



# BALDWIN COUNTY REGULAR MEETING

November 04, 2025

1601 N Columbia St, Suite 220

6:00 PM

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## AGENDA

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### APPROVAL OF MINUTES

1. Approve October 21, 2025 regular meeting minutes and executive session minutes.
2. Approve October 14, 2025 budget work session minutes.

### PRESENTATIONS

3. Golf Course Improvements - Mike Young.

### ADMINISTRATIVE/FISCAL MATTERS

#### 4. Baldwin County Airport FY 2027 - 2031 Capital Improvement Plan

Resolution R-2025-78 - authorize the Baldwin County Airport FY 2027 - 2031 Capital Improvement Plan be submitted to the Georgia Department of Transportation for approval - County Manager.

#### 5. Motorola Contract

Resolution R-2025-79 - authorize a contract with Motorola - County Manager.

#### 6. WIOA - Dislocated Worker Grant

Resolution R-2025-80 - a resolution to authorize a WIOA Dislocated Worker Grant - Assistant County Manager.

#### 7. WIOA Adult Program

Resolution R-2025-81 - authorize a WIOA Adult Program Grant - Assistant County Manager.

#### 8. Termination of Concessions Contract

Resolution R-2025-82 - authorize the termination of the concession agreement with Out of the Park.

**OLD BUSINESS**

**NEW BUSINESS**

**COUNTY MANAGER'S REPORT**

- [9.](#) County Manager's Report - County Manager.

**PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS**

**EXECUTIVE SESSION**

10. Executive Session to discuss personnel and litigation.

**ADJOURNMENT**

**REMINDERS**

Veterans Day - all Baldwin County non-emergency departments will be closed on November 11, 2025 in observance of Veterans Day.

Commission Meeting on November 18, 2025 at 6:00 PM in suite 220 of the Baldwin County Government Center located at 1601 North Columbia Street.

Thanksgiving Holiday - all Baldwin County non-emergency departments will be closed on November 27 and 28, 2025 in observance of Thanksgiving.



# BALDWIN COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

October 21, 2025  
1601 N Columbia St, Suite 220  
6:00 PM

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Item 1.

## MINUTES

### PRESENT

Andrew Strickland, Chair  
Kendrick Butts, Vice Chair  
Sammy Hall  
Emily C. Davis  
Scott Little

### OTHERS

Carlos Tobar  
Dawn Hudson  
Brandon Palmer  
Bo Danuser

### CALL TO ORDER

Chairman Andrew Strickland called the meeting to order at 6:00 PM.

### INVOCATION

Pastor Burney of Saint Paul Baptist Church opened the meeting with prayer.

### PLEDGE OF ALLEGIANCE

Vice Chairman Butts led the Pledge of Allegiance.

Commissioner Little recognized Mayor Mary Parham-Copelan as attending the meeting.

### APPROVAL OF MINUTES

Commissioner Little made a motion to approve the September 16, 2025 budget work session minutes, the September 16, 2025 regular meeting minutes and the executive session minutes. Commissioner Davis seconded the motion and the motion passed unanimously.

Commissioner Hall made a motion to approve the September 24<sup>th</sup> called meeting minutes and executive session minutes. Commissioner Davis seconded the motion and the motion passed unanimously.

## **PRESENTATIONS**

### **Airport Capital Improvement Plan**

County Manager Carlos Tobar gave an update on the Baldwin County Airport terminal apron expansion and lower ramp stating drainage had been added, he presented a design standard update, and he stated that the environmental and design assessment for removal of the tops of the trees be being done.

Commissioner Butts asked for the anticipated start date. Mr. Tobar responded that if everything went well, construction should start next year.

Mr. Tobar stated he needed a motion to approve and submit the airport capital improvement plan the Georgia Department of Transportation.

Commissioner Davis made a motion to submit the Baldwin County Airport Capital Improvements Plan to the Georgia Department of Transportation.

Commissioner Hall asked if they hadn't approved the plan before. There was a discussion about submitting the plan, presenting a resolution for approval and tabling the motion for approval at the next meeting.

Commissioner Hall made a motion to table the motion. Commissioner Davis seconded the motion and the motion passed unanimously.

### **Education Brings Leadership and Achievement EBLA**

Dr. Moss, Head Mistress of EBLA Academy addressed the commission presenting information about the accredited non-traditional private school. They were 26 years old. She introduced staff and shared information on the accelerated program, dual enrollment, college prep and tech prep. EBLA serviced many home school students.

Dr. Moss shared information about her educational history in the Baldwin County school system, Georgia Tech and University of Georgia. She was working on her second doctorate.

## **ADMINISTRATIVE/FISCAL MATTERS**

Commissioner Davis made a motion to amend the agenda to include land acquisition to the executive session agenda. Commissioner Little seconded the motion and the motion carried unanimously.

### **Critical Transportation Need MOU**

Chairman Strickland read the caption for Resolution R-2025-76 stating the resolution authorized a Memorandum of Agreement with Liberty County and the Georgia Emergency



Management Agency and Homeland Security to establish procedures for emergency shelters for evacuees from a risk county to a host county.

The resolution was presented as follows:

RESOLUTION R-2025-76

A Resolution to Authorize an Agreement Between the Baldwin County Board of Commissioners and Liberty County, Georgia, Georgia Emergency Management, and Homeland Security Agency to provide sheltering during disasters and emergencies

WHEREAS, The Baldwin County Board of Commissioners desire to enter into an agreement with Liberty County, Georgia, Georgia Emergency Management and Homeland Security to provide safe places across Georgia in times of disaster and emergencies; and

WHEREAS, the aforementioned Memorandum of Agreement is hereby attached and by reference duly incorporated and made a binding part of this resolution; and

WHEREAS, the purpose of the agreement is to define the roles and responsibilities required for establishing shelters for Critical Transportation Need evacuees from a Risk County (Liberty) evacuating to a Host County (Baldwin) during a disaster or emergency; and

WHEREAS, the aforementioned Memorandum of Agreement details the process, protocols, coordination, and support requirements necessary to conduct effective operations in a Critical Transportation Need shelter; and

WHEREAS, the attached Memorandum of Agreement utilizes the Georgia Shelter Plan in accordance with the Georgia Emergency Operations Plan activated by the Governor declaring a State of Emergency to support all Georgia counties should they encounter impacts that are beyond local sheltering capabilities

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Acceptance. The Board of Commissioners hereby authorizes the acceptance of the Memorandum of Agreement between Baldwin County and Liberty County.
3. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Liberty County, Georgia, Georgia Emergency Management and Homeland Security.
4. Authorization of Chairman. The Board of Commissioners hereby authorize the Chairman of the Baldwin County Board of Commissioners to sign any documentation or

take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement and to take all action necessary in conformity therewith.

5. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
6. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
7. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 21<sup>st</sup> day of October, 2025.

BALDWIN COUNTY, GEORGIA

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Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County, Georgia

County Manager Tobar stated the agreement set forth Liberty County as the risk county and Baldwin County was the host county; in case of emergency Liberty County would send evacuees to Baldwin County.

There was a discussion about the need for the agreement because Liberty was a coastal county and that the coastal counties had MOUs with interior counties. Liberty County EMA Director Bob Dodd and County Manager Joseph Mosley addressed the commission thanking the commissioners for considering the MOU. Mr. Dodd discussed the procedure for evacuation after a state of emergency was declared by the Governor; Red Cross would set up a shelter in Baldwin County. Baldwin County EMA Director Wayne Johnson discussed the GEMA reimbursement process and housing evacuees at the gymnasium, which would accommodate 700 people.

Mr. Johnson discussed a congressional request for a generator for the facility; the MOU made the request eligible.

Commissioner Little made a motion to adopt the resolution. Commissioner Hall seconded the motion and the motion passed unanimously.

## 2024 CDBG Sanitary Sewer Rehabilitation

Chairman Strickland read the caption for Resolution R-2025-77 stating the resolution authorized an agreement with Southeast Pipe Survey, Inc. to make improvements to the sanitary sewer system as defined in the 2024 CDGB Grant.

