant-related matters including submitting progress reports, requesting post-award amendments, and accessing grant documents such as the Notice of Award.

### **Standard Terms for Awards**

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

### **Reasonable Costs for consideration**

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to “Reasonable Costs” consideration per 2 CFR § 200.404 and the “Factors affecting allowability of costs” per 2 CFR § 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

### **Consistent Treatment of Costs**

Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of [45 CFR 75.364](#), [45 CFR 75.371](#), [45 CFR 75.386](#) and [45 CFR Part 75, Subpart F, Audit Requirements](#).

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**Compliance with Award Terms and Conditions**

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH [45 CFR 75.371](#), REMEDIES FOR NON-COMPLIANCE AND [45 CFR 75.372](#) TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

**Staff Contacts:**

Oluwashina Deborah, Program Official

**Phone:** (240) 276-1015 **Email:** [deborah.oluwashina@samhsa.hhs.gov](mailto:deborah.oluwashina@samhsa.hhs.gov)

Aina Halili, Grants Specialist

**Phone:** 240-276-2820 **Email:** [aina.halili@samhsa.hhs.gov](mailto:aina.halili@samhsa.hhs.gov)

# AUGUSTA, GEORGIA

## New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

**Proposal Project No. Project Title**

PR000421 STATE CT SAMHSA Substance Abuse and Mental Health Services Admin

REQUESTING FUNDS OFFERED BY DEPARTMENT OF HEALTH AND HUMAN SERVICES (SAMHSA) FOR THE OPERATION OF STATE COURT ACCOUNTABILITY PROGRAM.

NO CASH OR IN KIND MATCH REQUIRED

EEO REQUIRED: NO

EEO DEPARTMENT NOTIFIED: NO

Start Date: 09/30/2023

End Date: 09/30/2028

Submit Date: 01/23/2023

Department: 026

State Court

Cash Match?

N

Total Budgeted Amount: 2,000,000.00

Total Funding Agency:

2,000,000.00

Total Cash Match:

0.00

Sponsor: GM0007

US Dpt Health Human Svc

Sponsor Type: F

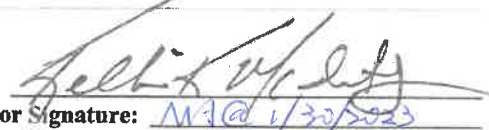

Federal

Purpose: 4

DUI Courts

Flow Thru ID:

Type	ID	Name	Contacts	Phone
I	GMI043	Kellie McIntyre		(706)823-4412

Type	By	Date	Approvals
FA	K. MCINTYRE	01/23/2023	Dept. Signature:  Grant Coordinator Signature: 

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request


  
Finance Director

1-30-2023  
Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

  
Administrator

2/1/23  
Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



## Public Safety Committee Meeting

Meeting Date: October 10, 2023

Approve the upgrade of existing cable modem connections to fiber connectivity for remote department access.

<b>Department:</b>	Information Technology
<b>Presenter:</b>	Gary Hewett, Deputy CIO
<b>Caption:</b>	Motion to approve the upgrade of existing cable modem connections to fiber connectivity for remote department access.
<b>Background:</b>	<p>Augusta Information Technology, currently, has Comcast cable modem connections providing internet connectivity for remote sites. Approval of this agenda item will provide the benefits below.</p> <ul style="list-style-type: none"> <li>• Upgrading from <b>current</b> broadband service (shared - best effort service <b>without service level agreements</b>) to an Enterprise Service with fully dedicated fiber service from end to end, with <b>priority support and SLA</b>.</li> <li>• Increased performance to the internet at every location, eliminating time of day congestion and slowdowns.</li> <li>• Improved speed of 90/90 Mbps.</li> <li>• 4-hour guaranteed repair times on trouble tickets with an escalation path.</li> <li>• Simplified billing by locations and circuits.</li> </ul>
<b>Analysis:</b>	Upgrading these Comcast services will improve Augusta's prioritization during service outage. Additionally, billing and contract management will be centralized.
<b>Financial Impact:</b>	If approved, the cable modem upgrade will be completed without a net increase.
<b>Alternatives:</b>	Continue operating with current environment.
<b>Recommendation:</b>	Approve the upgrade of existing cable modem connections to fiber connectivity for remote department access.
<b>Funds are available in the following accounts:</b>	Funds are available in each Department/Office's Operating Budget.
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
ETHERNET DEDICATED INTERNET SERVICES**

**ATTACHMENT IDENTIFIER: Ethernet Dedicated Internet, Version 1.13**

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access:

**DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

**"Estimated Availability Date"** means the target date for delivery of Service.

**"HFC Network"** means a hybrid fiber coax network

**"Interconnection Facilities"** means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

**"Off-Net"** means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers. Off-Net Services provisioned over a fiber optic network are referred to as **"Off-Net Fiber."**

**"On-Net"** means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network (**"On-Net Fiber"**), or via a HFC Network (**"On-Net HFC"**), as available through Comcast.

**"Service(s)"** means Ethernet Dedicated Internet Services and Off-Net Dedicated Internet Access.

**ARTICLE 1. SERVICES**

This attachment shall apply to Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access. A further description of the Services are set forth in **Schedule A-1** hereto which is incorporated herein by reference.

**ARTICLE 2. PROVIDER**

On-Net Service shall be provided by Comcast Business Communications, LLC.

On-Net Service provided over the HFC Network and Off-

Net Services are available in a number of markets. For information on service availability, call 866-429-0152.

**ARTICLE 3. CUSTOM INSTALLATION FEES**

Once Comcast accepts a Sales Order for Services, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

**ARTICLE 4. PROVISIONING INTERVAL**

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

**ARTICLE 5. SERVICE COMMENCEMENT DATE**

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications (defined in Article 8); or (C) the date on which Customer first uses the Service. In the event that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months

**ARTICLE 6. TERMINATION CHARGES; PORTABILITY; UPGRADES; OFF-NET SERVICES**

**6.1** The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

**6.2 Termination Charges for On-Net Services.**

**A.** In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order, but prior to the Service Commencement Date,

Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service plus twenty percent (20%).

**B.** In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

**C. Termination Charges for Off-Net Services.** In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall also pay any third-party charges incurred by Comcast as a result of the early termination of Service by the Customer.

**6.3 Exclusions.** Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.

**6.4 Portability.** Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (*i.e.*, activate Service with termination points on Comcast's network that are different than those of the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales

Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

**6.5 Upgrades.** Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that: (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

**6.6 Off-Net Services.** If Customer is receiving Off-Net Services, Comcast shall, in its sole discretion, have the ability to (i) provide On-Net Services in lieu of such Off-Net Services and/or (ii) substitute the current Off-Net Services provider for an alternate Off-Net Services provider, each, at no additional cost to Customer; provided, however, that Comcast shall not make any changes to Customer's Off-Net Services provider that could, in Comcast's reasonable opinion, impair Customer's specific network design or provider attributes (e.g. diversity). Comcast shall use commercially reasonable efforts to coordinate a mutually agreeable time with Customer to conduct any such changes.

## **ARTICLE 7. ADDITIONAL INFORMATION**

As necessary for the interconnection of the Service with services provided by third parties, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

## **ARTICLE 8. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT**

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("Technical Specifications"). The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto and incorporated herein by reference.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-1  
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS  
COMCAST ETHERNET DEDICATED INTERNET SERVICES  
AND OFF-NET DEDICATED INTERNET ACCESS**

Comcast's Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access will be provided in accordance with the service descriptions and technical specifications set forth below:

**A. Service Descriptions.**

**Ethernet Dedicated Internet Service ("EDI").** EDI provides reliable, simple, and flexible access to the Internet. The Service is offered in the Ethernet User-to-Network Interfaces ("UNI") increments identified in Figure 1 below and is available in Committed Information Rate ("CIR") speed increments starting at 1Mbps, subject to available capacity. The Service provides an Ethernet Virtual Connection ("EVC") from the Customer Service Location to a Comcast Internet Point of Presence ("POP") router.

**Off-Net Dedicated Internet Access ("Off-Net DIA").** Off-Net DIA provides reliable, simple, and flexible access to the Internet. The Service is offered in the UNI increments identified in Figure 1 below and is available in CIR speed increments starting at 1 Mbps, subject to availability. The Service provides an Internet connection from the Customer Service Location to an Off-Net Service provider POP router.

**B. Technical Specifications.**

**1. Ethernet User-to-Network Interface.** The Service provides the bidirectional, full duplex transmission of untagged Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI) to attach to the Customer's router. Figure 1 lists the available UNI speed and their UNI Physical Interfaces, and available CIR bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are generally not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
		1 Mbps	25,000
100 Mbps	100BaseT	10 Mbps	250,000
1 Gbps	1000Base T or 1000BaseSX	100 Mbps	2,500,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	25,000,000
100 Gbps	100GBASE-LR4	10 Gbps	25,000,000

**Figure 1: Available UNI interface types and CBS values for different CIR Increments**

**2. Traffic Management.** Comcast's network traffic-policing policies restrict traffic flow to the subscribed, CIR. If the Customer-transmitted bandwidth rate exceeds the subscription rate CIR and CBS, Comcast will discard the non-conformant packets. The Customer's router must shape traffic to the contracted CIR. Traffic management policies associated with any Off-Net portions of Service will conform to the policies enforced by the third-party service provider.

**3. Maximum Frame Size.** The Service supports a maximum transmission unit ("MTU") frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

**4. Layer 2 Control Protocol ("L2CP") Processing.** All L2CP frames are discarded at the UNI.

**5. IP Address Allocation.** For EDI Services, IP address space is a finite resource that is an essential requirement for

all Internet access services. Comcast assigns up to two (2) routable IP addresses to each customer circuit. Customer can obtain additional IP addresses if required based on American Registry for Internet Numbers (“ARIN”) guidelines and by completing an IP address request form; additional charges may apply. For Off-Net DIA, up to two (2) routable IP addresses will be assigned to each customer circuit. Additional IP addresses can be requested subject to Off-Net service provider availability; additional charges may apply.

**6. Domain Name Service.** Comcast provides primary and secondary Domain Name Service (“DNS”). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

**7. Border Gateway Protocol (“BGP”) Routing.** Comcast supports BGP-4 routing (“BGP-4”) as an optional service feature. BGP-4 allows Customers to efficiently multi-home across multiple ISP networks. This optional service feature requires an Autonomous System Number (ASN) be assigned to a customer by the ARIN. Customers should also be proficient in BGP routing protocol to provision and maintain this optional service feature on their router. Additional information and requirements for BGP routing will be provided to the Customer upon request. Comcast supports private peering if the Customer is multi-homed only to Comcast’s network. BGP routing for Off-Net DIA services is subject to Off-Net service provider terms & policies.

## **8. Monitoring, Technical Support and Maintenance**

**A. Network Monitoring.** Comcast monitors On-Net Service on a 24x7x365 basis.

**B. Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Comcast Business Services Network Operations Center that operates on a 24x7x365 basis. Comcast provides technical support for Service-related inquiries. The Comcast Business Services Network Operations Center will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.

**i. Escalation.** Reported troubles are escalated within the Comcast Business Services Network Operations Center to meet the response/restoration objectives described below (Response and Restoration Standards). Service issues are escalated within the Comcast Business Services Network Operations Center as follows: to a Supervisor at the end of the applicable objective time interval plus one (1) hour; to a Manager at the end of the applicable objective time interval plus two (2) hours, and to a Director at the end of the applicable objective time interval plus four (4) hours.

**ii. Maintenance.** Comcast’s standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of seven (7) days’ notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Customer.

**C. Comcast Equipment.** Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for receipt of the Services. Customers are required to shape their egress traffic to the Committed Information Rate (CIR) identified in the Sales Order. Comcast will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Customer’s failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided Services.



## 9. Response and Restoration Standards

Comcast has the following response and restoration objectives:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	4 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	6 hours	Averaged over one Month	Escalation (see above)

Customer shall bear any expense incurred, *e.g.*, dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-2  
SERVICE LEVEL AGREEMENT**

Comcast's Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access are backed by the following Service Level Agreement ("SLA"):

**A. Definitions**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Dedicated Internet Services PSA or the General Terms and Conditions.

**"Planned Service Interruption"** means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

**"Service Interruption"** means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be "Available" in the absence of a Service Interruption.

**B. Service Level Agreements**

Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order ("Availability Credit"). For the purposes of calculating credit for a Service Interruption, the "Length of Service Interruption" begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, CPE, or any other items set forth in the "Exceptions to Credit Allowances" section below.

**TABLE 1: Availability SLA for Services provided over On-Net or Off-Net Fiber (99.99% Availability)**

<b>Length of Service Interruption:</b>	<b>Amount of Credit:</b>
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

**TABLE 2: Availability SLA for Services provided over On-Net HFC or Off-Net Non-Fiber (99.9% Availability)**

<b>Length of Service Interruption:</b>	<b>Amount of Credit:</b>
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

### **C. Exceptions and Terms Applicable to All SLAs**

#### **Emergency Blocking**

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

#### **Remedy Processes**

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

#### **Exceptions to Credit Allowances**

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

#### **Other Limitations**

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, Liability, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

**FIRST AMENDMENT**  
**to**  
**Comcast Enterprise Services Master Services Agreement No. GA-12611282-JRobe**

**This First Amendment** (“Amendment”) is concurrently entered into on September 18, 2023 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. GA-12611282-JRobe (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Augusta (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

**Whereas**, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

**Now, therefore**, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 3.2 of the Comcast Enterprise General Terms and Conditions (“General Terms and Conditions”) is hereby revised to read as follows:

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer’s first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. To the extent not prohibited by law and subject to Customer’s right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

2. Article 6.2 of the General Terms and Conditions is hereby revised to read as follows:

Customer’s Indemnification Obligations. To the extent not prohibited by law and subject to Section 5.1(B), Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer’s and its users’ use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer’s combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

3. Article 7.1 of the General Terms and Conditions is hereby revised to read as follows:

**Disclosure and Use.** All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents designed to protect against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, including pursuant to Georgia Open Records Act found in O.C.G.A. 50-70-18, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order or legal requirement, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

4. Article 9.9 of the General Terms and Conditions is hereby revised to read as follows:

**Choice of Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Richmond County, Georgia and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury.

5. Article 9.12 of the General Terms and Conditions is hereby added to read as follows:

**Non-Appropriation of Funds.** In the event funds are not appropriated by the applicable federal and/or state agency during any fiscal period of the Service Term of Sales Order under MSA ID No. GA-12611282-JRobe-23683504, such Sales Order may be terminated by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured, provided that (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Sales Order; and (b) Customer agrees it will not use non-appropriations as a means of terminating the Sales Order in order to acquire functionally equivalent products or services from a third party. In the event Customer terminates the Sales Order under this provision, neither Party shall have any further obligation to the other Party with respect to such Sales Order, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered, for Comcast Equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of Customer under the Sales Order, all of which are to be paid by Customer to Comcast within thirty (30) days of the invoice date; provided, that, the amount of capital expenses owed by Customer shall be reduced by the total amount of non-recurring charges and monthly-recurring charges already paid to Comcast by Customer under the Sales Order at the time of termination. Customer hereby agrees to notify Comcast

in writing as soon as it has knowledge that funds are not available for any fiscal period under the applicable Sales Order Service Term.

6. Article 9.13 of the General Terms and Conditions is hereby added to read as follows:

Augusta, Georgia is a self-insured entity, and as such, to the extent allowable by law, this contract shall be covered by such self-insurance.

7. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question.
8. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

**City of Augusta**

**Comcast Cable Communications Management, LLC**

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	



Account Name

MSA ID

Date Generated

City of Augusta

GA-12611282-JRobe

## COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA Term: 60

### CUSTOMER INFORMATION

Primary Contact: Tameka Allen	Primary Contact Address Information
Title: Chief Information Officer	Address 1: 535 Telfair St
Phone: 7068212300	Address 2: Bldg 2000
Cell:	City: Augusta
Fax:	State: GA
Email: allen@augustaga.gov	Zip Code: 30901

This Comcast Enterprise Services Master Services Agreement ("Agreement" or "MSA") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above customer ("Customer") and is effective as of the date of Customer's signature below (the "Effective Date"). The Agreement consists of this Master Service Agreement Cover Page executed by Customer (this "Cover Page"), the Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), each Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted by Comcast hereunder ("Sales Orders"). In the event of any inconsistency among these documents, the order of precedence will be as follows: (1) Amendments (if any), (2) this Cover Page, (3) PSA(s), (4) General Terms and Conditions and (5) Sales Orders. This Agreement shall be legally binding when signed by Customer and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

Customer may submit Sales Orders to Comcast during the term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent>. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at [https://business.comcast.com/privacy-statement\\_new](https://business.comcast.com/privacy-statement_new) (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in serviceable areas. Services may not be transferred without the prior written consent of Comcast as set forth in more details in the General Terms and Conditions. Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable PSAs.

**BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

### CUSTOMER (by authorized representative)

Signature:

Name:

Title:

Date:

**COMCAST ENTERPRISE SERVICES  
GENERAL TERMS AND CONDITIONS  
("General Terms and Conditions")**

VERSION 4.0 Effective as of November 2, 2022

**Network:** The Comcast Equipment, fiber optic, or cable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s). Item 3.

