

AGREEMENT BETWEEN OWNER AND CONTRACTOR

STATE OF GEORGIA
COUNTY OF BEN HILL

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR (this "Agreement"), made and entered into this ____ day of _____, 2024, by and between Ben Hill County, Georgia, by and through its Board of Commissioners (hereinafter "Owner"), and American Detention Services, LLC, with offices in Decatur, Alabama (hereinafter "Contractor").

WHEREAS, Owner owns the Ben Hill County Detention Center located at P. O. Box 1863 Decatur Alabama.

WHEREAS, Owner desires to contract with Contractor for the replacement of its control center and detention locks at the Ben Hill County Detention Center; and

WHEREAS, both parties have determined it is in their respective best interests to enter into this Agreement.

NOW, THEREFORE, for and in the consideration of the mutual promises contained herein and for other goods and value consideration, the parties do hereby agree as follows:

1. Contractor's Responsibilities.

- (a) Control System. Contractor will furnish and install a new control system at the Ben Hill County Detention Center to replace Owner's existing MTI control system. Contractor will remove Owner's existing control system and replace it with a new industrial PLC control system and HDMI monitor. The new control system will be operable via a wireless mouse. The new operator screen for the control system will be substantially similar to Owner's existing control panel. Group and emergency release will be included.

The new control system will control and monitor a total of seventy (70) swing doors, two (2) roll-up doors, one (1) slide gate, twenty-two (22) lighting relays, one hundred twenty (120) intercom stations, sixteen (16) remote door control stations, and four (4) duress buttons. Thus, a total of two hundred thirty-five (235) field devices will be controllable by the new control system.

This new control system shall include the following material:

- A) One (1) 32" Color HDMI Monitor
- B) One (1) Industrial Solid State PC

- C) One (1) HMI Software Package
- D) One (1) Wireless Mouse and Keyboard
- E) One (1) Pro 3000 PLC Controller and I/O (as needed)
- F) One (1) Modular Intercom System (up to 120 IC Call Stations)
- G) Two (2) APC SMT2200 UPS for the Control System
- H) one (1) APC SMT1500 UPS for the PC and Monitor

Contractor will provide a secure industrial internet VPN for remote trouble shooting and upkeep of the control system.

- (b) Detention Locks. Contractor will replace Owner's detention locks at the Ben Hill County Detention Center as follows:

Contractor will furnish and install seventy (70) Willo Wedge Surface Mount Locks (34 for the keyed, one-side cell doors; 36 for keyed two-side corridor and pod doors). The Willo Wedge Locking System will consist of Southern Steel #10120 locks and will include:

- A) Magnetic Door Position Switch
- B) Integrated Recessed Hand Pull
- C) Patented Gripper
- D) LED Light
- E) Southern Steel Mogul Keys (3 keys each and 6 codes)
- F) Powder Coated Housing
- G) Clean-Out Port

Contractor will furnish and install three (3) Southern Steel #1051M maximum security swing door locks for keyed, two-side doors with six keys at the Detention Center's front door, and two fire doors.

Contractor will furnish and install two hundred forty (240) detention grade stainless steel hinges for all detention grade doors in the detention center.

Contractor will furnish and install forty (40) Southern Steel #1010A-1 deadbolt food pass locks on food passes throughout the detention center to replace the existing snap latch locks. Six keys will be included.

Contractor will furnish and install three (3) Southern Steel # 1 070A keyed one side slam locks for the medical area holding cells, with six (6) keys.

- (c) Clarifications.

- A) Contractor is responsible for all labor and materials, as described above. This Agreement does not include any materials or services that are not stated herein.
- B) No additional finish paint is included.
- C) Contractor will not provide any new components or parts for existing sliding device operators.
- D) Contractor will use its reasonable best efforts to perform the services with multiple mobilizations and during normal daytime business hours.

2. Owner's Responsibilities.

- (a) Owner shall pay Contractor \$784,000.00 dollars in exchange for the products and services provided under this Agreement. The total amount is due and payable on a Progressive Billing basis.
 - (b) Owner will provide power and a water source at the work location.
 - (c) Owner is responsible for performing or causing to be performed any offsite debris disposal that becomes necessary. Owner is responsible for any permitting or disposal fees, although none are anticipated.
3. Time. Contractor must obtain the materials prior to beginning the services under this Agreement. Therefore, Contractor will use its reasonable best efforts to complete the performance of this Agreement by June 1st, 2025.
4. Warranty. Contractor warrants that the new materials will be free from defects in materials and workmanship for one year after the date of the material's installation.
5. Indemnification. Contractor shall indemnify and defend Owner for any claim brought against Owner due to any conduct, act, or failure to act, by Contractor which arises out of any duty or responsibility associated with the performance of this Agreement. The duty to defend shall include all attorneys' fees, expert fees, court costs, or any other reasonable and necessary expense to manage any claim, lawsuit, litigation, or action of any kind.
6. Insurance. Contractor shall carry One Million Dollars (\$1,000,000.00) in comprehensive general liability coverage.
7. Choice of Law / Venue. This Agreement shall be governed by and interpreted in accordance with the laws of Georgia. Likewise, Georgia law shall govern any dispute between the parties. All suits arising out of or related to this agreement shall be filed in the Superior Court of Ben Hill County, Georgia.

8. Independent Contractor. In the performance of the services required under this Agreement, Contractor shall be an "independent contractor" with the authority and responsibility to control and direct the performance and details of the services required under this Agreement. Contractor shall have and maintain complete control over all of its respective employees, agents and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the other party.
9. Laws. Contractor shall comply with all applicable laws, orders, and resolutions of any State, Federal, or local government.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the day and year first above written.

BEN HILL COUNTY, GEORGIA (Owner)

STEVE TAYLOR, Chairman
Board of Commissioners

AMERICAN DETENTION SERVICES, LLC (Contractor)

Name: Walter Lee Brown, III
Title: OWNER

8-19-24

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- A) Project Upgrade does NOT include any other materials or services other than stated. Any bad field devices will be noted, but are not covered in this proposal.

- B) Any existing faulty wiring will be noted and Ben Hill County personnel will be notified. Pulling of new wiring is NOT included in this proposal.