The resolution was presented as follows:

### RESOLUTION R-2025-77

A Resolution to Authorize an Agreement Between the Baldwin County Board of Commissioners and Southeast Pipe Survey, Inc. to Rehabilitate Sanitary Sewer Lines as Identified in the 2024 Community Development Block Grant

WHEREAS, The Baldwin County Board of Commissioners desire to enter into an agreement with Southeast Pipe Survey, Inc to rehabilitate sanitary sewer lines as part of the 2024 CDBG; and

WHEREAS, the aforementioned agreement is hereby attached and by reference duly incorporated and made a binding part of this resolution; and

WHEREAS, after review of the bid tabulations, the Baldwin County Board of Commissioner recommended during its September 2, 2025 regularly scheduled meeting that Southeast Pipe Survey, Inc. be awarded a contract to improve the sanitary sewer lines as identified in the 2024 CDBG; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

8. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
9. Authorization of Acceptance. The Board of Commissioners hereby authorizes the acceptance of the agreement between Baldwin County and Southeast Pipe Survey, Inc.
10. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Southeast Pipe Survey, Inc
11. Authorization of Chairman. The Board of Commissioners hereby authorize the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement and to take all action necessary in conformity therewith.
12. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

13. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.

14. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 21<sup>st</sup> day of October, 2025.

BALDWIN COUNTY, GEORGIA

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Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County, Georgia

County Manager Tobar stated that this would be the last sewer project east of Vinson Highway, next they would move to Oconee Heights, Carter and Sloope bid the contract, Southeast Pipe Survey would line the sewers with cure in place pipes.

Commissioner Davis made a motion to approve the resolution to authorize an agreement with Southeast Pipe Survey, Inc. Commissioner Butts seconded the motion and the motion passed unanimously.

### **Golf Course Improvements**

County Manager Tobar discussed a plan to close the golf course in January to make improvement and reopen in July. He discussed installing the driving range before the closer so revenue could still be generated and using county forces for clearing trees and laying water lines. The commissioners would have to authorize the purchase of the driving range equipment. The driving range would be installed prior to closing the golf course.

There was a discussion about the golf course improvements, the timeframe for closing the golf course, preparing a solicitation for pricing a Trackman System. The bids would be approved by the commission - (authorization would be for price gathering only).

Commissioner Hall made a motion authorize the bidding of equipment and software, including the Trackman system for the golf course driving range. Mr. Butts seconded the motion and the motion passed unanimously.

Maurice Liggins addressed the commission in reference to the golf course. He discussed projects not being presented to the public; how much projects were costing, where funds were coming from and how much would be left afterward. He further stated that he likened the golf course to pickleball, it may be a want but it was not a need. He stated the he wanted to see tournaments.

There was a discussion about upgrading the golf course in order to be able to host golf tournaments and that the golf course worked at break even and had the potential to generate revenue and could offset the cost of the recreation department.

### **OLD BUSINESS**

Commissioner Little thanked Mr. Tobar and staff for getting the African American names inscribed on the courthouse memorial.

Commissioner Davis asked for an update on the trash on Gordon Highway and Register Road. Mr. Tobar responded that the mowing company was cleaning Register Road.

There was a discussion about checking behind the mowers to ensure litter pick up before mowing the rights of way.

Commissioner Butts asked when the striping would be completed. Mr. Tobar responded that striping should be done soon.

### **NEW BUSINESS**

There was no new business discussed.

### **COUNTY MANAGER'S REPORT**

County Manager gave an update on:

- Sewer line replacement preconstruction meeting for the last line on Vinson Highway would be November 4<sup>th</sup> at 10 am.
- 2025 sewer line replacement rehab kickoff would be November 4<sup>th</sup> at 11 am.
- The sewer line replacement and housing rehab public hearing is scheduled for November 4<sup>th</sup> at noon and November 6<sup>th</sup> at 5:30.
- Neely Road tour.
- Damage at end of Neely Road and Sidney Butts Road; in future, the contractor would be required for cul-de-sacs to have full base and pavement. Heavy vehicles were causing damage.
- The slide was installed at the water park and crews were doing final touchup work.
- The Harrisburg Park improvements were moving fast. The foundation plan for the new community center had been started. The library was still in the design phase.
- With the 2024 CHIP grant, 1 house had been completed, one was at 95% complete and two were at 50% and the final house bids would be solicited shortly.
- No word on the Congressional Directed spending request.
- The Habitat for Humanity home dedication for the Coffee house at 2254 Leo Court would be October 30th at 10:00 am, the other two on Ross Avenue were under way.

### **PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS**

Stephanie Wright addressed the commission regarding the Fight Cancer in All Colors Walk. She asked that this event be granted use of the soccer field every October just as the county

blocks off for Juneteenth. She expressed her concern about the events including not being allowed to release balloons, not allowing food trucks even when the concession stand was closed, and being directed from the track to the trail. She stated leaders did not cause problems, they worked to solve them.

Dexter Burney addressed the commission regarding the Fight Cancer in All Colors Walk. He stated it was as if the cancer survivors were being dismissed and not counted, their day to shine was being smothered by undue rhetoric. The participants had used the field on Highway 212 since 2021 to celebrate conquering cancer, they would not be tucked in a corner or trail for the survivors to stay silent, they rejected the insult to blow bubbles or organizing a neighborhood clean-up. Mr. Burney concluded by stating they appealed to the county commissioners to celebrate the cancer survivor community.

Chairman Strickland discussed establishing policies for the use of recreation facilities to avoid conflicts. Mr. Tobar stated that a special events permit would be discussed. There was discussion about using the park and charging a fee for use applied across the board for everyone. Commissioner Butts invited Ms. Wright to attend the work session to give input into how the park policy should be written.

Danny Register addressed the commissioners regarding grass cutting in the Coopers Community. He stated the mower crews were not picking up the liter and was being mowed over, something needed to be done to enforced picking up trash.

There was a discussion about picking up litter before mowing the right of way and designating someone to ensure litter was being picked up before mowing began.

Mamie Hall addressed the commission regarding problems with her driveway on Allenwood Circle across from Baldwin High School. She stated that county crews did work and made a mess at her driveway. She made many calls but could not get the problem resolved.

Clarence Hall addressed the commission regarding the same driveway on Allenwood Circle. He stated the commissioners had to be mindful about being professional, he wanted to know when the driveway would be fixed; he couldn't get an answer.

There was a discussion about getting the cost analyses and providing the information along with when the work would be done to Ms. Hall.

Stan Aldridge addressed the commission thanking the people who came in support of the golf course and thanking the commissioners for the progression on the golf course.

Desiree Liggins addressed the commission regarding doing work right the first time. She discussed different areas of the county and the disparity between areas. She expressed her concern about stray cats and implementing a trap and neuter program. She suggested redirection funds from wants to needs.

Malinda Brewer addressed the commissioners requesting information on previous airport capital improvements program for comparison.

Chairman Strickland recognized Vice Chairman Butt for completing the ACCG Life Long Learning Academy's Economic and Community Development Specialty Track. Chairman Strickland read the ACCG's letter of commendation and congratulated Vice Chairman Butts.

Maurice Liggins addressed the commissioners regarding the mowing contract and the paving contract and the need to hold contractors accountable for their work. He discussed the paving work being done on Sidney Butts Road and willing to take legal action to ensure the proper repair of the driveways. Mr. Liggins also stated that the response to the cancer survivors was not acceptable.

### **EXECUTIVE SESSION**

Commissioner Little made a motion to enter into executive session to discuss a personnel matter. Commissioner Butts seconded the motion and the motion was unanimously approved. The commissioners went into closed session at 7:10 PM.

Commissioner Little made a motion to adjourn the executive session and return to open session. Commissioner Butts seconded the motion and the motion passed unanimously. The commissioners returned to open session at 8:41 PM.

### **ADJOURNMENT**

Commissioner Little made a motion to adjourn the October 21, 2025 commission meeting at 8:41 PM. Commissioner Butts seconded the motion and the motion passed unanimously.