**Product Specific Attachment(s) or PSA(s):** The additional terms and conditions applicable to each of the Services ordered by Customer under the Agreement.

**Sales Order:** An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Unless otherwise indicated herein, each Statement of Work shall be considered a Sales Order.

**Service(s):** Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

**Service Commencement Date:** With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

**Service Location(s):** The Customer location(s) where Comcast provides the Services.

**Service Term:** As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

**Statement of Work (SOW):** The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

**Termination Charges:** Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

**Website:** The Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy, and the AUP are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

**ARTICLE 2. DELIVERY OF SERVICE**

**2.1 Orders.** To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast. For purposes of Sales Orders, upon

**ARTICLE 1. DEFINITIONS**

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

**Affiliate:** With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

**Agreement:** Collectively, these General Terms and Conditions, the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment, and each binding Sales Order and/or Statement of Work.

**Comcast:** The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

**Comcast Equipment:** Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

**Confidential Information:** All information regarding either party's business that has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked or otherwise designated as proprietary, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties' communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

**Customer:** The entity named on the Enterprise Services Master Service Agreement Cover Page.

**Customer-Provided Equipment:** All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.



Customer's signature, the Sales Order will become binding, subject to an engineering review. SOWs shall not become binding unless and until executed by both Parties. Each Sales Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Services to the affected Service Location upon ten (10) days' notice to Customer, without penalty.

**2.2 Access.** To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location ("Access"). Within each Service Location and facility containing the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may upon thirty (30) days prior written notice cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location or facility and associated property containing the Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

**2.3 Hazardous Materials.** If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

## **2.4 Equipment.**

**A. Comcast Equipment.** Comcast may, in its sole discretion, remove or change Comcast Equipment; provided that any such removal or change does not cause a material degradation in the Services. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Any maintenance provided by Comcast for the Comcast Equipment under this Agreement shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

**B. Customer-Provided Equipment.** Unless otherwise set forth in an SOW, Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Except as otherwise provided in an SOW, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment or facilities provided by a party not contracted by Comcast.

## **2.5 Network; Intellectual Property.**

**A.** The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to

the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

**B.** Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

**C.** The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

**2.6 License Grant.** If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment ("Updates"). Comcast may perform such Updates remotely or on-site, at Comcast's sole discretion. Customer hereby consents to, and shall provide free Access for, such Updates. If Comcast has agreed to provide Updates, Comcast will be excused from the applicable performance criteria and credits, and any and all liability and indemnification obligations regarding the applicable Service to the extent resulting from Customer's failure to allow Comcast to install any Updates.

## **ARTICLE 3. BILLING AND PAYMENT**

### **3.1 Charges; Changes to MRC; Taxes.**

**A.** Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies, or by Comcast, in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

**B.** With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law), modify the monthly recurring service charges applicable to (i) Ethernet and Internet Services at any time after the expiration of the initial Service Term and (ii) any other Services at any time. Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.2(B), Comcast may modify equipment charges upon notice to Customer.

**C.** Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

### **3.2 Payment Terms; Disputes.**

**A.** Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the

Services that has been rejected by the bank or other financial institution. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

**B.** If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following the invoice date.

**3.3 Credit Approval and Deposits.** Delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

#### **ARTICLE 4. TERM & TERMINATION**

**4.1 Sales Order Term.** Upon the expiration of the Service Term applicable to a Sales Order, each Service Term shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the MSA Term, such Sales Order shall continue to be governed by the terms and conditions of the Agreement. The MSA Term commences on the Effective Date and continues for the time set forth on the Master Services Agreement Cover Page.

**4.2 Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) or SOW(s) at any time, upon thirty (30) days prior written notice to Comcast (subject to applicable Termination Charges).

**4.3 Termination for Cause.**

**A.** If either Party is in material breach of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for

cause any Sales Order or SOW materially affected by the breach. In addition to its other remedies, if the Customer is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s).

**B.** Subject to applicable law, either party may terminate a Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent as defined under the U.S. Bankruptcy Code, institutes or has instituted against it any bankruptcy, reorganization, det arrangement or assignment for the benefit of creditors, other proceeding under any bankruptcy or insolvency law or dissolution, receivership, or liquidation proceeding (and if such proceeding is instituted against it, such proceeding is not dismissed within sixty (60) days).

**C.** Comcast may terminate any Sales Order and/or the Agreement immediately if Customer or its employees, agents, or representatives threaten, harass, or use vulgar or inappropriate language toward Comcast personnel.

**4.4 Effect of Expiration/Termination of a Sales Order or SOW.** Upon the expiration or termination of a Sales Order or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either party of a Sales Order or SOW does not waive any other rights or remedies that it may have under this Agreement.

#### **ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

##### **5.1 Limitation of Liability.**

**A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS.**

**B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF**

ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR CHARGES OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.

## 5.2 Disclaimer of Warranties.

A. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or SOW, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

B. Notwithstanding anything to the contrary contained in the Agreement, in no event shall Comcast and its agents, suppliers, and licensors be liable for any loss, damage, or claim arising out of or related to: (1) content or data received or distributed by Customer or its users through the Services; (2) any act or omission of Customer, its users, or third parties not under the control of Comcast; (3) interoperability, interaction, or interconnection of the Services with applications, equipment, services, or networks provided by Customer or third parties not under the control of Comcast; or (4) loss or destruction of any

Customer hardware, software, files, or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is solely responsible for backing up its data, files, and software prior to the installation of Service and at regular intervals thereafter.

**5.3 Exclusive Remedies.** Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

## ARTICLE 6. INDEMNIFICATION

**6.1 Comcast's Indemnification Obligations.** Subject to Sections 5.1(B) and 5.1(C) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.

**6.2 Customer's Indemnification Obligations.** Subject to Section 5.1(B), Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

**6.3 Indemnification Procedures.** To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other party (the "Indemnifying Party") in writing of any pending or threatened Claim that gives rise to a right of

indemnification (an “Action”) and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel’s fees and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

## **ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY**

**7.1 Disclosure and Use.** All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party’s employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents designed to protect against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each party’s confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party’s Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order or legal requirement, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party’s expense.

**7.2 Publicity.** Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party.

**7.3 Remedies.** Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

## **ARTICLE 8. PROHIBITED USES; COMCAST POLICIES**

**8.1 Prohibited Uses; Comcast Policies.** Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy (“AUP”) available on the Website; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section 4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of the Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

**8.2 Privacy Policy.** Comcast will comply with the Comcast Privacy Policy (“Privacy Policy”) which is available at the Website. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

**8.3 Prohibition on Resale.** Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. For the avoidance of doubt, this prohibition includes Customer bundling the Services with any services or components of Customer that are then sold to end users of any kind.

**8.4 Monitoring.** Comcast shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that Comcast and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. Comcast reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Comcast’s sole discretion, is unacceptable, undesirable or in violation of this Agreement.

## **ARTICLE 9. MISCELLANEOUS TERMS**

**9.1 Force Majeure.** Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

**9.2 Assignment or Transfer.** Customer shall not assign any right, obligation, or duty, in whole or in part, nor any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. Any assignment in violation of this provision shall be deemed null and void. All obligations and duties of either party hereunder shall be binding on all successors-in-interest and permitted assigns of such party.

**9.3 Notices.** Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal\_Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

### **9.4 Amendments; Changes to the Agreement.**

**A.** The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify these General Terms and Conditions and the PSAs, and any related policies (including the AUP and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's

sole and exclusive remedy for any Revisions. Customer acknowledges and agrees that terms or conditions contained in any Customer purchase order or similar Customer order form (regardless of whether executed by Comcast), or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect. Without limitation to the foregoing, if (i) Customer requires Comcast to execute a Customer purchase order or other Customer order form for a Service or as a condition to receiving payment for the same and (ii) Comcast executes such purchase order or Customer order form, Customer acknowledges and agrees that (1) Comcast's execution is solely for the purpose of assisting Customer in satisfying its internal procurement requirements and (2) any terms and conditions contained in such purchase order or Customer order form shall be null and void and of no force or effect.

**B.** The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement's execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

**9.5 Tariffs.** Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable Sales Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

**9.6 Compliance with Laws.** Each of the Parties agrees to comply with all local, state and federal laws and regulations and



ordinances applicable to such Party in the performance of its respective rights and obligations under this Agreement.

**9.7 Consent to Communications from Comcast.**

Customer acknowledges and agrees that Comcast or third parties acting on Comcast's behalf may call or text Customer at any telephone number that Customer provides to Comcast or that Comcast issues to Customer, and may do so for any purpose relating to Customer's account and/or the Services to which Customer purchased. Customer expressly consents to receive such calls and texts and agree that these calls and texts are not unsolicited. Customer acknowledges and agrees that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. Customer may not opt-out of receiving certain communications pertaining to Customer's account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, and harm caused to the Network. Message frequency depends on Customer's activity with the Services. Message and/or data rates may apply.

**9.8 Entire Understanding; Construction; Survival; Headings; No Waiver.**

The Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

**9.9 Choice of Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Philadelphia, Pennsylvania and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury.

**9.10 No Third-Party Beneficiaries; Independent Contractors.** Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither

party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.

**9.11 Export Law and Regulation.** Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations and this Agreement.

MSA ID#: **GA-12611282-JRobe**SO ID#: **GA-12611282-JRobe-23683504**Account Name: **City of Augusta**

Item 3.

## CUSTOMER INFORMATION (for notices)

Primary Contact: Tameka Allen

Title: \_\_\_\_\_

Address 1: 535 Telfair St

Address 2: Bldg 2000

City: Augusta

State: GA

Zip: 30901

Phone: 7068212300

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: allen@augustaga.gov

Billing Account Name City of Augusta

Billing Name \_\_\_\_\_

(3rd Party Accounts) \_\_\_\_\_

Billing Contact: Tameka Allen

Title: Chief Information Officer

Phone: 7068212525

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: allen@augustaga.gov

INVOICE ADDRESS

Address 1: 535 Telfair St

Address 2: Bldg 2000

City: Augusta

State: GA

Zip Code: 30901

Tax Exempt: \_\_\_\_\_

\* If Yes, please provide and attach all applicable tax exemption certificates

## SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): **60**

## SUMMARY OF SERVICE CHARGES\*

Current Monthly Recurring Charges:	\$0.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
<b>Total Current Monthly Recurring Charges (all Services):</b>	<b>\$0.00</b>
Change Monthly Recurring Charges:	\$21,450.00
Change Trunk Services Monthly Recurring Charges:	\$0.00
<b>Change Monthly Recurring Charges (all Services):</b>	<b>\$21,450.00</b>
Total Monthly Recurring Charges:	\$21,450.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
<b>Total Monthly Recurring Charges (all Services):</b>	<b>\$21,450.00</b>

## SUMMARY OF STANDARD INSTALLATION FEES\*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
<b>Total Standard Installation Fees (all Services):</b>	<b>\$0.00</b>

## SUMMARY OF CUSTOM INSTALLATION FEES\*

<b>Total Custom Installation Fee:</b>	<b>\$0.00</b>
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## SUMMARY OF MONTHLY EQUIPMENT FEES\*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
<b>Current Equipment Fee Monthly Recurring Charges (All Services):</b>	<b>\$0.00</b>
Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
<b>Change Equipment Fee Monthly Recurring Charges (All Services):</b>	<b>\$0.00</b>
Total Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
<b>Total Equipment Fee Monthly Recurring Charges (All Services)</b>	<b>\$0.00</b>

\*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

## GENERAL COMMENTS

## AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

## COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

The Comcast Voice Services may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

## CUSTOMER USE ONLY (by authorized representative)

## COMCAST USE ONLY (by authorized representative)

Signature: _____	Signature: _____	Sales Rep: <b>Brady Henshaw</b>
Name: _____	Name: _____	Sales Rep E-Mail: <b>Brady_Henshaw@Comcast.com</b>
Title: _____	Title: _____	Region: <b>Big South</b>
Date: _____	Date: _____	Division: <b>Central</b>



COMCAST  
BUSINESS

## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

Short Description of Service:

City of Augusta new Fiber EDI Services

Service Term: 60 MONTHS

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Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	EDI - Network Interface - 10 / 100	1Port	Augusta Law Office / 535 Telfair St	-	Interstate	1	\$0.00	\$0.00
002	New	Add	EDI - Bandwidth	90 Mbps	Augusta Law Office / 535 Telfair St	-	Interstate	1	\$195.00	\$0.00
003	-	-	-	-	-	-	-	-	\$0.00	\$0.00
004	New	Add	EDI - Network Interface - 10 / 100	1Port	Augusta Regional Airport / 1501 Av	-	Interstate	1	\$0.00	\$0.00
005	New	Add	EDI - Bandwidth	90 Mbps	Augusta Regional Airport / 1501 Av	-	Interstate	1	\$195.00	\$0.00
006	-	-	-	-	-	-	-	-	\$0.00	\$0.00
007	New	Add	EDI - Network Interface - 10 / 100	1Port	Barton Village Community Center /	-	Interstate	1	\$0.00	\$0.00
008	New	Add	EDI - Bandwidth	90 Mbps	Barton Village Community Center /	-	Interstate	1	\$195.00	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	New	Add	EDI - Network Interface - 10 / 100	1Port	Central Services / 2760 Peach Orchard	-	Interstate	1	\$0.00	\$0.00
011	New	Add	EDI - Bandwidth	90 Mbps	Central Services / 2760 Peach Orchard	-	Interstate	1	\$195.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	New	Add	EDI - Network Interface - 10 / 100	1Port	Central Services - Magnolia Cemetery	-	Interstate	1	\$0.00	\$0.00
017	New	Add	EDI - Bandwidth	90 Mbps	Central Services - Magnolia Cemetery	-	Interstate	1	\$195.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	New	Add	EDI - Network Interface - 10 / 100	1Port	Central Services - Westview Cemetery	-	Interstate	1	\$0.00	\$0.00
020	New	Add	EDI - Bandwidth	90 Mbps	Central Services - Westview Cemetery	-	Interstate	1	\$195.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	New	Add	EDI - Network Interface - 10 / 100	1Port	CNG Plant / 3035 Tobacco Rd	-	Interstate	1	\$0.00	\$0.00
023	New	Add	EDI - Bandwidth	90 Mbps	CNG Plant / 3035 Tobacco Rd	-	Interstate	1	\$195.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	New	Add	EDI - Network Interface - 10 / 100	1Port	E911 (Training Room) / 911 Fourth St	-	Interstate	1	\$0.00	\$0.00
026	New	Add	EDI - Bandwidth	90 Mbps	E911 (Training Room) / 911 Fourth St	-	Interstate	1	\$195.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Administration / 3035 Tobacco Rd	-	Interstate	1	\$0.00	\$0.00
029	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Administration / 3035 Tobacco Rd	-	Interstate	1	\$195.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Investigation / 3035 Tobacco Rd	-	Interstate	1	\$0.00	\$0.00
032	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Investigation / 3035 Tobacco Rd	-	Interstate	1	\$195.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 1 / 1111 Peach Orchard	-	Interstate	1	\$0.00	\$0.00
035	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 1 / 1111 Peach Orchard	-	Interstate	1	\$195.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 10 / 1011 Peach Orchard	-	Interstate	1	\$0.00	\$0.00
038	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 10 / 1011 Peach Orchard	-	Interstate	1	\$195.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 11 / 1111 Peach Orchard	-	Interstate	1	\$0.00	\$0.00
041	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 11 / 1111 Peach Orchard	-	Interstate	1	\$195.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 12 / 1211 Peach Orchard	-	Interstate	1	\$0.00	\$0.00
044	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 12 / 1211 Peach Orchard	-	Interstate	1	\$195.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 13 / 1311 Peach Orchard	-	Interstate	1	\$0.00	\$0.00
047	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 13 / 1311 Peach Orchard	-	Interstate	1	\$195.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 14 / 1411 Peach Orchard	-	Interstate	1	\$0.00	\$0.00
050	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 14 / 1411 Peach Orchard	-	Interstate	1	\$195.00	\$0.00

\* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$3,120.00

\$0.00



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

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Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	-	-			-	-			\$0.00	\$0.00
052	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 15 /	-	Interstate	1	\$0.00	\$0.00
053	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 15 /	-	Interstate	1	\$195.00	\$0.00
054	-	-			-	-			\$0.00	\$0.00
055	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 16 /	-	Interstate	1	\$0.00	\$0.00
056	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 16 /	-	Interstate	1	\$195.00	\$0.00
057	-	-			-	-			\$0.00	\$0.00
058	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 17 /	-	Interstate	1	\$0.00	\$0.00
059	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 17 /	-	Interstate	1	\$195.00	\$0.00
060	-	-			-	-			\$0.00	\$0.00
061	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 18 /	-	Interstate	1	\$0.00	\$0.00
062	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 18 /	-	Interstate	1	\$195.00	\$0.00
063	-	-			-	-			\$0.00	\$0.00
064	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 19 /	-	Interstate	1	\$0.00	\$0.00
065	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 19 /	-	Interstate	1	\$195.00	\$0.00
066	-	-			-	-			\$0.00	\$0.00
067	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 2 / 1	-	Interstate	1	\$0.00	\$0.00
068	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 2 / 1	-	Interstate	1	\$195.00	\$0.00
069	-	-			-	-			\$0.00	\$0.00
070	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 4 / 1	-	Interstate	1	\$0.00	\$0.00
071	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 4 / 1	-	Interstate	1	\$195.00	\$0.00
072	-	-			-	-			\$0.00	\$0.00
073	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 5 / 1	-	Interstate	1	\$0.00	\$0.00
074	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 5 / 1	-	Interstate	1	\$195.00	\$0.00
075	-	-			-	-			\$0.00	\$0.00
076	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 6 / 2	-	Interstate	1	\$0.00	\$0.00
077	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 6 / 2	-	Interstate	1	\$195.00	\$0.00
078	-	-			-	-			\$0.00	\$0.00
079	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 7 / 2	-	Interstate	1	\$0.00	\$0.00
080	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 7 / 2	-	Interstate	1	\$195.00	\$0.00
081	-	-			-	-			\$0.00	\$0.00
082	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 8 / 1	-	Interstate	1	\$0.00	\$0.00
083	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 8 / 1	-	Interstate	1	\$195.00	\$0.00
084	-	-			-	-			\$0.00	\$0.00
085	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Fire Station 9 / 3	-	Interstate	1	\$0.00	\$0.00
086	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Fire Station 9 / 3	-	Interstate	1	\$195.00	\$0.00
087	-	-			-	-			\$0.00	\$0.00
088	New	Add	EDI - Network Interface - 10 / 100	1Port	Fire Department - Logistics Facility	-	Interstate	1	\$0.00	\$0.00
089	New	Add	EDI - Bandwidth	90 Mbps	Fire Department - Logistics Facility	-	Interstate	1	\$195.00	\$0.00
090	-	-			-	-			\$0.00	\$0.00
091	-	-			-	-			\$0.00	\$0.00
092	-	-			-	-			\$0.00	\$0.00
093	-	-			-	-			\$0.00	\$0.00
094	-	-			-	-			\$0.00	\$0.00
095	-	-			-	-			\$0.00	\$0.00
096	-	-			-	-			\$0.00	\$0.00
097	New	Add	EDI - Network Interface - 10 / 100	1Port	Information Technology - Municipal	-	Interstate	1	\$0.00	\$0.00
098	New	Add	EDI - Bandwidth	90 Mbps	Information Technology - Municipal	-	Interstate	1	\$195.00	\$0.00
099	-	-			-	-			\$0.00	\$0.00
100	New	Add	EDI - Network Interface - 10 / 100	1Port	Judicial Center WiFi (Room 126.0	-	Interstate	1	\$0.00	\$0.00
101	New	Add	EDI - Bandwidth	90 Mbps	Judicial Center WiFi (Room 126.0	-	Interstate	1	\$195.00	\$0.00
102	-	-			-	-			\$0.00	\$0.00

\* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 3 SUBTOTAL:

\$2,925.00

\$0.00



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

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Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
103	New	Add	EDI - Network Interface - 10 / 100	1Port	Marshall Sub Station Wifi / 3050 De	-	Interstate	1	\$0.00	\$0.00
104	New	Add	EDI - Bandwidth	90 Mbps	Marshall Sub Station Wifi / 3050 De	-	Interstate	1	\$195.00	\$0.00
105	-	-			-	-			\$0.00	\$0.00
106	-	-			-	-			\$0.00	\$0.00
107	-	-			-	-			\$0.00	\$0.00
108	-	-			-	-			\$0.00	\$0.00
109	New	Add	EDI - Network Interface - 10 / 100	1Port	Planning & Development SAT Office	-	Interstate	1	\$0.00	\$0.00
110	New	Add	EDI - Bandwidth	90 Mbps	Planning & Development SAT Office	-	Interstate	1	\$195.00	\$0.00
111	-	-			-	-			\$0.00	\$0.00
112	New	Add	EDI - Network Interface - 10 / 100	1Port	Planning and Development 3rd Fld	-	Interstate	1	\$0.00	\$0.00
113	New	Add	EDI - Bandwidth	90 Mbps	Planning and Development 3rd Fld	-	Interstate	1	\$195.00	\$0.00
114	-	-			-	-			\$0.00	\$0.00
115	-	-			-	-			\$0.00	\$0.00
116	-	-			-	-			\$0.00	\$0.00
117	-	-			-	-			\$0.00	\$0.00
118	New	Add	EDI - Network Interface - 10 / 100	1Port	Print Shop / 711 4th Street	-	Interstate	1	\$0.00	\$0.00
119	New	Add	EDI - Bandwidth	90 Mbps	Print Shop / 711 4th Street	-	Interstate	1	\$195.00	\$0.00
120	-	-			-	-			\$0.00	\$0.00
121	New	Add	EDI - Network Interface - 10 / 100	1Port	Public Defender / 902 Greene St	-	Interstate	1	\$0.00	\$0.00
122	New	Add	EDI - Bandwidth	90 Mbps	Public Defender / 902 Greene St	-	Interstate	1	\$195.00	\$0.00
123	-	-			-	-			\$0.00	\$0.00
124	-	-			-	-			\$0.00	\$0.00
125	-	-			-	-			\$0.00	\$0.00
126	-	-			-	-			\$0.00	\$0.00
127	New	Add	EDI - Network Interface - 10 / 100	1Port	RCCI GED Lab / 2314 Tabacco Ro	-	Interstate	1	\$0.00	\$0.00
128	New	Add	EDI - Bandwidth	90 Mbps	RCCI GED Lab / 2314 Tabacco Ro	-	Interstate	1	\$195.00	\$0.00
129	-	-			-	-			\$0.00	\$0.00
130	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks - Doughty Park	-	Interstate	1	\$0.00	\$0.00
131	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks - Doughty Park	-	Interstate	1	\$195.00	\$0.00
132	-	-			-	-			\$0.00	\$0.00
133	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks - Lake Olmstea	-	Interstate	1	\$0.00	\$0.00
134	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks - Lake Olmstea	-	Interstate	1	\$195.00	\$0.00
135	-	-			-	-			\$0.00	\$0.00
136	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Aquatic Center	-	Interstate	1	\$0.00	\$0.00
137	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Aquatic Center	-	Interstate	1	\$195.00	\$0.00
138	-	-			-	-			\$0.00	\$0.00
139	New	Add			-	-			\$0.00	\$0.00
140	New	Add			-	-			\$0.00	\$0.00
141	-	-			-	-			\$0.00	\$0.00
142	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Bernie Ward C	-	Interstate	1	\$0.00	\$0.00
143	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Bernie Ward C	-	Interstate	1	\$195.00	\$0.00
144	-	-			-	-			\$0.00	\$0.00
145	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Blythe Comm	-	Interstate	1	\$0.00	\$0.00
146	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Blythe Comm	-	Interstate	1	\$195.00	\$0.00
147	-	-			-	-			\$0.00	\$0.00
148	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Carie J. Mays	-	Interstate	1	\$0.00	\$0.00
149	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Carie J. Mays	-	Interstate	1	\$195.00	\$0.00
150	-	-			-	-			\$0.00	\$0.00
151	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Garrett Gymna	-	Interstate	1	\$0.00	\$0.00
152	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Garrett Gymna	-	Interstate	1	\$195.00	\$0.00
153	-	-			-	-			\$0.00	\$0.00

\* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$2,535.00

\$0.00



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

### SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

PAGE 4 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
154	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Henry Brigham	-	Interstate	1	\$0.00	\$0.00
155	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Henry Brigham	-	Interstate	1	\$195.00	\$0.00
156	-	-	-	-	-	-	-	-	\$0.00	\$0.00
157	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Julian Smith C	-	Interstate	1	\$0.00	\$0.00
158	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Julian Smith C	-	Interstate	1	\$195.00	\$0.00
159	-	-	-	-	-	-	-	-	\$0.00	\$0.00
160	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- May Park Cor	-	Interstate	1	\$0.00	\$0.00
161	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- May Park Cor	-	Interstate	1	\$195.00	\$0.00
162	-	-	-	-	-	-	-	-	\$0.00	\$0.00
163	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Mcbean Comm	-	Interstate	1	\$0.00	\$0.00
164	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Mcbean Comm	-	Interstate	1	\$195.00	\$0.00
165	-	-	-	-	-	-	-	-	\$0.00	\$0.00
166	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Mcduffie Wood	-	Interstate	1	\$0.00	\$0.00
167	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Mcduffie Wood	-	Interstate	1	\$195.00	\$0.00
168	-	-	-	-	-	-	-	-	\$0.00	\$0.00
169	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Newman Tenn	-	Interstate	1	\$0.00	\$0.00
170	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Newman Tenn	-	Interstate	1	\$195.00	\$0.00
171	-	-	-	-	-	-	-	-	\$0.00	\$0.00
172	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Riverwalk Spe	-	Interstate	1	\$0.00	\$0.00
173	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Riverwalk Spe	-	Interstate	1	\$195.00	\$0.00
174	-	-	-	-	-	-	-	-	\$0.00	\$0.00
175	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Riverwalk Spe	-	Interstate	1	\$0.00	\$0.00
176	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Riverwalk Spe	-	Interstate	1	\$195.00	\$0.00
177	-	-	-	-	-	-	-	-	\$0.00	\$0.00
178	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Sand Hills Par	-	Interstate	1	\$0.00	\$0.00
179	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Sand Hills Par	-	Interstate	1	\$195.00	\$0.00
180	-	-	-	-	-	-	-	-	\$0.00	\$0.00
181	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- The Boathous	-	Interstate	1	\$0.00	\$0.00
182	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- The Boathous	-	Interstate	1	\$195.00	\$0.00
183	-	-	-	-	-	-	-	-	\$0.00	\$0.00
184	New	Add	EDI - Network Interface - 10 / 100	1Port	Recreation & Parks- Warren Road	-	Interstate	1	\$0.00	\$0.00
185	New	Add	EDI - Bandwidth	90 Mbps	Recreation & Parks- Warren Road	-	Interstate	1	\$195.00	\$0.00
186	-	-	-	-	-	-	-	-	\$0.00	\$0.00
187	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Administration Bldg.	-	Interstate	1	\$0.00	\$0.00
188	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Administration Bldg.	-	Interstate	1	\$195.00	\$0.00
189	-	-	-	-	-	-	-	-	\$0.00	\$0.00
190	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Phinizy Visitation Bld	-	Interstate	1	\$0.00	\$0.00
191	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Phinizy Visitation Bld	-	Interstate	1	\$195.00	\$0.00
192	-	-	-	-	-	-	-	-	\$0.00	\$0.00
193	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Southside Sub Stati	-	Interstate	1	\$0.00	\$0.00
194	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Southside Sub Stati	-	Interstate	1	\$195.00	\$0.00
195	-	-	-	-	-	-	-	-	\$0.00	\$0.00
196	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Training Division / 20	-	Interstate	1	\$0.00	\$0.00
197	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Training Division / 20	-	Interstate	1	\$195.00	\$0.00
198	-	-	-	-	-	-	-	-	\$0.00	\$0.00
199	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Training Division / 20	-	Interstate	1	\$0.00	\$0.00
200	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Training Division / 20	-	Interstate	1	\$195.00	\$0.00
201	-	-	-	-	-	-	-	-	\$0.00	\$0.00
202	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Training EVOC / 20	-	Interstate	1	\$0.00	\$0.00
203	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Training EVOC / 20	-	Interstate	1	\$195.00	\$0.00
204	-	-	-	-	-	-	-	-	\$0.00	\$0.00

\* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$3,315.00

\$0.00



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

### SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

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Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
205	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Training K-9 / 2098	-	Interstate	1	\$0.00	\$0.00
206	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Training K-9 / 2098	-	Interstate	1	\$195.00	\$0.00
207	-	-	-	-	-	-	-	-	\$0.00	\$0.00
208	New	Add	EDI - Network Interface - 10 / 100	1Port	Sheriff Office - Training Myers Build	-	Interstate	1	\$0.00	\$0.00
209	New	Add	EDI - Bandwidth	90 Mbps	Sheriff Office - Training Myers Build	-	Interstate	1	\$195.00	\$0.00
210	-	-	-	-	-	-	-	-	\$0.00	\$0.00
211	New	Add	EDI - Network Interface - 10 / 100	1Port	Solid Waste Facility / 4330 Deans E	-	Interstate	1	\$0.00	\$0.00
212	New	Add	EDI - Bandwidth	90 Mbps	Solid Waste Facility / 4330 Deans E	-	Interstate	1	\$195.00	\$0.00
213	-	-	-	-	-	-	-	-	\$0.00	\$0.00
214	New	Add	EDI - Network Interface - 10 / 100	1Port	Tag Office Washington Road. / 281	-	Interstate	1	\$0.00	\$0.00
215	New	Add	EDI - Bandwidth	90 Mbps	Tag Office Washington Road. / 281	-	Interstate	1	\$195.00	\$0.00
216	-	-	-	-	-	-	-	-	\$0.00	\$0.00
217	-	-	-	-	-	-	-	-	\$0.00	\$0.00
218	-	-	-	-	-	-	-	-	\$0.00	\$0.00
219	-	-	-	-	-	-	-	-	\$0.00	\$0.00
220	New	Add	EDI - Network Interface - 10 / 100	1Port	Utilites Wylds Road Wifi / 1840 Wyl	-	Interstate	1	\$0.00	\$0.00
221	New	Add	EDI - Bandwidth	90 Mbps	Utilites Wylds Road Wifi / 1840 Wyl	-	Interstate	1	\$195.00	\$0.00
222	-	-	-	-	-	-	-	-	\$0.00	\$0.00
223	New	Add	EDI - Network Interface - 10 / 100	1Port	Utilities Admin / 452 Walker St.	-	Interstate	1	\$0.00	\$0.00
224	New	Add	EDI - Bandwidth	90 Mbps	Utilities Admin / 452 Walker St.	-	Interstate	1	\$195.00	\$0.00
225	-	-	-	-	-	-	-	-	\$0.00	\$0.00
226	New	Add	EDI - Network Interface - 10 / 100	1Port	Utilities and Tag Office Hwy 25 / 34	-	Interstate	1	\$0.00	\$0.00
227	New	Add	EDI - Bandwidth	90 Mbps	Utilities and Tag Office Hwy 25 / 34	-	Interstate	1	\$195.00	\$0.00
228	-	-	-	-	-	-	-	-	\$0.00	\$0.00
229	New	Add	EDI - Network Interface - 10 / 100	1Port	Utilities Metering Division Wylds Ro	-	Interstate	1	\$0.00	\$0.00
230	New	Add	EDI - Bandwidth	90 Mbps	Utilities Metering Division Wylds Ro	-	Interstate	1	\$195.00	\$0.00
231	-	-	-	-	-	-	-	-	\$0.00	\$0.00
232	New	Add	EDI - Network Interface - 10 / 100	1Port	Wellness Center / 535 Telfair Street	-	Interstate	1	\$0.00	\$0.00
233	New	Add	EDI - Bandwidth	90 Mbps	Wellness Center / 535 Telfair Street	-	Interstate	1	\$195.00	\$0.00
234	-	-	-	-	-	-	-	-	\$0.00	\$0.00
235	New	Add	EDI - Network Interface - 10 / 100	1Port	UGA AGRICULTURAL EXTENSION	-	Interstate	1	\$0.00	\$0.00
236	New	Add	EDI - Bandwidth	90 Mbps	UGA AGRICULTURAL EXTENSION	-	Interstate	1	\$195.00	\$0.00
237	-	-	-	-	-	-	-	-	\$0.00	\$0.00
238	New	Add	EDI - Network Interface - 10 / 100	1Port	Augusta Richmond County / 1568 E	-	Interstate	1	\$0.00	\$0.00
239	New	Add	EDI - Bandwidth	90 Mbps	Augusta Richmond County / 1568 E	-	Interstate	1	\$195.00	\$0.00
240	-	-	-	-	-	-	-	-	\$0.00	\$0.00
241	-	-	-	-	-	-	-	-	\$0.00	\$0.00
242	-	-	-	-	-	-	-	-	\$0.00	\$0.00
243	-	-	-	-	-	-	-	-	\$0.00	\$0.00
244	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND SHERRIFF OFFI / 17	-	Interstate	1	\$0.00	\$0.00
245	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND SHERRIFF OFFI / 17	-	Interstate	1	\$195.00	\$0.00
246	-	-	-	-	-	-	-	-	\$0.00	\$0.00
247	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA DEVELOPMENT D / 53	-	Interstate	1	\$0.00	\$0.00
248	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA DEVELOPMENT D / 53	-	Interstate	1	\$195.00	\$0.00
249	-	-	-	-	-	-	-	-	\$0.00	\$0.00
250	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND COUNTY SHERIFFS	-	Interstate	1	\$0.00	\$0.00
251	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND COUNTY SHERIFFS	-	Interstate	1	\$195.00	\$0.00
252	-	-	-	-	-	-	-	-	\$0.00	\$0.00
253	New	Add	EDI - Network Interface - 10 / 100	1Port	CHARLES B WEBSTER DETENTI	-	Interstate	1	\$0.00	\$0.00
254	New	Add	EDI - Bandwidth	90 Mbps	CHARLES B WEBSTER DETENTI	-	Interstate	1	\$195.00	\$0.00
255	-	-	-	-	-	-	-	-	\$0.00	\$0.00

\* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$2,925.00

\$0.00



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

### SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

PAGE 4 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
256	New	Add	EDI - Network Interface - 10 / 100	1Port	WEBSTER JAIL MUSTER RM / 19	-	Interstate	1	\$0.00	\$0.00
257	New	Add	EDI - Bandwidth	90 Mbps	WEBSTER JAIL MUSTER RM / 19	-	Interstate	1	\$195.00	\$0.00
258	-	-	-	-	-	-	-	-	\$0.00	\$0.00
259	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND RECREATION AND /	-	Interstate	1	\$0.00	\$0.00
260	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND RECREATION AND /	-	Interstate	1	\$195.00	\$0.00
261	-	-	-	-	-	-	-	-	\$0.00	\$0.00
262	New	Add	EDI - Network Interface - 10 / 100	1Port	FIRE STATION2 / 928 TELFAIR S	-	Interstate	1	\$0.00	\$0.00
263	New	Add	EDI - Bandwidth	90 Mbps	FIRE STATION2 / 928 TELFAIR S	-	Interstate	1	\$195.00	\$0.00
264	-	-	-	-	-	-	-	-	\$0.00	\$0.00
265	-	-	-	-	-	-	-	-	\$0.00	\$0.00
266	-	-	-	-	-	-	-	-	\$0.00	\$0.00
267	-	-	-	-	-	-	-	-	\$0.00	\$0.00
268	New	Add	EDI - Network Interface - 10 / 100	1Port	FIRE STATION 20 / 2820 OLD HIG	-	Interstate	1	\$0.00	\$0.00
269	New	Add	EDI - Bandwidth	90 Mbps	FIRE STATION 20 / 2820 OLD HIG	-	Interstate	1	\$195.00	\$0.00
270	-	-	-	-	-	-	-	-	\$0.00	\$0.00
271	New	Add	EDI - Network Interface - 10 / 100	1Port	COMM CTR JAMESTOWN / 3647	-	Interstate	1	\$0.00	\$0.00
272	New	Add	EDI - Bandwidth	90 Mbps	COMM CTR JAMESTOWN / 3647	-	Interstate	1	\$195.00	\$0.00
273	-	-	-	-	-	-	-	-	\$0.00	\$0.00
274	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA UTILITIES / 1840 WYL	-	Interstate	1	\$0.00	\$0.00
275	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA UTILITIES / 1840 WYL	-	Interstate	1	\$195.00	\$0.00
276	-	-	-	-	-	-	-	-	\$0.00	\$0.00
277	New	Add	EDI - Network Interface - 10 / 100	1Port	SHERIFF DEPARTMENT / 3431 M	-	Interstate	1	\$0.00	\$0.00
278	New	Add	EDI - Bandwidth	90 Mbps	SHERIFF DEPARTMENT / 3431 M	-	Interstate	1	\$195.00	\$0.00
279	-	-	-	-	-	-	-	-	\$0.00	\$0.00
280	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA TRANSIT COUNTY IT /	-	Interstate	1	\$0.00	\$0.00
281	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA TRANSIT COUNTY IT /	-	Interstate	1	\$195.00	\$0.00
282	-	-	-	-	-	-	-	-	\$0.00	\$0.00
283	New	Add	EDI - Network Interface - 10 / 100	1Port	BOARD OF ELECTIONS CITY OF	-	Interstate	1	\$0.00	\$0.00
284	New	Add	EDI - Bandwidth	90 Mbps	BOARD OF ELECTIONS CITY OF	-	Interstate	1	\$195.00	\$0.00
285	-	-	-	-	-	-	-	-	\$0.00	\$0.00
286	New	Add	EDI - Network Interface - 10 / 100	1Port	BOARD OF ELECTIONS CITY OF	-	Interstate	1	\$0.00	\$0.00
287	New	Add	EDI - Bandwidth	90 Mbps	BOARD OF ELECTIONS CITY OF	-	Interstate	1	\$195.00	\$0.00
288	-	-	-	-	-	-	-	-	\$0.00	\$0.00
289	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND COUNTY ENG / 2316	-	Interstate	1	\$0.00	\$0.00
290	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND COUNTY ENG / 2316	-	Interstate	1	\$195.00	\$0.00
291	-	-	-	-	-	-	-	-	\$0.00	\$0.00
292	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA ANIMAL SERVICES / 4	-	Interstate	1	\$0.00	\$0.00
293	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA ANIMAL SERVICES / 4	-	Interstate	1	\$195.00	\$0.00
294	-	-	-	-	-	-	-	-	\$0.00	\$0.00
295	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND CO RECREATION AD	-	Interstate	1	\$0.00	\$0.00
296	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND CO RECREATION AD	-	Interstate	1	\$195.00	\$0.00
297	-	-	-	-	-	-	-	-	\$0.00	\$0.00
298	-	-	-	-	-	-	-	-	\$0.00	\$0.00
299	-	-	-	-	-	-	-	-	\$0.00	\$0.00
300	-	-	-	-	-	-	-	-	\$0.00	\$0.00
301	New	Add	EDI - Network Interface - 10 / 100	1Port	UTILITY ADMINISTRATIO / 452 W	-	Interstate	1	\$0.00	\$0.00
302	New	Add	EDI - Bandwidth	90 Mbps	UTILITY ADMINISTRATIO / 452 W	-	Interstate	1	\$195.00	\$0.00
303	-	-	-	-	-	-	-	-	\$0.00	\$0.00
304	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA TRANSIT BUILDING / 2	-	Interstate	1	\$0.00	\$0.00
305	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA TRANSIT BUILDING / 2	-	Interstate	1	\$195.00	\$0.00
306	-	-	-	-	-	-	-	-	\$0.00	\$0.00

\* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$2,925.00

\$0.00



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

### SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504

PAGE 4 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
307	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA UTILITIES CUS / 3451	-	Interstate	1	\$0.00	\$0.00
308	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA UTILITIES CUS / 3451	-	Interstate	1	\$195.00	\$0.00
309	-	-	-	-	-	-	-	-	\$0.00	\$0.00
310	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND COUNTY / 3431 MIKE	-	Interstate	1	\$0.00	\$0.00
311	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND COUNTY / 3431 MIKE	-	Interstate	1	\$195.00	\$0.00
312	-	-	-	-	-	-	-	-	\$0.00	\$0.00
313	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA TRAFFIC ENGINEERING / 452 WA	-	Interstate	1	\$0.00	\$0.00
314	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA TRAFFIC ENGINEERING / 452 WA	-	Interstate	1	\$195.00	\$0.00
315	-	-	-	-	-	-	-	-	\$0.00	\$0.00
316	New	Add	EDI - Network Interface - 10 / 100	1Port	CENTRAL SERV DEPARTMENT / 402 WALTON	-	Interstate	1	\$0.00	\$0.00
317	New	Add	EDI - Bandwidth	90 Mbps	CENTRAL SERV DEPARTMENT / 402 WALTON	-	Interstate	1	\$195.00	\$0.00
318	-	-	-	-	-	-	-	-	\$0.00	\$0.00
319	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA AUGUSTA UTILI / 2819	-	Interstate	1	\$0.00	\$0.00
320	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA AUGUSTA UTILI / 2819	-	Interstate	1	\$195.00	\$0.00
321	-	-	-	-	-	-	-	-	\$0.00	\$0.00
322	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA TRAFFIC SIGNAL / 3414	-	Interstate	1	\$0.00	\$0.00
323	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA TRAFFIC SIGNAL / 3414	-	Interstate	1	\$195.00	\$0.00
324	-	-	-	-	-	-	-	-	\$0.00	\$0.00
325	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA REGIONAL AIRPORT / 402 WALTON	-	Interstate	1	\$0.00	\$0.00
326	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA REGIONAL AIRPORT / 402 WALTON	-	Interstate	1	\$195.00	\$0.00
327	-	-	-	-	-	-	-	-	\$0.00	\$0.00
328	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA AUGUSTA UTILI / 1731	-	Interstate	1	\$0.00	\$0.00
329	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA AUGUSTA UTILI / 1731	-	Interstate	1	\$195.00	\$0.00
330	-	-	-	-	-	-	-	-	\$0.00	\$0.00
331	New	Add	EDI - Network Interface - 10 / 100	1Port	TRAFFIC ENGINEERING / 452 WA	-	Interstate	1	\$0.00	\$0.00
332	New	Add	EDI - Bandwidth	90 Mbps	TRAFFIC ENGINEERING / 452 WA	-	Interstate	1	\$195.00	\$0.00
333	-	-	-	-	-	-	-	-	\$0.00	\$0.00
334	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA TRAFFIC SIGNAL / 4335	-	Interstate	1	\$0.00	\$0.00
335	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA TRAFFIC SIGNAL / 4335	-	Interstate	1	\$195.00	\$0.00
336	-	-	-	-	-	-	-	-	\$0.00	\$0.00
337	New	Add	EDI - Network Interface - 10 / 100	1Port	FACILITIES ENGINEERING / 452 WA	-	Interstate	1	\$0.00	\$0.00
338	New	Add	EDI - Bandwidth	90 Mbps	FACILITIES ENGINEERING / 452 WA	-	Interstate	1	\$195.00	\$0.00
339	-	-	-	-	-	-	-	-	\$0.00	\$0.00
340	New	Add	EDI - Network Interface - 10 / 100	1Port	CITY OF AUGUSTA / 402 WALTON	-	Interstate	1	\$0.00	\$0.00
341	New	Add	EDI - Bandwidth	90 Mbps	CITY OF AUGUSTA / 402 WALTON	-	Interstate	1	\$195.00	\$0.00
342	-	-	-	-	-	-	-	-	\$0.00	\$0.00
343	New	Add	EDI - Network Interface - 10 / 100	1Port	RICHMOND COUNTY FIRE D / 10	-	Interstate	1	\$0.00	\$0.00
344	New	Add	EDI - Bandwidth	90 Mbps	RICHMOND COUNTY FIRE D / 10	-	Interstate	1	\$195.00	\$0.00
345	-	-	-	-	-	-	-	-	\$0.00	\$0.00
346	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA SIGNAL GORDON / 37	-	Interstate	1	\$0.00	\$0.00
347	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA SIGNAL GORDON / 37	-	Interstate	1	\$195.00	\$0.00
348	-	-	-	-	-	-	-	-	\$0.00	\$0.00
349	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA SIGNAL HARP / 702 LA	-	Interstate	1	\$0.00	\$0.00
350	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA SIGNAL HARP / 702 LA	-	Interstate	1	\$195.00	\$0.00
351	-	-	-	-	-	-	-	-	\$0.00	\$0.00
352	New	Add	EDI - Network Interface - 10 / 100	1Port	MATTHEW HETRICK / 431 HALE	-	Interstate	1	\$0.00	\$0.00
353	New	Add	EDI - Bandwidth	90 Mbps	MATTHEW HETRICK / 431 HALE	-	Interstate	1	\$195.00	\$0.00
354	-	-	-	-	-	-	-	-	\$0.00	\$0.00
355	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA ENVIRONMENTAL / 711 S	-	Interstate	1	\$0.00	\$0.00
356	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA ENVIRONMENTAL / 711 S	-	Interstate	1	\$195.00	\$0.00
357	-	-	-	-	-	-	-	-	\$0.00	\$0.00

\* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$3,315.00

\$0.00



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

### SERVICES AND PRICING

Account Name: City of AugustaDate: 5/11/2023MSA ID#: GA-12611282-JRobeSO ID#: GA-12611282-JRobe-23683504**PAGE 4 of 7****Solution Charges**

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time	
358	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA FIRE DEPT 3 / 1099 R	-	Interstate	1	\$0.00	\$0.00	
359	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA FIRE DEPT 3 / 1099 R	-	Interstate	1	\$195.00	\$0.00	
360	-	-			-	-			\$0.00	\$0.00	
361	-	-			-	-			\$0.00	\$0.00	
362	-	-			-	-			\$0.00	\$0.00	
363	-	-			-	-			\$0.00	\$0.00	
364	New	Add	EDI - Network Interface - 10 / 100	1Port	AUGUSTA RESOURCES DEP / 53	-	Interstate	1	\$0.00	\$0.00	
365	New	Add	EDI - Bandwidth	90 Mbps	AUGUSTA RESOURCES DEP / 53	-	Interstate	1	\$195.00	\$0.00	
366	-	-			-	-			\$0.00	\$0.00	
367	-	-			-	-			\$0.00	\$0.00	
368	-	-			-	-			\$0.00	\$0.00	
369	-	-			-	-			\$0.00	\$0.00	
370	-	-			-	-			\$0.00	\$0.00	
371	-	-			-	-			\$0.00	\$0.00	
372	-	-			-	-			\$0.00	\$0.00	
373	-	-			-	-			\$0.00	\$0.00	
374	-	-			-	-			\$0.00	\$0.00	
375	-	-			-	-			\$0.00	\$0.00	
376	-	-			-	-			\$0.00	\$0.00	
377	-	-			-	-			\$0.00	\$0.00	
378	-	-			-	-			\$0.00	\$0.00	
379	-	-			-	-			\$0.00	\$0.00	
380	-	-			-	-			\$0.00	\$0.00	
381	-	-			-	-			\$0.00	\$0.00	
382	-	-			-	-			\$0.00	\$0.00	
383	-	-			-	-			\$0.00	\$0.00	
384	-	-			-	-			\$0.00	\$0.00	
385	-	-			-	-			\$0.00	\$0.00	
386	-	-			-	-			\$0.00	\$0.00	
387	-	-			-	-			\$0.00	\$0.00	
388	-	-			-	-			\$0.00	\$0.00	
389	-	-			-	-			\$0.00	\$0.00	
390	-	-			-	-			\$0.00	\$0.00	
391	-	-			-	-			\$0.00	\$0.00	
392	-	-			-	-			\$0.00	\$0.00	
393	-	-			-	-			\$0.00	\$0.00	
394	-	-			-	-			\$0.00	\$0.00	
395	-	-			-	-			\$0.00	\$0.00	
396	-	-			-	-			\$0.00	\$0.00	
397	-	-			-	-			\$0.00	\$0.00	
398	-	-			-	-			\$0.00	\$0.00	
399	-	-			-	-			\$0.00	\$0.00	
400	-	-			-	-			\$0.00	\$0.00	
401	-	-			-	-			\$0.00	\$0.00	
402	-	-			-	-			\$0.00	\$0.00	
403	-	-			-	-			\$0.00	\$0.00	
404	-	-			-	-			\$0.00	\$0.00	
405	-	-			-	-			\$0.00	\$0.00	
406	-	-			-	-			\$0.00	\$0.00	
407	-	-			-	-			\$0.00	\$0.00	
408	-	-			-	-			\$0.00	\$0.00	
* Services Location Details attached Charges are Exclusive of Equipment Fees									PAGE 4 SUBTOTAL:	\$390.00	\$0.00



COMCAST  
BUSINESS

## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023

MSA ID#: GA-12611282-JRobe

SO ID#: GA-12611282-JRobe-23683504

Account Name: City of Augusta

PAGE 5 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Augusta Law Office	535 Telfair St.	Building 3000	Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
2	Augusta Regional Airport	1501 Aviation Way		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
3	Barton Village Community Center	3653 Rome Way		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
4	Central Services	2760 Peach Orchard Rd		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
5	-							Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
6	Central Services - Magnolia	702 3rd Street		Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
7	Central Services - Westview	2051 Division Street		Augusta	GA	30904	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
8	CNG Plant	3035 Tobacco Rd		Augusta	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
9	E911 (Training Room)	911 Fourth Street		Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
10	Fire Department - Administration	3117 Dean Bridge Rd.		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
11	Fire Department - Fire Investigation	2615 Tobacco Road		Augusta	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
12	Fire Department - Fire Station 1	1 Broad Street		Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
13	Fire Department - Fire Station 10	1056 ALEXANDER DR		Augusta	GA	30909	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
14	Fire Department - Fire Station 12	2243 Old Savannah Road		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
15	Fire Department - Fire Station 13	1151 Hephzibah-McBean Road		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
16	Fire Department - Fire Station 14	2619 Lumpkin Road		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
17	Fire Department - Fire Station 15	3507 Highway 88		Blythe	GA	30805	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
18	Fire Department - Fire Station 16	1420 Flowing Wells Road	APT NET	Augusta	GA	30909	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
19	Fire Department - Fire Station 17	3446 Old Louisville Road	BLDG NET	Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
20	Fire Department - Fire Station 18	3705 Old Waynesboro Road	APT NET	Augusta	GA	30909	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
21	Fire Department - Fire Station 19	4185 Windsor Spring Road	APT NET	Hephzibah	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
22	Fire Department - Fire Station 20	1600 Brown Road	APT NET	Hephzibah	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
23	Fire Department - Fire Station 21	1425 Walton Way,	APT NET	Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
24	Fire Department - Fire Station 22	1866 Ellis Street,	APT NET	Augusta	GA	30904	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
25	Fire Department - Fire Station 23	1898 M.L.King Blvd,	APT NET	Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
26	Fire Department - Fire Station 24	2618 Richmond Hill Road,	UNIT A	Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
27	Fire Department - Fire Station 25	2917 Willis Forman Road,	APT NET	Augusta	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
28	Fire Department - Fire Station 26	1898 Highland Ave.	APT NET	Augusta	GA	30904	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
29	Fire Department - Fire Station 27	3507 Walton Way Ext,	APT A	Augusta	GA	30905	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
30	Fire Department - Logistics Facility	2615 Tobacco Rd.	OFC GARA	Hephzibah	GA	30815	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
31	-							Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
32	-							Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
33	Information Technology - Municipal Center	535 Telfair Street	Building 2000 - 1st Floor	Augusta	GA		\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
34	Judicial Center WiFi (Room 300)	735 James Brown Blvd.		Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
35	Marshall Sub Station WiFi	3050 Deans Bridge Rd		Augusta	GA	30906	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
36	-							Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
37	-							Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023