The commission meeting was adjourned.

Submitted,

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Andrew Strickland, Chairman

ATTEST:

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Bo Danuser, County Clerk



Baldwin County Board of Commissioners  
Budget Work Session

October 14, 2025  
1601 N Columbia St, Suite 240  
10:00 AM

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MINUTES

PRESENT

Andrew Strickland, Chairman  
Kendrick Butts, Vice Chairman  
Sammy Hall  
Emily Davis  
Scott Little

OTHERS

Carlos Tobar  
Dawn Hudson  
Brandon Palmer  
Bo Danuser

CALL TO ORDER

Chairman Strickland called the work session to order t 10:00 AM.

BUDGET DISCUSSION

Assistant County Manager and Finance Director Dawn Hudson presented a FY 2026 budget summary to the commissioners and highlighted various line items for review. There was discussion about:

- Property and liability insurance – the fund was self-funded and the county got refunds if the plan went well.
- Retirement pension plan – the old plan was closed but it would be about 10 years before the figures came down.
- County wide health insurance plan – the fund was self-funded and about 4% below the national average.

Ms. Hudson highlighted the budgeted figures for revenue line items:

- Grant revenues
- 34 accounts were for fees collected for services provided.
- Airport fuel had been increased resulting in an anticipated \$20,000 revenue increase.
- Water park revenues were estimated at \$220,000 with a \$10.00 entrance fee, concessions and merchandise sales.



- Recreation fees for athletic programs and tournaments. There was a discussion about making programs solvent and funding programs with sponsorships, fundraising and renting facilities.

There was a discussion about analyzing the cost of recreation programs, funding levels and increasing fees for tournaments.

There was a discussion about what revenues the county had control over, including property taxes which were 60% of revenues, SPLOST which accounted for about 5% to 6% of revenues and other fees set by the State of Georgia and included court fees. Ms. Hudson stated that she was not expecting an increase in revenues.

Ms. Hudson highlighted departmental budgeted figures for expenditures including the line item that were not a result of salary increases:

- Increases included salaries, insurance and property liability.
- Commissioner budget - increases were from the pension plan and attorney fees.
- Board of Elections increases were caused by an increase in the number of elections in 2026 and an increase in cost for each of those elections.
- Finance Department increase were due to an increase in the auditing fees, a single audit was required because of the federal money being received.
- GIS and IT increases were personnel increases only.
- Board of Assessors increases were for technical fees – they would be doing a homestead exemption audit and personal property audit in the next year. There was a discussion about eliminating the old Wingap tax software and only using the current tax assessment software.
- Public buildings maintenance costs included the courthouse, annex, senior center, and EMA building; all other maintenance costs were included in the departmental budgets.
- TAN interest line increased. Ms. Hudson reviewed the time frame for estimating revenues, setting the millage rate, and when revenues came into the county and when expenditures went out. There was a discussion about estimating revenues, setting the millage rate, pursuing FLOST revenues to roll back taxes, and the fact that 40% of sales tax revenue comes from outside the county.

There was a discussion about the cost of elections and billing the City of Milledgeville for their share of the cost of the 2025 municipal elections.

There was a discussion about the Clerk of Court's request for funds to continue digitizing records and that the increase in funding was due to an increase in the number of files being digitized.

The departmental budget presentation resumed:

- State Court's request for an increase in salaries and making the judge full time. There was a discussion about making the State Court judge a full-time position and the increase in revenue that would result in more court cases. The discussion included a time line for making the position full time in relation to the next election of a judge.

There was a discussion about giving 2% raises based on tenure and updating the pay classification system.

There was a discussion about using fund balance to offset the \$2.8 million shortfall between revenue and expenditures.

There was a discussion about the budget requests from outside agencies including:

- Health Department's request for \$10,000.
- Senior Citizens Center that was being managed by Overview request for \$89,000.
- Water Park estimated losses for the first year.
- Library's request for \$39,000. There was a discussion about closing the Lake Sinclair branch and opening the Harrisburg branch. There was also a discussion about the availability of library services in all of the schools.

There was a discussion about the jail, the medical cost associated with housing inmates, and discharging inmates.

There was a discussion about growing the tax digest.

The discussion returned to a 2% salary increase, a cost of living increase, and having a pay study done.

- Emergency Management Agency got a \$17,000 supplement, the Deputy Director training to take over at the retirement of the current EMA Director.
- Public Works projects could be paid with TSPLOST; there was a need for workers in the department.

There was a discussion about opening the aquatic park, contracting for the management of the park, Pamlico managing the water, bidding out concessions and having a restaurant in the park.

There was a discussion about setting up a website for the whole recreation department and the various programs offered.

## ADJOURNMENT

Commissioner Davis made a motion to adjourn. Commissioner Little seconded the motion and the motion passed unanimously.

The budget work session was adjourned at 12:19 PM.

Submitted,

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Andrew Strickland, Chairman  
ATTEST:

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Bo Danuser, County Clerk

**FY26 - F30 Capital Improvement Plan**

**LOC ID**

MLJ					Project Funding Plan					
FAA Fiscal Year	Project Name and Brief Description	National Priority Ranking (NPR)	AIP Eligibility - Reference AIP Handbook	Pavement Projects 2018 PCI	Total Project Cost	AIP Entitlements \$150,000 per year	AIG Funding \$292,000 per year	State Participation	Sponsor Participation	Additional Funds Needed
<b>Budget FY25</b>	Current Entitlement Funds = \$471,064.00				Current AIG Funds Available = \$1,173,000.00					
Pending FY25	Environmental - Lower Ramp - Environmental Assessment (Reimbursement)	71	Page I-3, Table I-4, a.	N/A	\$156,193.00	\$0.00	\$140,573.70	\$0.00	\$15,619.30	\$0.00
Pending FY25	Drainage Study & Evaluation	71	Page I-3, Table I-4, a.	N/A	\$98,530.00	\$0.00	\$88,677.00	\$4,926.50	\$4,926.50	\$0.00
Pending FY25	DBE Update FY2024 through FY2026 (Reimbursement)	62	Page 3-52, Page 3-67	N/A	\$12,810.00	\$0.00	\$11,529.00	\$0.00	\$1,281.00	\$0.00
Pending FY25	Modification of Standard Study for Parallel Taxiway Separation (Reimbursement)	71	Page H-7, Table H-4, e.	54	\$6,790.00	\$0.00	\$6,111.00	\$0.00	\$679.00	\$0.00
Pending FY25	<b>Total</b>				<b>\$274,323.00</b>	<b>\$0.00</b>	<b>\$246,890.70</b>	<b>\$4,926.50</b>	<b>\$22,505.80</b>	<b>\$0.00</b>
<b>Budget FY26</b>	Current Entitlement Funds = \$621,064.00				Current AIG Funds Available = \$1,218,109.30					
2026	Design - Terminal Apron Expansion - Add. Design (Drainage/Vault & Beacon Relocation)	64	Page I-3, Table I-4, a.	N/A	\$50,000.00	\$21,064.00	\$23,936.00	\$2,500.00	\$2,500.00	\$0.00
2026	Construction - Terminal Apron Expansion - Add. Work (Drainage/Vault & Beacon Relocation)	64	Page I-3, Table I-4, a.	N/A	\$200,000.00	\$0.00	\$180,000.00	\$10,000.00	\$10,000.00	\$0.00
2026	Design - Lower Ramp	64	Page I-3, Table I-4, a.	N/A	\$400,000.00	\$0.00	\$360,000.00	\$20,000.00	\$20,000.00	\$0.00
2026	Environmental/Planning - Taxiway Relocation & Rehab (FAA Request Prior to MOS)	71	Page H-7, Table H-4, e.	54	\$20,000.00	\$18,000.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
2026	Environmental & Design - Obstruction Removal - LiDAR Approach Surfaces (Reimbursement FY25)	86	Table D-1, h. Table L-2, q.	N/A	\$30,000.00	\$27,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00
2026	Construction - Obstruction Removal - LiDAR Approach Surfaces	86	Table D-1, h. Table L-2, q.	N/A	\$125,000.00	\$112,500.00	\$0.00	\$6,250.00	\$6,250.00	\$0.00
2026	<b>Total</b>				<b>\$825,000.00</b>	<b>\$178,564.00</b>	<b>\$563,936.00</b>	<b>\$39,750.00</b>	<b>\$42,750.00</b>	<b>\$0.00</b>
<b>Budget FY27</b>	Current Entitlement Funds = \$592,500.00				Current AIG Funds Available = \$946,173.30					
2027	Construction - Lower Ramp	64	Page I-3, Table I-4, a.	N/A	\$6,000,000.00	\$0.00	\$946,173.30	\$3,764,087.43	\$1,289,739.27	\$0.00
2027	Design - Taxiway Relocation & Rehab	71	Page H-7, Table H-4, e.	54	\$250,000.00	\$225,000.00	\$0.00	\$12,500.00	\$12,500.00	\$0.00
2027	DBE Update FY2027 through FY2029 (Reimbursement)	62	Page 3-52, Page 3-67	N/A	\$13,000.00	\$11,700.00	\$0.00	\$650.00	\$650.00	\$0.00
2027	<b>Total</b>				<b>\$6,263,000.00</b>	<b>\$236,700.00</b>	<b>\$946,173.30</b>	<b>\$3,777,237.43</b>	<b>\$1,302,889.27</b>	<b>\$0.00</b>
<b>Budget FY28</b>	Current Entitlement Funds = \$505,800.00				Current AIG Funds Available = \$0.00					
2028	Construction - Taxiway Relocation & Rehab	71	Page H-7, Table H-4, e.	54	\$3,000,000.00	\$229,800.00	\$0.00	\$150,000.00	\$150,000.00	\$2,470,200.00
2028	Environmental & Design - Runway 10-28 Edge Lighting and Approach Lighting Rehabilitation	74	Page J-6, Table J-4, c.	N/A	\$100,000.00	\$0.00	\$0.00	\$75,000.00	\$25,000.00	\$0.00
2028	ALP Update	64	Table E-2	N/A	\$180,000.00	\$162,000.00	\$0.00	\$9,000.00	\$9,000.00	\$0.00
2028	<b>Total</b>				<b>\$3,280,000.00</b>	<b>\$391,800.00</b>	<b>\$0.00</b>	<b>\$234,000.00</b>	<b>\$184,000.00</b>	<b>\$2,470,200.00</b>
<b>Budget FY29</b>	Current Entitlement Funds = \$264,000.00				Current AIG Funds Available = \$0.00					
2029	Construction - Runway 10-28 Edge Lighting and Approach Lighting Rehabilitation	74	Page J-6, Table J-4, c.	N/A	\$1,000,000.00	\$84,000.00	\$0.00	\$4,666.67	\$4,666.67	\$906,666.67
2029	Environmental & Design - Apron Rehabilitation	69	Table I-4, c.	63	\$200,000.00	\$180,000.00	\$0.00	\$10,000.00	\$10,000.00	\$0.00
2029	<b>Total</b>				<b>\$1,200,000.00</b>	<b>\$264,000.00</b>	<b>\$0.00</b>	<b>\$14,666.67</b>	<b>\$14,666.67</b>	<b>\$906,666.67</b>
<b>Budget FY30</b>	Current Entitlement Funds = \$150,000.00				Current AIG Funds Available = \$0.00					
2030	Construction - Apron Rehabilitation	69	Table I-4, c.	63	\$2,000,000.00	\$150,000.00	\$0.00	\$8,333.33	\$8,333.33	\$1,833,333.33
2030	Airport Facility/Infrastructure Inventory	62	Table S-1, c. & d.	N/A	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
2030	<b>Total</b>				<b>\$2,100,000.00</b>	<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$8,333.33</b>	<b>\$8,333.33</b>	<b>\$1,933,333.33</b>

Baldwin County Board of Commissioners Communication  
1601 North Columbia Street, Suite 230, Milledgeville, GA 31061



**AGENDA ITEM:** Airport Capital Improvement Plan (CIP) FY27–31

**MEETING DATE:** 11/04/25

**PREPARED BY:** Transportation Manager/Management Analyst

**RECOMMENDED ACTION:** Approve Airport CIP FY27–31

**BACKGROUND INFORMATION:** This memo provides a comparison between the Airport Capital Improvement Plan (CIP) for FY26–FY30 and FY27–FY31. The purpose is to brief the Board on the progression between the two planning cycles and highlight how the program evolves as projects advance from planning and design into construction. Attached is the Airport 2027-2031 CIP spreadsheet. For reference the Airport 2026-2030 CIP spreadsheet is also included.

**Background**

- The Airport CIP is a required FAA/GDOT planning tool for future project programming.
- Georgia is an FAA block grant state, meaning GDOT administers federal aviation funds.
- CIP is updated annually to reflect program needs, mandates, funding availability, and construction timelines.
- A project must be listed on the CIP to receive FAA consideration for funding.

**Overview of Comparison**

- FY26–30 CIP emphasizes planning, design, and environmental phases.
- FY27–31 CIP moves these same projects into final design and construction.
- No new projects are introduced; instead, the plan progresses into delivery.
- FAA/Airport Infrastructure Grant (AIG) entitlements continue to be the primary funding source.

**Key CIP Timeline Transition**

Project	FY26–30	FY27–31
Terminal Apron	Design FY26	Construction FY27
Obstacle Removal	Env/Design FY27	Removal FY28
Taxiway	Design FY29	Construction FY30–31
Main Ramp	Design FY30	Construction FY31

### Funding Implications

- Federal participation remains primary at 90%–95% depending on phase.
- Local match ranges from 2.5% to 25%. The majority of the matches is 5%.
- AIG funds supplement entitlement dollars to reduce local burden.

### Summary

The transition from the FY26–30 to FY27–31 CIP reflects successful progression of airport capital planning. The County remains aligned with FAA and GDOT priorities and continues to deliver eligible phased projects efficiently, maintaining strong discretionary funding performance. It is important to note that Baldwin County’s excellent performance in delivering projects over the past years in an expedited manner is why GDOT continues to grant us millions in discretionary dollars, continues to address emergency and critical needs and allows us to have pre-award authority.

Year	Project	Total	FAA	GDOT	County	County Percent of Total	Previous CIP
2027	Terminal Apron Expansion Construction	\$1,000,000	\$950,000	\$25,000	\$25,000	5%	2026
2027	Env&Dsgn Obstruction Removal	\$75,000	\$71,250	\$1,875	\$1,875	2.5%	2026
Year	Project	Total	FAA	GDOT	County	Percent	Previous CIP
2028	DBE Update	\$13,000	\$0	\$9,750	\$3,250	25%	2027
2028	Constr. Obstruction Removal	\$150,000	\$135,000	\$7,500	\$7,500	5%	2026
2028	Airport Layout Plan (ALP) Update	\$240,000	\$216,000	\$12,000	\$12,000	5%	2028
Year	Project	Total	FAA	GDOT	County	Percent	Previous CIP
2029	Env&Dsgn Taxiway	\$375,000	\$337,500	\$18,750	\$18,750	5%	2027

<b>Year</b>	<b>Project</b>	<b>Total</b>	<b>FAA</b>	<b>GDOT</b>	<b>County</b>	<b>Percent</b>	<b>Previous CIP</b>
2030	Constr. Taxiway	\$2,000,0000	\$1,800,000	\$100,000	\$100,000	5%	2028
2030	Env&Dsgn Main Ramp	\$200,000	\$180,000	\$10,000	\$10,000	5%	2029
<b>Year</b>	<b>Project</b>	<b>Total</b>	<b>FAA</b>	<b>GDOT</b>	<b>County</b>	<b>Percent</b>	<b>Previous CIP</b>
2031	Constr. Main Ramp	\$1,500,0000	\$1,350,000	\$75,000	\$75,000	5%	2030