MSA ID#: GA-12611282-JRrobe

SO ID#: GA-12611282-JRrobe-23683504

Account Name: City of Augusta

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38	Planning and Development S	535 telfair Street	3rd Floor	Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
39	Planning and Development S	1803 Marvin Griffin		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
40	Print Shop	711 4th Street		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
41	Public Defender	902 Greene St		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
42	RCCI GED Lab	2314 Tabacco Road		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
43	Recreation & Parks - Dought	1200 Nellieville Road	OFC	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
44	Recreation & Parks - Lake Ol	3 Milledge Road		Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
45	Recreation & Parks- Aquatic	3157 Damascus Road.		Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
46	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
47	Recreation & Parks- Bernie Y	1941 Lumpkin Road		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
48	Recreation & Parks- Blythe C	3129 GA HIGHWAY 88		Blythe	GA	30805	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
49	Recreation & Parks- Carie J.	1014 11th Ave. 30901		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
50	Recreation & Parks- Garrett C	1110 Eisenhower Drive		Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
51	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
52	Recreation & Parks- Julian S	2200 Broad Street		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
53	Recreation & Parks- May Par	622 4th Street		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
54	Recreation & Parks- Mcbean	1155 Hephzibah Mcbean Rd		Hephzibah	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
55	Recreation & Parks- Moduffie	3431 Old Moduffie Road		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
56	Recreation & Parks- Newmar	3103 Wrightsboro Road		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
57	Recreation & Parks- Riverwa	836 Reynolds Street		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
58	Recreation & Parks- Riverwa	836 Reynolds Street		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
59	Recreation & Parks- Sand Hi	2540 Wheeler Road.		Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
60	Recreation & Parks- The Boa	101 Riverfront Drive		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
61	Recreation & Parks- Warren	300 Warren Road		Martinez	GA	30907	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
62	Sheriff Office - Administration	400 Walton Way	RM 147	Augusta	GA		\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
63	Sheriff Office - Phinizy Visita	1941 Phinizy Rd.	OFC VISIT	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
64	Sheriff Office - Southside Sui	3425 Mike Padgett Hwy		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
65	Sheriff Office - Training Divis	2098 Greenland Road	Bldg 5	Augusta	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
66	Sheriff Office - Training Divis	2098 Greenland Road ARMR		Augusta	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
67	Sheriff Office - Training EVO	2098 Greenland Road		Augusta	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
68	Sheriff Office - Training K-9	2098 Greenland Road		Augusta	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
69	Sheriff Office - Training Myer	2098 Greenland Road		Augusta	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
70	Solid Waste Facility	4330 Deans Bridge Rd.		Blythe	GA	30805	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
71	Tag Office Washington Road	2816 Washington Road	Suite 110	Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
72	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
73	Utilites Wylds Road Wifi	1840 Wylds Road		Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
74	Utilites Admin	452 Walker St.		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
75	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
76	Utilities Metering Division Wy	1832 Wylds Rd.		Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
77	Wellness Center	535 Telfair Street	Building 5000	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
78	UGA AGRICULTURAL EXTE	602 GREENE ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
79	Augusta Richmond County	1568 Broad St		Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
80	Henry Brigham Ctr	2463 GOLDEN CAMP RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023

MSA ID#:

GA-12611282-JRobe

SO ID#:

GA-12611282-JRobe-23683504

Account Name:

City of Augusta

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
81	RICHMOND SHERIFF OFF	117TH ST	STE C1	Augusta	GA	30901	\$0.00	Gary Hewett	(706) 564-7100	hewett@augustaga.gov	No
82	AUGUSTA DEVELOPMENT	535 TELFAIR ST	STE 300	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
83	RICHMOND COUNTY SHER	346 WATKINS ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
84	CHARLES B WEBSTER DE	1941 PHINIZY RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
85	WEBSTER JAIL MUSTER R	1941 PHINIZY RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
86	RICHMOND RECREATION	2027 LUMPKIN RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
87	FIRE STATION2	928 TELFAIR ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
88	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
89	FIRE STATION 20	2820 OLD HIGHWAY 1	OFC 1	Hephzibah	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
90	COMM CTR JAMESTOWN	3647 NEW KARLEEN RD		Hephzibah	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
91	AUGUSTA UTILITIES	1840 WYLDs RD	STE B	Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
92	SHERIFF DEPARTMENT	3431 MIKE PADGETT HWY		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
93	AUGUSTA TRANSIT COUN	2844 REGENCY BLVD	IT DEPT	Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
94	BOARD OF ELECTIONS CI	2029 LUMPKIN RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
95	BOARD OF ELECTIONS CI	2025 LUMPKIN RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
96	RICHMOND COUNTY ENG	2316 TOBACCO RD	BOTTOM	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
97	AUGUSTA ANIMAL SERVIC	4164 MACK LN	OFC	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
98	RICHMOND CO RECREATI	2027 LUMPKIN RD	OFC	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
99	SOUTH AU TAG OFFICE	3463 PEACH ORCHARD RD	STE A	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
100	UTILITY ADMINISTRATIO	452 WALKER ST	RM 102	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
101	AUGUSTA TRANSIT BUILD	2844 REGENCY BLVD		Augusta	GA	30904	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
102	AUGUSTA UTILITIES CUS	3451 PEACH ORCHARD RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
103	RICHMOND COUNTY	3431 MIKE PADGETT HWY	BLDG A	Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
104	AUGUSTA TRAFFIC ENGIN	535 TELFAIR ST	STE 2000	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
105	CENTRAL SERV DEPARTM	902 GREENE ST	OFC	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
106	AUGUSTA AUGUSTA UTILI	2819 CENTRAL AVE		Augusta	GA	30909	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
107	AUGUSTA TRAFFIC SIGNL	3414A MIKE PADGETT HWY		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
108	AUGUSTA REGIONAL AIRP	1502 HANGER RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
109	AUGUSTA AUGUSTA UTILI	1731 TOBACCO RD		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
110	TRAFFIC ENGINEERING	452 WALKER ST	STE 144	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
111	AUGUSTA TRAFFIC SIGNA	4335 WINDSOR SPRING RD		Hephzibah	GA	30815	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
112	FACILITIES ENGINEERING	452 WALKER ST	STE 200	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
113	CITY OF AUGUSTA	402 WALTON WAY		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
114	RICHMOND COUNTY FIRE	1099 REYNOLDS ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
115	AUGUSTA SIGNAL GORDO	3729 MIKE PADGETT HWY		Augusta	GA	30906	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
116	AUGUSTA SIGNAL HARP	702 LANEY WALKER BLVD EX		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
117	MATTHEW HETRICK	431 HALE ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
118	AUGSTA ENVIROMENTAL	711 SCOTT NIXON MEMORIAL		Martinez	GA	30907	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
119	AUGUSTA FIRE DEPT 3	1099 REYNOLDS ST		Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
120	-							Gary Hewett	7065647100	hewett@augustaga.gov	No
121	AUGUSTA RESOURCES DE	535 TELFAIR ST	BLDG 5000	Augusta	GA	30901	\$0.00	Gary Hewett	7065647100	hewett@augustaga.gov	No
122	-										
123	-										

**COMCAST  
BUSINESS****COMCAST ENTERPRISE SERVICES SALES ORDER FORM****SERVICE LOCATION DETAIL INFORMATION**

Date: 5/11/2023

MSA ID#:

GA-12611282-JRobe

SO ID#:

GA-12611282-JRobe-23683504

Account Name:

City of Augusta

**PAGE 6 of 7**

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
124	-										
125	-										
126	-										
127	-										
128	-										
129	-										
130	-										
131	-										
132	-										
133	-										
134	-										
135	-										
136	-										
137	-										
138	-										
139	-										
140	-										
141	-										
142	-										
143	-										
144	-										
145	-										
146	-										
147	-										
148	-										
149	-										
150	-										
151	-										
152	-										
153	-										
154	-										
155	-										
156	-										
157	-										
158	-										
159	-										
160	-										
161	-										
162	-										
163	-										
164	-										
165	-										
166	-										



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023

MSA ID#:

GA-12611282-JRobe

SO ID#:

GA-12611282-JRobe-23683504

Account Name:

City of Augusta

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
167	-										
168	-										
169	-										
170	-										
171	-										
172	-										
173	-										
174	-										
175	-										
176	-										
177	-										
178	-										
179	-										
180	-										
181	-										
182	-										
183	-										
184	-										
185	-										
186	-										
187	-										
188	-										
189	-										
190	-										
191	-										
192	-										
193	-										
194	-										
195	-										
196	-										
197	-										
198	-										
199	-										
200	-										
201	-										
202	-										
203	-										
204	-										
205	-										
206	-										
207	-										
208	-										
209	-										



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 5/11/2023

MSA ID#:

GA-12611282-JRobe

SO ID#:

GA-12611282-JRobe-23683504

Account Name:

City of Augusta

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
210	-										
211	-										
212	-										
213	-										
214	-										
215	-										
216	-										
217	-										
218	-										
219	-										
220	-										
221	-										
222	-										
223	-										
224	-										
225	-										
226	-										
227	-										
228	-										
229	-										
230	-										
231	-					-					
232	-					-					
233	-					-					
234	-					-					
235	-					-					
236	-					-					
237	-					-					
238	-					-					
239	-					-					
240	-					-					
241	-					-					
242	-					-					
243	-					-					
244	-					-					
245	-					-					
246	-					-					
247	-					-					
248	-					-					
249	-					-					
250	-					-					
251	-					-					
252	-					-					



COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 5/11/2023

MSA ID#: GA-12611282-JRobe

SO ID#: GA-12611282-JRobe-23683504

Account Name: City of Augusta

Service Term: 60 MONTHS

PAGE 7 of 7

Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 1 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Solution Charges		
																												Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees
1																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Page 7 Total:																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



### Meeting Name

Meeting Date: October 10, 2023

Approve contracts for continued utilization of existing fiber.

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<b>Department:</b>	Information Technology
<b>Presenter:</b>	Gary Hewett, Deputy CIO
<b>Caption:</b>	Motion to approve contracts for continued utilization of existing fiber.
<b>Background:</b>	Augusta Information Technology currently utilizes Comcast fiber to connect large Department/Offices to remote network resources. Approval of these contracts will allow Information Technology to provide connectivity that is necessary for continued operations.
<b>Analysis:</b>	Approval of these contracts will improve Information Technology's ability to restore services during outages. These contracts are also necessary to document the routing of existing fiber paths.
<b>Financial Impact:</b>	Funds are available in Information Technology's Operating Budget.
<b>Alternatives:</b>	Deny agenda item.
<b>Recommendation:</b>	Approve contracts for continued utilization of existing fiber.
<b>Funds are available in the following accounts:</b>	Funds are available in Information Technology's Operating Budget.
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**FIRST AMENDMENT**  
**to**  
**Dark Fiber Lease Agreement No. GA-BHens-080723-KA01**

**This First Amendment** ("Amendment") is concurrently entered into on September 18, 2023 ("Effective Date") in conjunction with the Dark Fiber Lease Agreement No. GA-BHens-080723-KA01 ("Agreement") by and between Comcast Cable Communications Management, LLC ("Comcast") and City of Augusta ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

**Whereas**, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

**Now, therefore**, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 4.2 of the Comcast Enterprise Dark Fiber Lease Agreement General Terms and Conditions ("General Terms and Conditions") is hereby revised to read as follows:

To the extent not prohibited by law, any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

2. Section 9.1 of the General Terms and Conditions is hereby revised to read as follows:

To the extent not prohibited by law, subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

- (i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and
- (ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

3. Section 10.1 of the General Terms and Conditions is hereby revised to read as follows:

Customer shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, General Liability Insurance, with competent and qualified issuing insurance companies, including the following coverages: Product Liability; Hazard of Premises/Operations (including explosion, collapse and underground coverages); Independent Contractors; Products and Completed Operations; Blanket Contractual Liability (covering the liability assumed in this Agreement); Personal Injury (including death); and Broad Form Property Damage in policy or policies of insurance such that the total available

limits to all insureds will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$2,000,000 aggregated for each annual period. Such insurance may be provided in policy or policies, primary and excess, including the so-called Umbrella or Catastrophe forms and each such policy shall be endorsed to show Company, its parent and affiliates and its and their directors, officers, agents, servants, employees and independent contractors as additional insureds. In addition, Customer shall maintain in effect, with insurance companies of recognized responsibility, at its own expense, (i) "All Risk" property insurance coverage with limits sufficient to cover the full replacement cost of the Facilities with no co-insurance, (ii) Business Interruption coverage on an actual loss sustained basis, and (iii) such other insurance as may be required by any applicable franchise and/or pole attachment or conduit license agreements, as applicable and naming Company as the loss payee. All policies required by this Section shall require the insurance companies to notify Company at least thirty (30) days prior to the effective date of any cancellation or material modification of such policies. Augusta, Georgia is a self-insured entity, and as such, to the extent allowable by law, this contract shall be covered by such self-insurance.

4. Section 16.1 of the General Terms and Conditions is hereby revised to read as follows:

Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law, including pursuant to Georgia Open Records Act found in O.C.G.A. 50-70-18, or governmental or quasi-governmental rule or regulation.

5. Section 19 of the General Terms and Conditions is hereby revised to read as follows:

Choice of Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Richmond County, Georgia and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury.

6. Section 28 of the General Terms and Conditions is hereby added to read as follows:

Non-Appropriation of Funds. In the event funds are not appropriated by the applicable federal and/or state agency during any fiscal period of the Service Term of Sales Order under Agreement No. GA-BHens-080723-KA01, such Sales Order may be terminated by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured, provided that (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Sales Order; and (b) Customer agrees it will not use non-appropriations as a means of terminating the

Sales Order in order to acquire functionally equivalent products or services from a third party . In the event Customer terminates the Sales Order under this provision, neither Party shall have any further obligation to the other Party with respect to such Sales Order, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered, for Comcast Equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of Customer under the Sales Order, all of which are to be paid by Customer to Comcast within thirty (30) days of the invoice date; provided, that, the amount of capital expenses owed by Customer shall be reduced by the total amount of non-recurring charges and monthly-recurring charges already paid to Comcast by Customer under the Sales Order at the time of termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for any fiscal period under the applicable Sales Order Service Term.

7. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question.
8. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

**City of Augusta****Comcast Cable Communications Management, LLC**

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

## Dark Fiber Lease Agreement

This Dark Fiber Lease Agreement (“Agreement”) is made on the 7th day of August 2023 (“Effective Date”) by and between Comcast Business Communications, LLC (“Company or Comcast”) with offices located at 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103 and City of Augusta (“Customer”), with offices located at 535 Telfair St., Bldg 2000, Augusta, GA 30901. Herein, the above shall be collectively referred to as the “Parties” and individually as “Party”.

Description of Facilities (“Facilities”) to be provided by Company to Customer:

Dark fiber strands as set forth in Schedule A attached hereto.

Term of Agreement (months): Sixty (60)	Agreement Number: GA-BHens-080723-KA01
Non-Recurring Charges (“NRC”): \$0.00	Monthly Recurring Charges (“MRC”): \$8,349.51
Any Additional Charges/Explanation:	
Number of Sites: Nineteen (19)	Facility Availability Date: On or after July 1, 2024
Notes / Comments:	
1. "Comcast agrees to delay billing/invoicing for one-hundred and twenty (120) days following service commencement for the Dark Fiber service identified herein, set forth by Agreement Number GA-BHens-080723-KA01."	
Salesperson: Brady Henshaw	Telephone Number: 770-313-2718
General Manager: Donald Pollard	Telephone Number: 470-214-8403
Customer Contact: Gary Hewett	Telephone Number: 706-821-2525

This Agreement sets forth the terms and conditions under which Comcast will provide the Facilities identified above to Customer. This Agreement consists of this document (“Cover Page”), the standard General Terms and Conditions attached hereto (“General Terms and Conditions”), and Schedule A, and any jointly executed amendments (“Amendments”), collectively referred to as the “Agreement.” In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon mutual execution of this Cover Page by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

By signing below, the Parties agree and accept the terms and conditions of this Agreement.