Sincerely,

Charles Trumbo, Transportation Manager/Management Analyst

### Capital Improvement Plan

**LOC ID**

**MLJ**

					<b>Project Funding Plan</b>					
FAA Fiscal Year	Project Name and Brief Description	National Priority Ranking (NPR)	AIP Eligibility - Reference AIP Handbook	Pavement Projects 2018 PCI	Total Project Cost	AIP Entitlements \$150,000 per year	AIG Funding \$292,000 per year	State Participation	Sponsor Participation	Additional Funds Needed
<b>Budget FY26</b>				<b>Current Entitlement Funds =</b>	<b>\$450,000.00</b>	<b>Current AIG Funds Available =</b>				<b>\$1,150,000.00</b>
2026	Design - Terminal Apron Expansion - Add. Design (Drainage/Vault & Beacon Relocation)	63	Page I-3, Table I-4, a.	N/A	\$90,000.00	\$0.00	\$0.00	\$67,500.00	\$22,500.00	\$0.00
2026	Airport Design Standards Update	TBD	Table E-1, r.	N/A	\$118,000.00	\$106,200.00	\$0.00	\$5,900.00	\$5,900.00	\$0.00
<b>2026</b>	<b>Total</b>				<b>\$208,000.00</b>	<b>\$106,200.00</b>	<b>\$0.00</b>	<b>\$73,400.00</b>	<b>\$28,400.00</b>	<b>\$0.00</b>
<b>Budget FY27</b>				<b>Current Entitlement Funds =</b>	<b>\$493,800.00</b>	<b>Current AIG Funds Available =</b>				<b>\$1,150,000.00</b>
2027	Construction - Terminal Apron Expansion - Add. Work (Drainage/Vault & Beacon Relocation)	63	Page I-3, Table I-4, a.	N/A	\$1,000,000.00	\$0.00	\$950,000.00	\$25,000.00	\$25,000.00	\$0.00
2027	Environmental & Design - Obstruction Removal - LiDAR Approach Surfaces	86	Table D-1, h. Table L-2, q.	N/A	\$75,000.00	\$0.00	\$71,250.00	\$1,875.00	\$1,875.00	\$0.00
<b>2027</b>	<b>Total</b>				<b>\$1,075,000.00</b>	<b>\$0.00</b>	<b>\$1,021,250.00</b>	<b>\$26,875.00</b>	<b>\$26,875.00</b>	<b>\$0.00</b>
<b>Budget FY28</b>				<b>Current Entitlement Funds =</b>	<b>\$643,800.00</b>	<b>Current AIG Funds Available =</b>				<b>\$128,750.00</b>
2028	DBE Update FY2027 through FY2029 (Reimbursement)	62	Page 3-52, Page 3-67	N/A	\$13,000.00	\$0.00	\$0.00	\$9,750.00	\$3,250.00	\$0.00
2028	Construction - Obstruction Removal - LiDAR Approach Surfaces	86	Table D-1, h. Table L-2, q.	N/A	\$150,000.00	\$135,000.00	\$0.00	\$7,500.00	\$7,500.00	\$0.00
2028	ALP Update	64	Table E-2	N/A	\$240,000.00	\$216,000.00	\$0.00	\$12,000.00	\$12,000.00	\$0.00
<b>2028</b>	<b>Total</b>				<b>\$403,000.00</b>	<b>\$351,000.00</b>	<b>\$0.00</b>	<b>\$29,250.00</b>	<b>\$22,750.00</b>	<b>\$0.00</b>
<b>Budget FY29</b>				<b>Current Entitlement Funds =</b>	<b>\$442,800.00</b>	<b>Current AIG Funds Available =</b>				<b>\$128,750.00</b>
2029	Environmental & Design - Taxiway	71	Page H-7, Table H-4, e.	54	\$375,000.00	\$337,500.00	\$0.00	\$18,750.00	\$18,750.00	\$0.00
<b>2029</b>	<b>Total</b>				<b>\$375,000.00</b>	<b>\$337,500.00</b>	<b>\$0.00</b>	<b>\$18,750.00</b>	<b>\$18,750.00</b>	<b>\$0.00</b>
<b>Budget FY30</b>				<b>Current Entitlement Funds =</b>	<b>\$255,300.00</b>	<b>Current AIG Funds Available =</b>				<b>\$128,750.00</b>
2030	Construction - Taxiway	69	Table I-4, c.	63	\$2,000,000.00	\$75,300.00	\$128,750.00	\$100,000.00	\$100,000.00	\$1,595,950.00
2030	Environmental & Design - Main Ramp (Rehab)	69	Table I-4, c.	63	\$200,000.00	\$180,000.00	\$0.00	\$10,000.00	\$10,000.00	\$0.00
<b>2030</b>	<b>Total</b>				<b>\$2,200,000.00</b>	<b>\$255,300.00</b>	<b>\$128,750.00</b>	<b>\$110,000.00</b>	<b>\$110,000.00</b>	<b>\$1,595,950.00</b>
<b>Budget FY31</b>				<b>Current Entitlement Funds =</b>	<b>\$150,000.00</b>	<b>Current AIG Funds Available =</b>				<b>\$0.00</b>
2031	Construction - Main Ramp	71	Page H-7, Table H-4, e.	54	\$1,500,000.00	\$150,000.00	\$0.00	\$75,000.00	\$75,000.00	\$1,200,000.00
<b>2031</b>	<b>Total</b>				<b>\$1,500,000.00</b>	<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$75,000.00</b>	<b>\$75,000.00</b>	<b>\$1,200,000.00</b>

**RESOLUTION R-2025-78**

Item 4.

A Resolution to Authorize the Baldwin County Airport Capital Improvement Plan for the Fiscal Years 2026 through 2031 and That the FY 2027 – 2031 Plan Be Submitted to the Georgia Department of Transportation for Approval

WHEREAS, an airport capital improvement plan is required by the Federal Aviation Administration and the Georgia Department of Transportation as a planning tool for future project planning; and

WHEREAAS, an approved Airport Capital Improvement plan with listed projects is a requirement for state and federal grant eligibility; and

WHEREAS, the FY 2026 – 2030 Airport Capital Improvement Plan delineated the planning, design, and environmental phases, the FY 2027 – 2031 Airport Capital Improvement Plan emphasizes project final design and construction; and

WHEREAS, the Baldwin County Airport Capital Improvement Plan is hereby presented:

2027	Terminal Apron Expansion Construction	\$1,000,0000	\$950,000	\$25,000	\$25,000	5%	2026
2027	Env & Dsgn Obstruction Removal	\$75,000	\$71,250	\$1,875	\$1,875	2.5%	2026
<b>Year</b>	<b>Project</b>	<b>Total</b>	<b>FAA</b>	<b>GDOT</b>	<b>County</b>	<b>Percent</b>	<b>Previous CIP</b>
2028	DBE Update	\$13,000	\$0	\$9,750	\$3,250	25%	2027
2028	Constr. Obstruction Removal	\$150,000	\$135,000	\$7,500	\$7,500	5%	2026
2028	Airport Layout Plan (ALP) Update	\$240,000	\$216,000	\$12,000	\$12,000	5%	2028
<b>Year</b>	<b>Project</b>	<b>Total</b>	<b>FAA</b>	<b>GDOT</b>	<b>County</b>	<b>Percent</b>	<b>Previous CIP</b>
2029	Env & Dsgn Taxiway	\$375,000	\$337,500	\$18,750	\$18,750	5%	2027
<b>Year</b>	<b>Project</b>	<b>Total</b>	<b>FAA</b>	<b>GDOT</b>	<b>County</b>	<b>Percent</b>	<b>Previous CIP</b>
2030	Constr. Taxiway	\$2,000,0000	\$1,800,000	\$100,000	\$100,000	5%	2028
2030	Env & Dsgn Main Ramp	\$200,000	\$180,000	\$10,000	\$10,000	5%	2029
<b>Year</b>	<b>Project</b>	<b>Total</b>	<b>FAA</b>	<b>GDOT</b>	<b>County</b>	<b>Percent</b>	<b>Previous CIP</b>
2031	Constr. Main Ramp	\$1,500,0000	\$1,350,000	\$75,000	\$75,000	5%	2030



NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Baldwin County Airport Capital Improvement Plan. The Board of Commissioners hereby approve the heretofore referenced Baldwin County Airport Capital Improvement Plant.
3. Authorization of the Baldwin County Airport Capital Improvement Plan be submitted to the Georgia Department of Transportation. The Board of Commissioners authorized the approved Baldwin County Airport Capital be submitted to the Georgia Department of Transportation.
4. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the submission of the Baldwin County Airport Capital Improvement Plan to the proper State and Federal Agencies and to take all action necessary in conformity therewith.
5. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
6. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
7. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 4<sup>th</sup> day of November, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County, Georgia



Proposal

**Baldwin County, Georgia**

# Microwave and MPLS Upgrade

## Subtitle/RFP/Vol #

September 25, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.  
500 W. Monroe Street Suite 4400  
Chicago, IL 60661

September 25, 2025

Director Mandy Ptak  
Baldwin County Sheriff's Office- E911  
119 Old Monticello Road  
Milledgeville, GA 31061

Subject: Baldwin County Microwave and MPLS Upgrade

Director Mandy Ptak,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Baldwin County, GA with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Please see the solution overview below.

- Replacing the microwave link between the Meriwether Tower and GCSU Tower.
- Add MPLS to the microwave network and creating a network ring by leveraging the Baldwin County 911 Center.

This proposal consists of this cover letter and is subject to the Motorola Solutions Customer Agreement (MCA), together with its Exhibits. **This proposal shall remain valid until November 24, 2025.** Baldwin County, GA may accept the proposal by delivering to Motorola the signed contract and a purchase order. Alternatively, Motorola would be pleased to address any concerns Baldwin County, GA may have regarding the proposal. Any questions can be directed to your Motorola Senior Account Executive, Parks McIntosh at 470-927-2457 or parks.mcintosh@motorolasolutions.com.

Thank you for the opportunity to furnish Baldwin County, GA with "best in class" solutions and we hope to strengthen our relationship by implementing this project.

Sincerely,  
Motorola Solutions, Inc.

*Thomas Slaughter*

Thomas Slaughter  
GA Area Sales Manager

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Section 1

# System Description

## 1.1 Introduction

After carefully reviewing Baldwin County’s requirements for improved radio communications, Motorola Solutions, Inc. is pleased to provide Baldwin County, Georgia with a proposal to upgrade your existing Microwave System with all ring paths designed to provide a minimum 2-way availability of 99.999%. Motorola Solutions values our partnership with Baldwin County and desires to continue our relationship well into the future.

### 1.1.1 Solution Design

The existing Cambium PTP 800 split mount microwave solution has been discontinued and is in an end-of-life status. Motorola highly recommends that the existing Cambium microwave be upgraded to Nokia Wavence 9500 Microwave Packet Radio with optional MPLS. This upgrade includes replacing the following microwave link between the Meriwether Tower and GCSU Tower (aka Hwy 49) and adding MPLS routers at all RF sites including Dispatch PSAP Site.

The project comprises of a quantity of one microwave path in Baldwin County, GA. The network topology is a one path microwave closing a fiber ring. The single path that is part of a ring configuration is designed with hot-standby (HSB) microwave radios. The path is designed with the Nokia Wavence UBT-I all indoor radio, see both units below.





Figure 1 Nokia Wavence UBT-I

The Nokia Microwave Service Switch (MSS) will provide microwave awareness (MWA) for the Wavence radios, as well as provide layer 2 switching of user traffic across the microwave backhaul.



Figure 2. Nokia MSS

The Nokia 7705 Service Aggregation Router (SAR-AX) will provide MPLS fast re-route for sub 50ms ring switching.



Figure 3 Nokia 7705 SAR-AX

The microwave path is designed in the 6.2 GHz band. The microwave path is designed with a fixed modulation of 128 QAM and a data throughput of 161 Mbps. All ring paths are designed to provide a minimum 2-way availability of 99.999%.

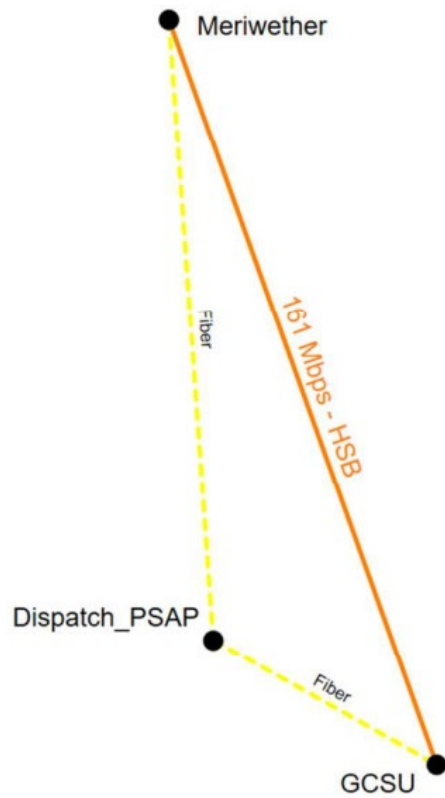
Andrew microwave dishes, elliptical waveguide, and dehydrator will be provided. An Eltek -48 VDC DC power and battery plant will be provided for each of the sites. Each DC plant and battery plant is designed to provide 8 hours of backup power time and a battery recharging period of 24 hours. The DC plants have sufficient capacity to support the optional SAR-AX if purchased. AC Power adapters will be provided for the fiber only sites. The network will be monitored by Motorola's UEM.

This includes replacing the following equipment:

- All microwave dishes and elliptical waveguide
- The microwave DC Power System
- Spares

Figure 4, Microwave System Topology depicts the proposed 6.2 GHz microwave path. All other links will be Baldwin County supplied Fiber.

System Description



**Figure 4. Microwave System Topology**

### 1.1.2 Preliminary Path Profile

Depicted below is the preliminary path profile between Baldwin County’s two microwave sites to be upgraded, Meriwether and GCSU (aka Hwy 49 Tower). This depiction shows a clear line of site path provided the microwave dishes will meet the antenna center lines of 200 feet and 180 feet for Meriwether and GCSU Towers, respectively.

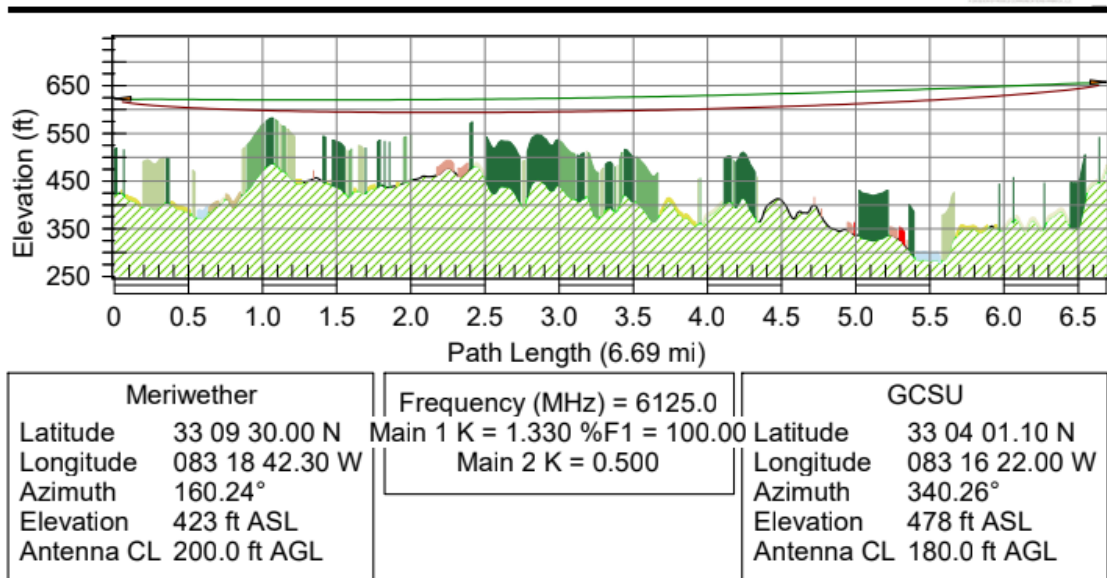


Figure 5 Preliminary Path Profile

### 1.1.3 Multiprotocol Label Switching (MPLS) - Optional

Motorola will replace Baldwin County existing single link Cambium Microwave with a Nokia Wavence 9500 MPR Microwave Solution supporting Layer 3 with the use of Multiprotocol Layer Switching (MPLS). MPLS is a network technology that helps data packets reach their destination faster and more efficiently. It also allows disparate data transports to be supported. For example, one MPLS Router can support both microwave and fiber. By installing MPLS at the microwave link between Meriwether and GCSU towers, Baldwin can add fiber connectivity between both sites to Main Dispatch/PSAP, thus providing a ring configuration as shown in Figure 4. A ring configuration between Meriwether Tower, GCSU Tower and Baldwin County Dispatch/PSAP Site makes the County’s ASTRO System backbone more reliable.

### 1.1.4 Connectivity

It is Motorola’s understanding that Baldwin County will provide the Fiber Connectivity as shown in Figure 1, Microwave System Topology. Listed below are the minimum service provider requirements to ensure reliable Ethernet site connectivity. This information should be provided to the chosen Ethernet service provider. Fiber specifications are as follows:

#### Bandwidth

The bandwidth referenced is the minimum required to ensure performance of a fully utilized site.

- Recommended: 2 Mbps min / 5 Mbps optimal

System Description



## Tolerance to Backhaul Network Congestion or Outage

- Site Links: 1.2 seconds

## Latency

Latency or IP Packet Transfer Delay. Defined per RF 2681.

- Maximum recommended: 10ms

## Jitter

The measurement method for jitter is based on RFC 3393 (Section 2.4) and ITU-T Recommendation Y.1541.

- Maximum recommended: 10ms

## Packet Loss

Defined per RFC 2680.

- Less than: 0.01%

## 1.1.5 Caveats and Assumptions

This proposal is based on the following list of caveats and assumptions:

- Motorola Solutions assumes that there is sufficient electrical service and HVAC cooling at each site to support the proposed equipment.
- The microwave topology and centerlines are **preliminary** and have not been field verified. The configuration is subject to change based on path and site surveys. Any necessary changes to the proposed design will be handled via a change order.
- Motorola Solutions has quoted services for FCC licensing on the new microwave hops; however, Motorola Solutions cannot guarantee the availability of frequencies or FCC approval.
- Motorola will provide the decommissioning of the existing microwave equipment only.
- A structural analysis has been quoted in this proposal for the Meriwether and GCSU sites. However, no tower remediations, upgrades, or replacements have been quoted in the scope of this proposal.

## 1.1.6 Feasibility Study

Attached in Appendix A is the Infinity Nokia feasibility study report for the following microwave path: Meriwether Site to GCSU Site.

## Section 2

# Statement of Work

## 2.1 System Integration

### 2.1.1 Professional Integration Services

Motorola Solutions internal methodologies, processes, and personnel are aligned to support our core business — the design, installation, and maintenance of wireless communications solutions.

We leverage our technical expertise and program management resources so Baldwin Co BOC can avoid the common issues that impact implementation timelines, budget, and system performance. We are offering a focused set of our implementation services to deploy the proposed system on time and on budget.

Motorola Solutions' will provide a Project Team to perform the proposed Professional Services. The project team will include the following roles:

- Project Manager (PM) — serves as the single point of contact for all system activities and issues, and will be responsible for coordinating team resources. The PM will make sure resulting contract obligations are addressed efficiently, professionally, and in a timely manner, with minimal impact on current system operations.
- System Engineer (SE) — responsible for the technical design of the proposed solution. The SE will gather and validate the requirements to finalize the design of the system to ensure it meets Baldwin Co BOC's requirements. The SE provides system design documentation, resolution of technical issues, and system support during system implementation and testing.
- System Installation Technicians — perform the physical installation, cabling, and grounding of the equipment.

The following sections summarize the System Integration services and project activities included in this estimate.

### 2.1.2 Finalize Solution and Project Plan Prior to Installation

- Hold Project Kickoff Meeting at Baldwin Co BOC's location OR by teleconference to introduce team members and review scope.

- Evaluate system installation site locations.
- Conduct Design Review at Baldwin Co BOC’s location OR by teleconference to present the proposed system design, project schedule, and implementation plan.
- Revise design, schedule, and implementation plan based on agreements made during the Design Review meeting.
- Finalize cutover requirements and document cutover activities in an actionable plan.
- Ensure Final Project Plan is approved by Baldwin Co BOC before the installation phase begins.

### 2.1.3 System Installation and Acceptance Testing

- Install proposed system equipment. Installations will be performed according to the Motorola Solutions manual “Standards and Guidelines for Communication Sites (R56).”
- Verify and optimize system configuration, and perform in-field functional acceptance testing for the system.
- Coordinate Cutover Plan activities as required.
- System Acceptance Testing will be performed, witnessed and signed by Baldwin County and Motorola.
- Provide “as-installed” documentation, customized for Baldwin Co BOC’s system.

Motorola is proposing the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Meriwether Tower (409 Meriweather Rd, Milledgeville, GA 31061)	<ul style="list-style-type: none"> <li>▪ MW Dish / Equipment</li> <li>▪ MPLS router</li> </ul>
GCSU Tower Site (247 Hwy 49 W, Milledgeville, GA 31061)	<ul style="list-style-type: none"> <li>▪ MW Dish / Equipment</li> <li>▪ MPLS router</li> </ul>

The document delineates the general responsibilities between Motorola and Customer as agreed to by contract.

### 2.1.4 Motorola Responsibilities

Motorola’s general responsibilities include the following:

- Install the Motorola-supplied equipment described above
- Schedule and conduct Customer Design Review (CDR)
- Schedule and provide Baldwin County with an agreed upon implementation and implementation schedule
- Coordinate the activities of all Motorola subcontractors under this contract
- Administer the testing of the new microwave network.
- Administer safe work procedures for installation
- Provide specifications for the appropriate system interconnects

## 2.1.5 Customer Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General Customer responsibilities include but are not limited to the following:

- Provide access to all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Participate in all project related meetings.
- Sign all documentation indicating acceptance of a task.
- Removal/decommissioning of existing equipment will be the responsibility of Baldwin County.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- Coordinate the activities of all Customer vendors or other contractors.


## 2.1.6 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades, modifications or remediations are the responsibility of Baldwin County.
- Any tower upgrade or remediation requirements are the responsibility of the Baldwin County.
- Approved FCC licensing will be provided by Baldwin County.
- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Baldwin County.
- No coverage guarantee is included in this proposal.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Statement of Work

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**Section 3**

# Service/Warranty

Motorola's standard (1 year) warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

Section 4

# Pricing Summary

Listed below is the pricing for the Baldwin County Microwave and MPLS System Upgrade.

Description	Pricing
Baldwin County Microwave Replacement	\$544,692.41
Baldwin County MPLS	\$159,360.12
<b>Subtotal</b>	<b>\$704,052.53</b>
<i>State of Georgia Contract Discount</i>	<i>(\$70,405.25)</i>
<b>Total</b>	<b>\$633,647.28</b>
<i>Additional Discount if Baldwin County provides purchases before November 24, 2025. Order Provided before November 24, 2025</i>	<i>(\$31,682.36)</i>
<b>Finalized Pricing</b> (***)Requires signed contract and PO issuance on or before November 24, 2025.)	<b>\$601,964.92</b>

\*\*\*This proposal is subject to the terms and conditions of the Motorola Solutions' Contract with Baldwin County, GA and this pricing is valid through November 24, 2025.

## 4.1.1 Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. The Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

### System Purchase

1. 15% of the System Price due upon contract execution (due upon effective date);
2. 50% of the System Price due upon shipment of equipment;
3. 30% of the System Price due upon installation of equipment; and

4. 5% of the System Price due upon Final Acceptance.