### City of Augusta

### Comcast Business Communications, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

## GENERAL TERMS AND CONDITIONS

### SECTION 1 - SCOPE

**1.1** Company will lease to Customer the strands of Company's multi-strand single mode fiber-optic cable (the "Facilities," which may be referenced herein as the "Services," but no service other than the provision and maintenance of these Facilities is provided under this agreement), which strands shall originate at the points and terminate to the Customer "Buildings" and at the prices as set forth in the attached Schedule A attached hereto. These strands and all related facilities and equipment are hereinafter referred to as the "Facilities." Customer agrees that it will light and immediately use all strands for its broadband needs. The Facilities are provisioned into each Building at the point of interconnection between the Comcast-owned Facilities and Customer's provided equipment located at Customer's Building ("Demarcation Point").

**1.2** The Facilities do not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

**1.3** Upon the request of Customer, Company will consider providing other facilities or services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

### SECTION 2 - INSTALLATION

**2.1** Customer, at no cost to Company, shall secure throughout the Term any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point.

**2.2** Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Facilities within each Building.

**2.3** Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of the Facilities. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

**2.4** If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Facilities in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

**2.5** Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

**2.6** Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Facilities shall be compatible with Comcast's other facilities, equipment, and services provided to itself or any other party (the "Network").

**2.7** Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Facilities and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Facilities or Network.

**2.8** At such time as Company completes installation of the connection of the Facilities and equipment, Company shall then notify Customer in writing that the Facilities are available for use and the date of such notice shall be the "Service Date." The current notice form is called the "Customer Site Service Acceptance Document" ("Acceptance Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

**2.9** Any other failure or refusal on the part of Customer to be ready to receive the Facilities shall not relieve Customer of its obligation to pay charges for any Facilities that would otherwise be available for use.

**2.10** **Customer-Provided Equipment (CPE).** Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Facilities must be fully compatible with the Facilities. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

### SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE FACILITIES

**3.1** The Facilities and all other portions of the Network are and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Facilities or Network, or exposes Company or the Facilities, Network, or any Company-provided equipment, or on the rights or title relating thereto, or any interest therein, to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties, and Company will promptly at its own expense take all actions necessary to remedy any violation of this provision.

**3.2** Company retains the right to remove the Facilities or Network including, but not limited to, those portions that are located in the Buildings. To the extent Company removes such portion of the Network; it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

**3.3** In accordance with the Federal Communications Commission's Order in FCC 99-216, released August 11, 1999, the Parties agree to the terms set forth in this section. All equipment located on Customer's premises installed or provided under this Agreement by Company is an integral component of the Facilities provided by Company and will only be used in connection therewith. All right, title, and interest in the Facilities and any other equipment or facility provided by Company shall, at all times, remain exclusively with the Company, shall not become a fixture to Customer's premises, and must be returned to Company at the conclusion of the Term (unless a new similar agreement has been executed or is being actively negotiated by both parties) in the condition in which it was received, subject to ordinary wear and tear. All rights of Customer to the Facilities shall cease and Company may, at its option, disconnect, terminate, remove or use the Facilities for any other purpose. Company may use such equipment and its Network in any lawful manner, including supporting its network or providing service to other customers and Customer will not sell, lease, assign nor encumber any equipment provided by Company. Company does not provide any option to Customer to purchase any such equipment. Customer agrees not to interfere with other customers' use of the Company services or equipment, including any Company equipment located on Customer's

Item 4.

premises. Customer represents and warrants that its internal communications systems, such as a Local Area Network ("LAN"), would continue to function if disconnected from the Company Network or disconnected from any on-premise equipment provided by Company.

#### SECTION 4 - COMPENSATION; PAYMENT

**4.1** The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Facilities are set forth in the attached Schedule A and on the first page of the Agreement. Upon the availability of Facilities, Company shall invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Facilities Availability Date is not the first day of the billing period, the first Recurring Charge shall also include the *prorated* in arrears charges for Services from date of installation to the date of first billing.

**4.2** Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

**4.3** Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate acceptable to Comcast prior to the Facility Availability Date, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of the Facilities, including all applicable right-of-way, franchise, pole attachment, pole rental and/or other permitting, rental or joint use fees in proportion to its activities hereunder. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Facilities, including, without limitation, charges to recover amounts that Company is permitted by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

**4.4** In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing the Facilities, Customer shall pay Company's additional costs of providing the Facilities under the new law, rule, regulation or judgment.

#### SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for sixty (60) months from the Facility Availability Date ("Term"). Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Term or the then current Renewal Term. Effective at any time after the end of the initial Term and from time to time therein, Company may modify the charges for the Facilities to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable lease of Facilities without further liability. Should Customer fail to cancel within this timeframe,

Customer will be deemed to have accepted the modified pricing remainder of the Renewal Term. Item 4.

#### SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

**6.1** Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Monthly Recurring Charges payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

**6.2** (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide access to the Facilities due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of payments due for Facilities actually provided.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

**6.3** In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

- (i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or
- (ii) Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.
- (iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

**6.4** The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

**6.5** In addition to the remedies set forth in Section 6.4 above; Company shall be entitled to Termination Charges for any Customer Default.

#### SECTION 7 – MAINTENANCE

**7.1** Maintenance consists of the repair or replacement, at Company's option, of any portion of the Facilities that is malfunctioning. Company will maintain the Facilities twenty-four (24) hours a day, seven (7) days per week, every day of the year. Company is responsible for the maintenance of the Facilities; provided, that, Customer may incur additional charges for maintenance (at Company's then-existing applicable rates for material and labor), if the maintenance is caused by the acts or omissions of the Customer. All maintenance and repair of the Facilities shall be performed by or under the direction of Company. Customer may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise

tamper with any of the Facilities or equipment installed by Company, except with the written consent of Company, which consent shall be at Company's sole discretion.

**7.2** In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

## **SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY**

**8.1 COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY COST OF SUBSTITUTE PRODUCT(S), FACILITIES, OR SERVICES, LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.**

**8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8.3** Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in any Facility or Service (individually or collectively, "Liability") shall be limited solely to 1/30<sup>th</sup> of the Monthly Recurring Charge for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability. Notwithstanding the foregoing, Company shall not be liable for such Credits if the event is caused in part by force majeure events or Customer's (or Customer's equipment's) actions or omissions.

**8.4** Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Facilities including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

**8.5** Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

## **SECTION 9 – INDEMNIFICATION**

*Item 4.*

**9.1** Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

**9.2** The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

## **SECTION 9A - USE POLICIES**

**9A.1** Customer agrees to ensure that all uses of the Facilities by Customer or by any other person ("user"), whether authorized by Customer or not, are legal, appropriate and compliant with all applicable rules, regulations, and orders of any governmental authority having jurisdiction over the Facilities, and this Agreement. Customer shall not use, or permit any other entity or person to use, the Facilities to provide internet access service, cable television service, telecommunications, or any other services to any third party, or any services to or from locations other than the locations set forth in Schedule A. Company reserves the right to act immediately and without notice to terminate or suspend all rights to use the Facilities if Company (i) determines that such use or information does not conform to the requirements set forth in this Agreement, or (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others. Company's action or inaction in enforcing the requirements of this Section shall not constitute review or approval of Customer's or any other users' use or information.

**9A.2 Violation.** Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all rights to access to the Facilities, without liability on the part of Company, and then to notify Customer of the

action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

## **SECTION 10 - INSURANCE**

**10.1** Customer shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, General Liability Insurance, with competent and qualified issuing insurance companies, including the following coverages: Product Liability; Hazard of Premises/Operations (including explosion, collapse and underground coverages); Independent Contractors; Products and Completed Operations; Blanket Contractual Liability (covering the liability assumed in this Agreement); Personal Injury (including death); and Broad Form Property Damage in policy or policies of insurance such that the total available limits to all insureds will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$2,000,000 aggregated for each annual period. Such insurance may be provided in policy or policies, primary and excess, including the so-called Umbrella or Catastrophe forms and each such policy shall be endorsed to show Company, its parent and affiliates and its and their directors, officers, agents, servants, employees and independent contractors as additional insureds. In addition, Customer shall maintain in effect, with insurance companies of recognized responsibility, at its own expense, (i) "All Risk" property insurance coverage with limits sufficient to cover the full replacement cost of the Facilities with no co-insurance, (ii) Business Interruption coverage on an actual loss sustained basis, and (iii) such other insurance as may be required by any applicable franchise and/or pole attachment or conduit license agreements, as applicable and naming Company as the loss payee. All policies required by this Section shall require the insurance companies to notify Company at least thirty (30) days prior to the effective date of any cancellation or material modification of such policies.

## **SECTION 11 - ASSIGNMENT**

**11.1** Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

**11.2** All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

## **SECTION 12 - FORCE MAJEURE**

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, condemnation of any part of the Network used to provide the Facilities or Services, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

## **SECTION 13 - SEVERABILITY**

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it

enforceable and effective to the maximum extent possible in effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired. Item 4.

## **SECTION 14 - THIRD-PARTY BENEFICIARIES**

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

## **SECTION 15 - INDEPENDENT CONTRACTORS**

**15.1** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

**15.2** The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

## **SECTION 16 - NONDISCLOSURE**

**16.1** Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

**16.2** Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties.

## **SECTION 16A - CUSTOMER PRIVACY POLICIES**

**16A.1** In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update



this policy from time to time, and such updates shall be deemed effective upon posting.

**16A.2 Privacy Note Regarding Information Provided to Third Parties:** Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

#### **SECTION 17 – NOTICES**

**17.1** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

**To Customer:**

Attn: Gary Hewett  
City of Augusta  
535 Telfair St., Bldg 2000  
Augusta, GA 30901

**To Company:**

Attn.: VP – Business Services  
Comcast Cable Communications Management, LLC  
1701 JFK Blvd / One Comcast Center  
Philadelphia, PA 19103

**With a copy to:**

Attn.: Cable Law Department - Operations  
Comcast Cable Communications, LLC.  
1701 JFK Blvd / One Comcast Center  
Philadelphia, PA 19103

#### **SECTION 18 - HEADINGS AND TITLES**

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

#### **SECTION 19 – CHOICE OF LAW**

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

#### **SECTION 20 - COMPLIANCE WITH LAWS**

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

#### **SECTION 21 - AMENDMENTS; NO WAIVER**

**21.1** This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

**21.2** No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

**21.3** No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

**21.4** Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

#### **SECTION 22 - SURVIVAL**

Provisions contained in this Agreement that by their sense and are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive. Item 4.

#### **SECTION 23 - FULLY INTEGRATED**

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

#### **SECTION 24 -INTERPRETATION OF AGREEMENT**

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

**SECTION 25 - RIGHT TO ENTER INTO CONTRACTS** Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

#### **SECTION 26 - REMEDIES CUMULATIVE**

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

#### **SECTION 27 - COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

MSA ID#: GA-BHens-080723-KA01

SO ID#: 24111784

Account Name: City of Augusta

CUSTOMER INFORMATION (for notices)		
Primary Contact: Gary Hewett	Billing Account Name City of Augusta	INVOICE ADDRESS
Title: Deputy CIO	Billing Name (3rd Party Accounts)	Address 1: 535 Telfair St
Address 1: 535 Telfair St	Billing Contact: Gary Hewett	Address 2: BLDG 2000
Address 2: BLDG 2000	Title: Deputy CIO	City: Augusta
City: Augusta	Phone: 7068212525	State: GA
State: GA	Cell:	Zip Code: 30901
Zip: 30901	Fax:	Tax Exempt: * If Yes, please provide and attach all applicable tax exemption certificates
Phone: 7068212525	Email: hewett@augustaga.gov	
Cell:		
Fax:		
Email: hewett@augustaga.gov		

SUMMARY OF CHARGES (Details on following pages)	
Service Term (Months): 60	
<b>SUMMARY OF SERVICE CHARGES*</b>	<b>SUMMARY OF STANDARD INSTALLATION FEES*</b>
Current Monthly Recurring Charges: \$0.00	Total Standard Installation Fees: \$0.00
Current Trunk Services Monthly Recurring Charges: \$0.00	Total Trunk Services Standard Installation Fees: \$0.00
<b>Total Monthly Recurring Charges (all Services): \$0.00</b>	<b>Total Standard Installation Fees (all Services): \$0.00</b>
Change Monthly Recurring Charges: \$8,349.51	<b>SUMMARY OF CUSTOM INSTALLATION FEES*</b>
Change Trunk Services Monthly Recurring Charges: \$0.00	Total Custom Installation Fee: \$0.00
<b>Change Monthly Recurring Charges (all Services): \$8,349.51</b>	
Total Monthly Recurring Charges: \$8,349.51	<b>SUMMARY OF MONTHLY EQUIPMENT FEES</b>
Total Trunk Services Monthly Recurring Charges: \$0.00	Current Equipment Fee Monthly Recurring Charges: \$0.00
<b>Total Monthly Recurring Charges (all Services): \$8,349.51</b>	Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
	<b>Current Equipment Fee Monthly Recurring Charges (All Services): \$0.00</b>
	Change Equipment Fee Monthly Recurring Charges: \$0.00
	Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
	<b>Change Equipment Fee Monthly Recurring Charges (All Services): \$0.00</b>
	Total Equipment Fee Monthly Recurring Charges: \$0.00
	Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00
	<b>Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00</b>

\*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service.

GENERAL COMMENTS

AGREEMENT															
<p>This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <a href="http://business.comcast.com/enterprise-terms-of-service">http://business.comcast.com/enterprise-terms-of-service</a>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.</p> <p><b>E911 ACKNOWLEDGEMENT</b></p> <p>Comcast Business Class Voice and Trunking Service ("Voice Services") may have the E911 limitations specified below:</p> <ul style="list-style-type: none"><li>• In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allow sufficient time for a Registered Service Location change to be processed may also increase these risks.</li><li>• Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.</li><li>• The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.</li><li>• If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.</li></ul> <p>BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES</p> <p>By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.</p> <table><thead><tr><th>CUSTOMER USE ONLY (by authorized representative)</th><th colspan="2">COMCAST USE ONLY (by authorized representative)</th></tr></thead><tbody><tr><td>Signature:</td><td>Signature:</td><td>Sales Rep: Brady Henshaw</td></tr><tr><td>Name:</td><td>Name:</td><td>Sales Rep E-Mail: brady_henshaw@comcast.com</td></tr><tr><td>Title:</td><td>Title:</td><td>Region: Atlanta</td></tr><tr><td>Date:</td><td>Date:</td><td>Division: Central</td></tr></tbody></table>	CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)		Signature:	Signature:	Sales Rep: Brady Henshaw	Name:	Name:	Sales Rep E-Mail: brady_henshaw@comcast.com	Title:	Title:	Region: Atlanta	Date:	Date:	Division: Central
CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)														
Signature:	Signature:	Sales Rep: Brady Henshaw													
Name:	Name:	Sales Rep E-Mail: brady_henshaw@comcast.com													
Title:	Title:	Region: Atlanta													
Date:	Date:	Division: Central													



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICES AND PRICING

Account Name: **City of Augusta**Date: **8/7/2023**MSA ID#: **GA-BHens-080723-KA01**SO ID#: **24111784**

Short Description of Service:

Converting existing non billing dark fiber requesting 60 month term

Service Term: **60 MONTHS**

PAGE 2

### Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Fourth Street / 911 4th St	Interstate	1	\$642.27	\$0.00
002	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Reynolds St / 1099 Reynolds St	Interstate	1	\$642.27	\$0.00
003	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Augusta State Farmers Market / 1150	Interstate	1	\$642.27	\$0.00
004	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Augusta Utilities-Facilities Maintenan	Interstate	1	\$642.27	\$0.00
005	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Central Services / 2760 Peach Orchar	Interstate	1	\$642.27	\$0.00
006	New	Add	Dark Fiber Primary Route		IT Building / 535 Telfair St	Willis Dr / 2110 Willis Dr	Interstate	1	\$642.27	\$0.00
007	New	Add	Dark Fiber Primary Route		Augusta Utilities-Facilities Mainten	2803 Wrightsboro Rd. / 2803 Wrightst	Interstate	1	\$642.27	\$0.00
008	New	Add	Dark Fiber Primary Route		Augusta Regional Airport / 1501 Av	1820 Doug Barnard Pky / 1820 Doug B	Interstate	1	\$642.27	\$0.00
009	New	Add	Dark Fiber Primary Route		Central Services / 2760 Peach Orc	Augusta Regional Airport / 1501 Aviat	Interstate	1	\$642.27	\$0.00
010	New	Add	Dark Fiber Primary Route		Central Services / 2760 Peach Orc	1945 Phinizy Rd. / 1945 Phinizy Rd.	Interstate	1	\$642.27	\$0.00
011	New	Add	Dark Fiber Primary Route		Central Services / 2760 Peach Orc	1815 Marvin Griffin Rd. / 1815 Marvin	Interstate	1	\$642.27	\$0.00
012	New	Add	Dark Fiber Primary Route		Central Services / 2760 Peach Orc	2314 Tobacco Road / 2314 Tobacco R	Interstate	1	\$642.27	\$0.00
013	New	Add	Dark Fiber Primary Route		Central Services / 2760 Peach Orc	2027 Lumpkin Rd. / 2027 Lumpkin Rd.	Interstate	1	\$642.27	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

\* Services Location Details attached

PAGE 2 SUBTOTAL:

\$8,349.51

\$0.00



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICE LOCATION DETAIL INFORMATION

Date: 8/7/2023

MSA ID#:

GA-BHens-080723-KA01

SO ID#:

24111784

Account Name:

City of Augusta

## PAGE 3

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	IT Building	535 Telfair St	Bldg 2000	Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
2	Augusta Utilities-Facilities M	2822 Central Ave		Augusta	GA	30909	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
3	Augusta Regional Airport	1501 Aviation Way		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
4	Central Services	2760 Peach Orchard Rd.		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
5	Fourth Street	911 4th St		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
6	May Park Community Center	622 4th St		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
7	Reynolds St	1099 Reynolds St		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
8	Tenth Street	1 10th Street		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
9	Richmond Cnty District Atty	501 Greene Street		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
10	Augusta State Farmers Mark	1150 Fifth Street		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
11	Walton Way	324 Walton Way		Augusta	GA	30901	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
12	Fenwick St	1539 Fenwick Street		Augusta	GA	30904	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
13	Willis Dr	2110 Willis Dr.		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
14	2803 Wrightsboro Rd.	2803 Wrightsboro Rd.		Augusta	GA	30909	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
15	1820 Doug Barnard Pky	1820 Doug Barnard Pky		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
16	1945 Phinizy Rd.	1945 Phinizy Rd.		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
17	1815 Marvin Griffin Rd.	1815 Marvin Griffin Rd.		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
18	2314 Tobacco Road	2314 Tobacco Road		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
19	2027 Lumpkin Rd.	2027 Lumpkin Rd.		Augusta	GA	30906	\$0.00	Gary Hewett		hewett@augustaga.gov	Yes
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## Public Safety Committee

Meeting Date: October 10, 2023

Richmond County Juvenile Court 2023 BOOST Grant

<b>Department:</b>	Juvenile Court
<b>Presenter:</b>	Nolan Martin, Superior Court Administrator
<b>Caption:</b>	Motion to approve the acceptance of a \$40,000 Delinquency Prevention Grant from the Criminal Justice Coordinating Council.
<b>Background:</b>	The Richmond County Juvenile Court's CHINS program was awarded a \$40,000 grant to provide funding for the implementation of evidence-based programs and prevention strategies to youth who are first time offenders, diverted from the juvenile justice system, or charged with a status offense and identified as at-risk.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**[EXTERNAL] Award Notification: Delinquency Prevention Grant Program**

Haley Mckinney <haley.mckinney@cjcc.ga.gov>

Wed 9/27/2023 2:57 PM

To:DaCara Brown <DBrown@augustaga.gov>

Cc:Chelsea Benson <chelsea.benson@cjcc.ga.gov>

Good Afternoon,

Congratulations. It's my pleasure to inform you that the Criminal Justice Coordinating Council has awarded Augusta-Richmond County \$40,000 as part of the FY24 Delinquency Prevention Grant Program (DP2). We will be sending a separate email containing the award packet in the coming weeks, instructions on how to submit the packet, and additional guidance regarding budgets next week. Additionally, Chelsea and I will be reaching out soon to go over the project proposal as well as budget.

Thank you for your dedication to helping our youth and we look forward to continue working with you all!

**Haley Dunn-McKinney**

Planning and Policy Development Specialist II, Juvenile Justice

[Criminal Justice Coordinating Council](#)

104 Marietta St. NW, Suite 440, Atlanta, GA 30303

O: 404.657.1956 | D: 404.654.1781

**[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]**

## AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

### Proposal Project No. Project Title

PR000445 JUVENILE FFY21 Delinquency Prevention 2 (CHINS)

The Delinquency Prevention Grants Program provides funding for the implementation of evidence-based programs and prevention strategies to youth who are first time offenders, diverted from the juvenile justice system, or charged with a status offense and identified as at-risk.

NO EEO Dept. Required.

NO Local Match Required.

Start Date: 10/01/2023

End Date: 09/30/2024

Submit Date: 07/10/2023

Department: 022

Juvenile Court

Cash Match?

N

Total Budgeted Amount: 40,000.00

Total Funding Agency:

40,000.00

Total Cash Match:

0.00

Sponsor: GM0014  
Sponsor Type: SPT  
Purpose: 2

Criminal Justice Coord Co

State Pass Through Federal

Serve Comm Juvenile Cts

Flow Thru ID: GM0012 Criminal Justice Coord Co

### Contacts

Type	ID	Name	Phone
I	GMI025	DaCara Brown	(706)821-4261

### Approvals

Type	By	Date
FA	D. CRAIG	07/10/2023

Dept. Signature:

Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



## Public Safety Committee

Meeting Date: 10/10/23

### Prefabricated Modular Dog Kennels

<b>Department:</b>	Animal Services
<b>Presenter:</b>	James H. Hill III, Animal Services Director
<b>Caption:</b>	Motion to award Bid Item #23-203 Prefab Modular Dog Kennels to Horizon Structures, in the amount of \$164,588.21.
<b>Background:</b>	Our current animal shelter was constructed in 2003. It was constructed without the foresight of allowing the dogs to have equal access to an inside and outside environment. The prefabricated dog kennels will allow our adoption dogs to enjoy access to inside/outside dog runs while also providing them separation from the stray animal population within the shelter. This will result in better enrichment and healthier dogs for the citizens of Augusta to adopt.
<b>Analysis:</b>	The purchase of the pre-fab kennels will provide a more enriched experience for our adoption dogs while they wait to be adopted by a loving family. By adding 24 additional kennels it also frees up additional kennel runs in our main building which will allow better kennel space management. A bid was let and we received 1 compliant bid which was within budget.
<b>Financial Impact:</b>	\$164,588.21
<b>Alternatives:</b>	None available at this time.
<b>Recommendation:</b>	Approve the motion
<b>Funds are available in the following accounts:</b>	Site Improvements 272039110/54-12110
<b><u>REVIEWED AND APPROVED BY:</u></b>	James H. Hill III



## Invitation to Bid

Item 6.

Sealed bids will be received at this office until **Wednesday, September 6, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **820 2823 4761**; Passcode: **680429** for furnishing:

### **Bid Item #23-203      Prefab Modular Dog Kennels for Augusta, GA – Animal Services Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARcbid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

**A Pre-Bid Conference will be held on Monday, August 21, 2023 @ 10:00 a.m. Via Zoom Meeting ID: 841 0103 2295; Passcode: 477678. There will be an optional site visit Tuesday, August 22, 2023; please contact James Hill @ 706-790-6836 in advance.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Wednesday, August 23, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor.

*Invitation for bids and specifications.* An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
Attn: Geri A. Sams, Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      July 27, 2023 and August 3, 10, 17, 2023  
Metro Courier          July 27, 2023

Revised: 2/19/2016



**Bid Opening: Bid Item #23-203 Prefab Modular Dog Kennels  
for Augusta, GA – Animal Services Department  
Bid Date: Wednesday, September 6, 2023 @ 11:00 a.m. via ZOOM**

**Total Number Specifications Mailed Out: 11  
Total Number Specifications Download (Demandstar): 66  
Total Electronic Notifications (Demandstar): 3  
Georgia Procurement Registry: 614  
Pre-Proposal Conference Attendees: N/A  
Total Packages Submitted: 2  
Total Noncompliant: 1**

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Price
Horizon Structures 5075 Lower Valley Road Atglen, PA 19310	Yes	Yes	1442946	Yes	\$164,588.21
Trailside Structures, LLC. 88 Airstrip Drive Mill Hall, PA 17751	Yes	No - Non Complaint	No - Non Compliant	Yes	\$185,077.00



James H. Hill III  
Director

Crystal Eskola  
Deputy Director

ANIMAL SERVICES

# Memo

**To:** Geri A. Sams, Director of Procurement

**From:** James H. Hill III, Animal Services Director

**Date:** 9/11/23

**Re:** Recommendation of Award

Please be advised that I am recommending award of Bid Item #23-203 Prefab Modular Dog Kennels to Horizon Structures, in response to their bid submittal for the 24x60 prefab modular dog kennels. The bid came in at a total cost of \$164,588.21.

Respectfully,

A handwritten signature in blue ink, appearing to read "James H. Hill III".

James H. Hill III, Animal Services Director

**ZOOK CABINS**  
5075 LOWER VALEY RD, SUITE B  
ATGLEN, PA 19310

**STOLTZFUS STRUCTURES, LLC**  
5075 LOWER VALLEY ROAD  
ATGLEN, PA 19310

**HORIZON STRUCTURES, LLC**  
5075 LOWER VALLEY RD.  
ATGLEN, PA 19310

**TITAN STEEL STRUCTURES**  
1280 SW 36<sup>TH</sup> AVE., SUITE 102  
POMPANO BEACH, FL 33069

**GATOR KENNELS, LLC**  
1828 E 1ST STREET  
LOVELAND, CO 80537

**BIRD-IN-HAND PET STRUCTURES**  
470 MILLWOOD RD  
WILLOW STREET, PA 17584

**K9KENNELSTORE**  
833 WEST 27<sup>TH</sup> STREET  
OGDEN, UT 84401

**TRAILSIDE STRUCTURES LLC.**  
88 AIRSTRIP DRIVE  
MILL HALL, PENNSYLVANIA 17751

**THE BARN RAISER**  
3850 RTE 9W  
HIGHLAND, NY 12528

**TRUE WOOD BUILDERS**  
663 KENNEDY ST.  
HONEY BROOK, PA 19344

**TIGER STRUCTURES**  
29915 THREE NOTCH RD.  
CHARLOTTE HALL, MD 20622

**James Hill**  
Animal Services Department

**Phyllis Johnson**  
Compliance Department

**Bid Item #23-203**  
Pre-Fab Modular Dog Kennels  
For Augusta, GA - Animal Services Dep  
Bid Due: Wed. 09/06/23 @ 11:00 A.M.

**Bid Item #23-203**  
Pre-Fab Modular Dog Kennels  
For Augusta, GA - Animal Services Dep  
Mailed out 07/27/23

WILDLIFE CONTROL SUPPLIES LLC 2023-07-28	ff.shaw@wildlifecontrolsupplies.com Shaw, Jeff	N	NOM
WORLD PRECISION INSTRUMENTS INC 2023-07-28	ashleyl@wpiinc.com Lazo, Ashley	N	NOM
Wayne Frier home center of Dothan LLC 2023-07-28	cornbread386@yahoo.com Williams, Mark	N	NOM
Weeks Grp LLC 2023-07-28	aaron@weeksgrp.com Weeks, Aaron	N	NOM
YOUNG CONTRACTING SE INC 2023-07-28	rthomas@youngcontracting.com YOUNG8215, YOUNG8215	N	NOM
iCrown Consulting LLC 2023-07-28	info@icrownconsulting.com Chisholm, Sanandia	N	NOM
larry l mccord 2023-07-28	llmccord@comcast.net MCCORD, LARRY	Y	AFA
mr Fix It 30121 LLC 2023-07-28	mrfixit30121@yahoo.com Roney, Amy	Y	AFA
rand construction corporation 2023-07-28	agriffin@randcc.com Griffin, Anna	N	NOM
tranish llc 2023-07-28	tranishllc@ymail.com preyer, tracy	N	NOM

ETHNIC GROUP	COUNT
African American	23
Asian American	1
Native American	1
Hispanic/Latino	2
Pacific Island/American	1
Non Minority	311
Not Classified	0
Total Number of Vendors	339
Total Number of Contacts	614

PR\_bid\_email\_list

[Bid Details](#)

[Audit Trail](#)

[Watchers List](#)

[Planholders](#)

[Postbid Viewers](#)

[Broadcast History](#)

# Planholders

Add Supplier

Export To Excel

## Supplier (3)

Supplier 71

Download Date

Dodge Data

07/29/2023

Muns Services, LLC

07/28/2023

Onvia, Inc. - Content Department

07/28/2023

Add Supplier

## Supplier Details

**Supplier Name** Dodge Data  
**Contact Name** Bonny Mangold  
**Address** 4300 Beltway Place, Ste 150 ,  
Arlington, TX 76018  
**Email** dodge.docs@construction.com  
**Phone Number** 413-376-7032

## Documents

Filename	Type	Action
23-203_ITB	Bid Document / Specifications	<a href="#">View</a> <a href="#">History</a>
23-203_ADD1	Addendum	<a href="#">View</a> <a href="#">History</a>



## Public Safety Committee Meeting

Meeting Date: October 10, 2023

Vendor Award RFP 23-195 Baseline Annual Physicals & Pre-Employment Medical Exams

<b>Department:</b>	Fire
<b>Presenter:</b>	Antonio Burden, Fire Chief/EMA Director
<b>Caption:</b>	Motion to award RFP 23-195 Baseline Annual Physicals & Pre-Employment Medical Exams for Augusta Fire Department to University Health Services, Inc. and authorize the mayor to sign all appropriate documentation. The recommendation of award is for a three (3) year contract with an option to extend for two (2) additional one (1) year terms.
<b>Background:</b>	The Augusta Fire Department and Procurement Department have concluded the RFP evaluation process for RFP 23-195 Baseline Annual Physicals & Pre-Employment Medical Exams for Augusta Fire Department. Two vendors responded. University Health Services, Inc. was the most responsive bidder within the allocated budget and had the highest cumulative score in the RFP evaluation.
<b>Analysis:</b>	Currently, the Augusta Fire Department has uniformed staff of 349. The Augusta Fire Department provides professional fire suppression, disaster mitigation, and emergency medical services to a culturally diverse population of 200,000. The Department also provides a regional Urban Search and Rescue Team for both natural and manmade disaster responses. These uniformed personnel must undergo rigorous testing to qualify for employment and must maintain a high level of physical and mental fitness. Job requirements are unique to the fire service and job stresses are constant. Uniformed personnel have a need for a wide spectrum of medical services that must be provided by professionals acquainted with the duties, working conditions, mental and physical demands of the job, as well as the hours and expectations associated with the provision of preventative and emergency medical.
<b>Financial Impact:</b>	\$155,000
<b>Alternatives:</b>	None at this time
<b>Recommendation:</b>	Approve the motion to award RFP 23-195 Baseline Annual Physicals & Pre-Employment Medical Exams for Augusta Fire Department to University Health Services, Inc. and authorize the mayor to sign all appropriate documentation.
<b>Funds are available in the following accounts:</b>	274034110-5212110

**REVIEWED AND**  
**APPROVED BY:**

Antonio Burden, Fire Chief/EMA Director

*Item 7.*



## Request for Proposals

Request for Proposals will be received at this office until **Tuesday, May 23, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **823 1116 6681**; Passcode: **030788** for furnishing:

### **RFP Item #23-195 Baseline Annual & Pre-Employment Medical Exam for Augusta, GA – Fire Department**

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**Pre-Proposal Conference will be held on Monday, May 8, 2023 @ 2:00 p.m. Via Zoom Meeting ID: 837 5121 9675; Passcode: 072321.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, May 9, 2023, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.**

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

***Request for proposals (RFP) and specifications.*** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**


**Augusta Procurement Department**  
**Attn: Geri A. Sams, Director of Procurement**  
**535 Telfair Street, Room 605**  
**Augusta, GA 30901**  
**Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      April 13, 20, 27, 2023, and May 4, 2023  
Metro Courier          April 13, 2023

Revised: 3/22/21



RFP Item# 23-195 Baseline Annual & Pre-Employment Medical Exam  
for Augusta, GA –Fire Department  
RFP Due: Tuesday, May 23, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 18  
Total Number Specifications Download (Demandstar): \_\_  
Total Electronic Notifications (Demandstar): \_\_  
Georgia Procurement Registry: 884  
Total packages submitted: 2  
Total Noncompliant: 0

VENDORS	Attachment B	E-Verify #	Save Form	Original 1	Copies 7	Fee Proposal
University Health Services, Inc. 2260 Wrightsboro Road Augusta, GA 30904	Yes	53835	Yes	Yes	Yes	Yes
Center for Occupational Medicine, LLC 2215 Tobacco Rd., Suite F Augusta, GA 30906	Yes	332120	Yes	Yes	Yes	Yes



RFP Item# 23-195 Baseline Annual & Pre-Employment Medical Exam  
for Augusta, GA –Fire Department  
Evaluation Date: Monday, June 12, 2023 @ 3:00 p.m. via ZOOM

Item 7.

Vendors			University Health Services, Inc. 2260 Wrightsboro Road Augusta, GA 30904	Center for Occupational Medicine, LLC 2215 Tobacco Rd., Suite F Augusta, GA 30906		University Health Services, Inc. 2260 Wrightsboro Road Augusta, GA 30904	Center for Occupational Medicine, LLC 2215 Tobacco Rd., Suite F Augusta, GA 30906
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)			Weighted Scores	
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)				
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS		PASS	PASS
2. Qualifications & Experience	(0-5)	15	5.0	3.5		75.0	52.5
3. Organization & Approach	(0-5)	10	4.5	3.5	45.0	35.0	
Scope of Services (40 points) Provide details on your approach to the Scope of Services (Section III) to include your organizations experience in the following item: a)Experienced Board Certified in occupational medicine, internal medicine specializing in fields relevant to the fire service such as occupational toxicology, industrial hygiene, epidemiology, infectious disease, pulmonary, cardiology, critical care, orthopedics, and/or emergency medicine. b) Has a thorough knowledge of job-related activities, physical demands of the occupation and stresses associated with firefighting including: •In-depth knowledge regarding fire service specific medical assessments in accordance with the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative, the Firefighter Life Safety Initiative, and NFPA 1582 Standards. •Understands the various Fire Service Job Analyses, has remained current on medical literature pertaining to fire service-related issues, and conducts ongoing research related to firefighter’s health, safety, and fitness. •Demonstrates knowledge of local, state, and federal laws as well as the roles of labor and management relating to occupational medicine, health, and safety. c) Access to other professionals/specialists to expedite referrals for additional, optional, or other services as needed. D) Identified the location of the Proposer’s office that will serve this contract and the clinic site(s) where the exams will be performed. Stated ability to provide the facility and equipment for services listed in RFP E) Identified the location of the Proposer’s office that will serve this contract and the clinic site(s) where the exams will be performed. Stated ability to provide the facility and equipment for services listed in RFP f) Acknowledged that contract is a time sensitive, annual program that will run for a period of three years. g) Confirmed, in writing, that at no time will any individual’s information, data, written or verbal, be released or shared with any City Department, City Employee, and/or any other medical provider without written authorization by the patient. In addition, must request authorization to transfer or destroy any or all the medical records/information in writing to firefighter and the Fire Chief at least 30 days in advance.	(0-5)	35	4.5	3.5	157.5	122.5	

5. Financial Stability	(0-5)	5	4.5	4.5		22.5	22.5
6. References	(0-5)	5	5.0	5.0		25.0	25.0
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)							
Within Richmond County	5	10	5.0	5.0		50.0	50.0
Within CSRA	5	6				0.0	0.0
Within Georgia	5	4				0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2			0.0	0.0	
• All Others	5	1			0.0	0.0	
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 400)			28.5	25.0		375.0	307.5
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
8. Presentation by Team	(0-5)	10				0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5				0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration	
Lowest Fees	5	10	5.0			50.0	0.0
Second	5	6		5.0		0.0	30.0
Third	5	4				0.0	0.0
Forth	5	2			0.0	0.0	
Fifth	5	1			0.0	0.0	
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0		50.0	30.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
Total Cumulative Score (Maximum point is 525)			33.5	30.0		425.0	337.5
Internal Use Only							
Evaluator: Cumulative Date: 6/12/23  Procurement Department Representative: _____ Nancy Williams _____ Procurement Department Completion Date: 6/12/23							

**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

AUG 25 '23 PM12:08

August 24, 2023

Ms. Geri Sams, Procurement Director

Ref: RFP 23-195 Baseline Annual & Pre-Employment Medical Exam  
For Fire Department

Dear Ms. Sams:

The Fire Department entered into contract negotiations with University Health Services, Inc. for RFP 23-195 Baseline Annual & Pre-Employment Medical Exam. We have received and reviewed University Health Services' best and final offer and find it acceptable. At this time, we would like to recommend awarding RFP 23-195 to University Health Services, Inc.

Please proceed with the vendor notification. If you have questions or require further information, do not hesitate to contact me at 706-821-2933.

Sincerely,

A handwritten signature in black ink, appearing to read "Antonio Burden", written over a horizontal line.

Antonio Burden  
Fire Chief/EMA Director

**PIEDMONT OCCUPATIONAL HEALTH  
3121 PEACH ORCHARD RD., #201  
AUGUSTA, GA 30906**

**AUGUSTA UNIVERSITY MEDICAL CENTER  
1120 15<sup>TH</sup> ST.  
AUGUSTA, GA 30912**

**DOCTOR'S HOSPITAL  
3651 WHEELER RD.  
AUGUSTA, GA 30909**

**TRINITY HOSPITAL OF AUGUSTA  
2260 WRIGHTSBORO ROAD  
AUGUSTA, GA 30904-4726**

**DOCTORS HOSPITAL/DHA OCC. MED.  
ATN: TERRIE BRADFORD  
2215 TOBACCO ROAD, SUITE F  
AUGUSTA, GA 30906**

**AUGUSTA UNIVERSITY  
ATTN: JAMES HAWKINS  
987 ST. SEBASTIAN WAY, EC-4348  
AUGUSTA, GA 30912**

**SOUTHERN FAMILY MEDICAL CENTER  
3736 MIKE PADGETT HWY #A  
AUGUSTA, GA 30906**

**NOVA MEDICAL CENTERS  
3205 DEANS BRIDGE ROAD #9  
AUGUSTA, GA 30906**

**CENTER FOR OCCUPATIONAL  
MEDICINE  
2215 TOBACCO RD.  
AUGUSTA, GA 30906**

**PIEDMONT OCCUPATIONAL HEALTH  
2260 WRIGHTSBORO RD.  
AUGUSTA, GA 30904**

**TREASURE COAST MEDICAL  
ASSOCIATES  
3405 NW FEDERAL HIGHWAY  
JENSEN BEACH, FL 34957**

**CENTER FOR PRIMARY CARE  
3614 J DEWEY GRAY CIRCLE  
AUGUSTA, GA 30909**

**EAST GEORGIA INTERNAL MEDICINE  
811 13<sup>TH</sup> STREET  
AUGUSTA, GA 30901**

**MEDICAL ASSOCIATES PLUS  
2467 GOLDEN CAMP RD.  
AUGUSTA, GA 30906**

**UNIVERSITY MEDICAL GROUP  
PRIMARY CARE  
820 SAINT SEBASTIAN WAY  
AUGUSTA, GA 30901**

**AU MEDICAL CENTER  
818 SAINT SEBASTIAN WAY  
AUGUSTA, GA 30901**

**MAINSTREET FAMILY CARE  
3910 WASHINGTON RD., SUITE B  
AUGUSTA, GA 30907**

**PROMPT CARE-UNIVERSITY MEDICAL  
CENTER  
925 MEIGS ST., APT. 101  
AUGUSTA, GA 30904**

**ANTONIO BURDEN  
AUGUSTA FIRE DEPARTMENT**

**LEA RIGDON  
AUGUSTA FIRE DEPARTMENT**

**PHYLLIS JOHNSON  
COMPLIANCE DEPARTMENT**

**RFP Item# 23-195 Baseline Annual & Pre  
Employment Medical Exam  
For Augusta, GA- Fire Department  
RFP Due: Tuesday, 5/23/23 @ 11:00 A.M.**

**RFP Item# 17-196 Baseline Annual & Pre  
Employment Medical Exam  
For Augusta, GA Fire Department  
Mailed: Thursday, 4/13/23**

Yaritza Rivera Serrano 2023-04-13	ilingualpediatricslp@gmail.com Rivera Serrano, Yaritza	N	NOM
Zenith Advisory LLC 2023-04-13	shub@zenithadvisory.us Virk, Shub	N	NOM
bttech consulting inc 2023-04-13	chrismoghalu@hotmail.com moghalu, christopher	N	NOM
eMed Labs LLC 2023-04-13	tara@emed.com Daley, Tara	N	NOM
eMed Labs LLC 2023-04-13	will.shulleeta@emed.com Shulleeta, Will		
iHealth Labs. Inc 2023-04-13	tianyang.liu@ihealthlabs.com Liu, Tianyang	N	NOM
longview international technology soluti 2023-04-13	gjohnson@lts.com Johnson, Gary	N	NOM
quality clinical laboratory consultants 2023-04-13	TANISHA@QCLC-LLC.COM TAYLOR-BURNETTE, TANISHA	N	NOM

ETHNIC GROUP	COUNT
African American	50
Asian American	14
Native American	4
Hispanic/Latino	3
Pacific Island/American	1
Non Minority	411
Not Classified	0
Total Number of Vendors	483
Total Number of Contacts	884

[PR\\_bid\\_email\\_list](#)

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## Planholders

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### Supplier (6)

**Supplier** ⇅

**Download Date**

DocGo Inc.	05/04/2023
Employers Choice Online Inc.	04/21/2023
JLUL LOGISTICS LLC	04/13/2023
Life Scan Wellness Centers	04/13/2023
MainStreet Urgent Care	04/17/2023
Onvia, Inc. - Content Department	04/13/2023

[Add Supplier](#)

### Supplier Details

<b>Supplier Name</b>	DocGo Inc.
<b>Contact Name</b>	Andrea Morris
<b>Address</b>	35 W 35th St., 6th Flr. 6, New York, NY 10001
<b>Email</b>	andrea.morris@docgo.com
<b>Phone Number</b>	347-831-8068

### Documents

Filename	Type	Action
23-195_RFP	Bid Document / Specifications	<a href="#">View History</a>



## **FYI: Process Regarding Request for Proposals**

### **Sec. 1-10-51. Request for proposals.**

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

### **Sec. 1-10-52. Sealed proposals.**

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
  - (4) The quality of performance on previous contracts;
  - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
  - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
  - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
  - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
  - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
  - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



## Commission Meeting

October 3, 2023

Webster Detention Center conditions and treatment of inmates

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Discussion concerning facility conditions and treatment of inmates at the Charles B. Webster Determine Center. <b>(Requested by Commissioner Catherine McKnight)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

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**From:** Catherine McKnight <catherinesmithmcknight@yahoo.com>  
**Sent:** Tuesday, August 22, 2023 1:44 PM  
**To:** Lena Bonner  
**Subject:** [EXTERNAL] Public Safety Agenda Item

Ms Bonner,

I would like to place on the Public Safety Committee a discussion concerning facility conditions and treatment of inmates at the Charles B. Webster Determine Center.

Respectfully,

Commissioner McKnight

[Sent from Yahoo Mail for iPhone](#)

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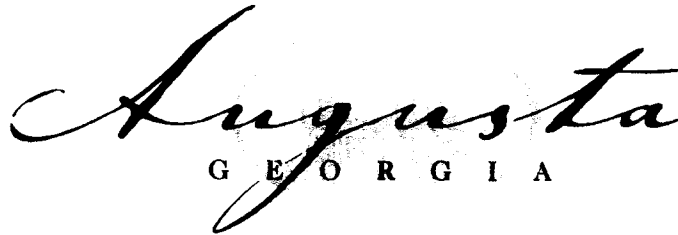
## Public Safety Committee

October 10, 2023

### Minutes

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to approve the minutes of the Public Safety Committee held on September 12, 2023.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**PUBLIC SAFETY COMMITTEE MEETING MINUTES**

Commission Chamber

Tuesday, September 12, 2023

1:10 PM

**PUBLIC SAFETY**

**PRESENT**

Mayor Garnett Johnson

Commissioner Catherine Smith-McKnight

Commissioner Bobby Williams

Commissioner Brandon Garrett

**ABSENT**

Commissioner Alvin Mason

1. Motion to approve VitalCore Health Strategies, LLC for the Richmond County Sheriff's Office Inmate Medical Contract pending execution of contract by the Mayor. The requested motion will be for a three (3) year contract with an option to extend for two (2) additional one (1) year terms.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

2. **Dr. Donna Marain** regarding conditions at the jail and suggest examining the courts in the rightsizing plan.

It was the consensus of the committee that this item be received as information without objection.

3. Motion to approve the minutes of the Public Safety Committee held on August 8, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.







### Public Safety Committee Meeting

Meeting Date: October 10, 2023

Approve honorary name designation of Rev Dr Kenneth B Martin Way St to a portion of Florence St

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<b>Department:</b>	Information Technology
<b>Presenter:</b>	Evelyn Chanti, Information Technology GIS Manager
<b>Caption:</b>	Approve assigning the honorary name designation of Rev Dr Kenneth B Martin Way to the 1400 Block of Florence Street.
<b>Background:</b>	Commissioner Francine Scott initiated a request for an honorary road name designation for the 1400 Block of Florence Street, between Augusta Ave and Blount Ave.
<b>Analysis:</b>	<p>Rev. Dr Kenneth B Martin served as Senior Pastor at Antioch Baptist Church (ABC) for 37 dedicated years. He is the longest serving pastor of ABC and thorough his faith, leadership, and vision, the ABC has been able to establish 30 ministries to include housing, energy assistance, transportation to name few. ABC is located at 1454 Florence Street.</p> <p>Recently, Senator Jon Ossoff commended and recognized Rev Martin for his service to the Augusta Community and the State of Georgia via a Press Release dated July 21, 2023.</p> <p>Living status: living.</p>
<b>Financial Impact:</b>	One road sign to be placed at the intersection of Florence St and Augusta Ave.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve assigning the honorary designation of Rev Dr Kenneth B Martin Way.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## GIS- HonoraryRoadNamingForm



IT-GIS Division  
Honorary Road Naming Request

Click [here](#) for general guidelines

Honorary Designations allow citizens the opportunity to honor people that have made significant contributions to the Augusta Richmond County community. Honorary designations can be made in memory of an individual. Honorary road names will be displayed for a ten (10) year period. The sign will then be turned over to the individual that applied for the naming, unless renewed. IT-GIS will only accept a maximum of ten (10) designations per calendar year. Road designations will be determined on a case by case basis

## Applicant Information

Date *	10/5/2023		
Applicant *	Francine Scott		
Property Owner/Other *	<input type="checkbox"/> Property Owner		
	<input checked="" type="checkbox"/> Other		
Other	Commissioner		
Mailing Address *	Street Address		
	535 Telfair St		
	Address Line 2		
	City	State / Province / Region	
	Augusta	GA	
	Postal / Zip Code	Country	
	30901	USA	
Phone Number *	706-564-8712		
Email *	cscott2@augustaga.gov		

## Request Information

Type Of Request *	<input checked="" type="checkbox"/> Honorary Name Addition
Road Ownership *	<input checked="" type="checkbox"/> Public
	<input type="checkbox"/> Private
	<input type="checkbox"/> State

**Current Road Name\*** Florence Street

**Proposed Honorary Road Name\*** Rev Dr Kenneth B Martin Way

**A) Alternate Honorary Road Name**

**Number of Honorary Road Name Signs\*** 1

### Location Of Road

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**Point of Beginning** Augusta Ave

**Point of Ending** Blount Ave

### Reason For Proposed Request

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**Reason For Request** Rev. Martin served as Senior Pastor at Antioch Baptist Church (ABC) for 37 dedicated years. He is the longest serving pastor of ABC and thorough his faith, leadership, and vision, the ABC has been able to establish 30 ministries to include housing, energy assistance, transportation to name few.

Recently, Senator Jon Ossoff commended and recognized Rev Martin for his service to the Augusta Community and the State of Georgia (click on link below).

I along with District 1 Commissioner Jordan Johnson would like to present the Honorary Road Sign to Rev. Martin at the 153rd Annual Session of the General Missionary Baptist Church President's Gala on Monday, November 13th.

<https://www.ossoff.senate.gov/press-releases/sen-ossoff-commends-antioch-baptist-church-pastor-rev-kenneth-martin-on-his-retirement/>





Honorary Road Name Sign  
Rev. Dr. Kenneth B. Martin  
Way

Florence St

Antioch Baptist  
Church

Augusta Ave

Brown St

Blount Ave

Perry Ave



Item 10.

Augusta, GA Disclaimer: The data represented on this map has been compiled by the best method available. Accuracy is contingent upon the source information as compiled by various agencies departments both internal and external to the consolidated government of Augusta, GA. August and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these or data for any reason without the written consent of the Augusta-Richmond County Commission.

10/5/2016  
cham6



**From:** [Lena Bonner](#)  
**To:** [Evelyn Chanti](#)  
**Cc:** [Commissioner Francine Scott](#); [Commissioner Jordan Johnson](#); [Tameka Allen](#); [Natasha L. McFarley](#)  
**Subject:** FW: Honorary Road Street Designation- Rev. Dr. Kenneth B. Martin  
**Date:** Thursday, October 5, 2023 9:50:13 AM  
**Importance:** High

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Good morning Evelyn,

Commissioner Francine Scott would like to request an Honorary Rd Street. Designation for Reverend Dr. Kenneth B. Martin.

Please find details regarding the designation below and let's know what needs to be done to meet the crucial timeline for getting this accomplished.

As always, we appreciate your continued cooperative assistance.

Best regards

*Lena J. Bonner*  
*Clerk of Commission*  
*Office of the Clerk of Commission*  
*535 Telfair Street*  
*Augusta, GA 30901*  
*(706) 821-1820 - Office*  
*(706) 821-1838 - Office Fax*

**From:** Commissioner Francine Scott <CScott2@augustaga.gov>  
**Sent:** Wednesday, October 4, 2023 10:32 PM  
**To:** Lena Bonner <lbonner@augustaga.gov>  
**Cc:** Commissioner Jordan Johnson <CJohnson4@augustaga.gov>  
**Subject:** Honorary Road Street Designation- Rev. Dr. Kenneth B. Martin

Ms. Bonner,

I am requesting the above-mentioned subject to be place on the agenda.

This is a request to have part of 1400 Block of Florence Street be a honorary street designation as: Rev. Dr. Kenneth B. Martin Way

Rev. Martin served as Senior Pastor at Antioch Baptist Church (ABC) for 37 dedicated years. He is the longest serving pastor of ABC and thorough his faith, leadership, and vision, the ABC has been able to establish 30 ministries to include housing, energy assistance, transportation to name few.

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