\*\*\*Please be advised that the payment terms are valid through November 24, 2025.

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

**For Lifecycle Support Plan and Subscription Based Services:  
Motorola will invoice the customer annually in advance of each year of the plan**



Section 5

# Contractual Documentation

## Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

### 1. Agreement.

- 1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

### 2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“**Delivery**” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“**Documentation**” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“**Equipment**” means hardware provided by Motorola.

“**Equipment Lease-Purchase Agreement**” means the agreement by which Customer finances all or a portion of the Contract Price.

“**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“**Integration Services**” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“**Licensed Software**” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“**Lifecycle Management Services**” or “**LMS**” means upgrade services as set out in the applicable Proposal.

“**Maintenance and Support Services**” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“**Motorola Data**” means data owned by Motorola and made available to Customer in connection with the Products;

“**Motorola Materials**” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates,

modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

**“Non-Motorola Materials”** means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

**“Products”** or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

**“Professional Services”** are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

**“Prohibited Jurisdiction”** means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

**“Services”** means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

**“Service Completion Date”** means the date of Motorola’s completion of the Services described in a Proposal.

**“Service Use Data”** has the meaning given to it in the DPA.

**“Site”** or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

**“Software-as-a-Service”** or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

**“Software System”** means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

**“Subscription”** means a recurring payment for Products, as set out in the Proposal.

**“Subscription Services”** or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

**“Term”** means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.


### 3. Products and Services.

- 3.1. Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).
- 3.2. Services.**

  - 3.2.1.** Motorola will provide Services, to the extent set forth in this Agreement.
  - 3.2.2.** Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).
  - 3.2.3.** Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.
  - 3.2.4.** Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.
  - 3.2.5. Professional Services**

    - 3.2.5.1.** Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.
- 3.3. Additional Product Terms.** If the Products include one of the following Products or Product types, additional terms apply as found in the below links:  
[AI Terms](#)  
[Comparison Manager](#)  
[Data licensed from Motorola](#)  
[Drone related Products](#)  
[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)
- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by

Contractual Documentation

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Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

#### **4. Term and Termination.**

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.
- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and terminate absolutely and without further obligation on the part of the Customer at the close of the calendar year; provided however, that unless otherwise stated in the Proposal, the Subscription will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30)

days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

- 4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1. The Contract Price of **\$601,964.92**, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for



Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

- 5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC (optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

**6. Sites; Customer-Provided Equipment; Non-Motorola Materials.**

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites



are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

- 6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will

comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.

- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

## 7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the

warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

- 7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

## 8. Indemnification.

- 8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

**8.2.1.** If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

**8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

**8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.

**8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer’s (or its service providers, agents, employees, or Authorized User’s) negligence or willful misconduct; and (d) Customer’s or its Authorized User’s breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola’s use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

**9. Limitation of Liability.**

**9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES,

SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

**10. Confidentiality.**

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

**11. Proprietary Rights; Data; Feedback.**

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights,



trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## 12. Acceptance

- 12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

## 13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).
- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):
- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Georgia. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Baldwin County, Georgia, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to the Superior Court of Baldwin County. Each Party expressly consents to the exclusive jurisdiction of such court and venue in such court for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each

additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 –



Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

**15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer:** \_\_\_\_\_

By: Thomas Slaughter

By: \_\_\_\_\_

Name: Thomas Slaughter

Name: \_\_\_\_\_

Title: Area Sales Manager - GA

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

Date: October 23, 2025

Date: \_\_\_\_\_

Section 6

# Appendix A-Feasibility Study

Feasibility Study is included on the pages that follow.

## 6.1 Microwave Path Engineering Services

### 6.1.1 Feasibility Studies

Infinity Technology Solutions, LLC (“Infinity”) provides feasibility studies of microwave radio paths in support of bidding efforts or when purchased by the Customer. Feasibility studies are performed using information provided by or on behalf of the Customer. Results of the feasibility study are provided to the Customer and may include:

- System map
- Path profiles
- Path calculations
- Availability calculations

This report is intended to establish the feasibility of constructing a microwave system to meet the customer’s needs as outlined to Infinity Technology Solutions (‘Infinity’). It is based on customer supplied data unless noted otherwise. This information should be used solely to determine if a more formal engineering effort is worthwhile. No equipment orders, site work, tower structural analysis, frequency coordination or similar activity should be based on this document. A field path survey is highly recommended to confirm path clearances, to verify site and critical point coordinates and elevations, to establish actual tree, building and tower heights, and to identify any other conditions that can affect path performance. Without a field path survey the path clearances and, therefore, viability cannot be warranted.

Feasibility studies are preliminary in nature and are not intended to represent a final design. Therefore, no guarantee is provided, and the Customer assumes all risks associated with installing any equipment based on a feasibility study.


### 6.1.2 Field Path Surveys

Infinity offers microwave path surveying services to determine or verify;

- Site coordinates
- Ground elevation
- On-path obstruction location and height
- Tower information

Other parameters required to engineer and implement a microwave radio link The present and anticipated future effect of on-path obstructions, such as tree growth, is evaluated and incorporated into the path design where applicable. The results of the path survey are documented and a formal survey report or technical report, as required, is delivered to the Customer. Infinity warrants that the geodetic coordinates are accurate to within 1-second of latitude and 1-second of longitude, ground elevations are accurate to within 5-feet and on-path obstructions at critical points are identified and present heights are accurate to within 5-feet. Infinity warrants only the actual paths surveyed.

Appendix A-Feasibility Study

Use or disclosure of this proposal is subject to the restrictions on the cover page.  **MOTOROLA SOLUTIONS**  
Motorola Solutions Confidential Restricted

### 6.1.3 Path Design

Infinity offers path design services. The path design is based on formal field survey data gathered by Infinity path surveyors. Path designs include profiling a path to determine antenna centerline requirements, and path calculations to determine the antenna and radio types necessary to meet the Customer's availability objective.

Infinity will recommend antenna centerlines based on the range of K-factors expected to occur during an average year. The Fresnel zone clearance criteria used by Infinity for various K-factors are in line with current industry standards. In addition, paths are checked for susceptibility to obstruction fading outages using a standard Obstruction Fading model. Paths are also analyzed for ground-based reflections. After these calculations are completed, if the Customer's path availability objective has not been met, various countermeasures are recommended to improve path availability.

Path availability is determined using current industry accepted models for predicting outage times and diversity improvement factors associated with normal atmospheric multipath fading, up-fading, rain fading, and obstruction fading. Every effort is made by Infinity to anticipate the probable occurrence of abnormal propagation conditions based on historical documentation, experience, geographical location, and field survey data.

The final path design documentation will include one or more of the following, depending on the services purchased by the Customer:

- System map
- Final path profile(s)
- Final path calculations

Infinity warrants that all radio paths using Infinity-supplied equipment and installed based on Infinity's recommended path design shall conform to the Customer's availability requirement for normal atmospheric multipath fading. Infinity will not be responsible for excessive outages or degraded performance due to abnormal fading conditions. Abnormal fading conditions include, but are not limited to:

- Formation of extreme radio refractivity gradients associated with:
  - Exceptionally large temperature inversions
  - Abnormal temperature/humidity layers
  - Fog formation
  - Signal trapping caused by surface or atmospheric ducting
- Reflections from unidentifiable off-path terrain features or physical structures
- Rain fading due to rainfall rates that are in excess of the published rates or charts used to predict rain induced outages.

If Infinity suspects that abnormal propagation conditions are the cause of degraded system performance, Infinity will assist the Customer in verifying the conditions leading to the degraded system performance. After the problem has been identified, Infinity will support the Customer in identifying

possible solutions to the problem and assess the incremental improvement expected from corrective actions. Implementation of corrective action to remedy this type of problem shall be the sole responsibility of the Customer.

### 6.1.4 Frequency Planning (Does not apply to NTIA coordinated projects)

Infinity offers frequency planning services, including frequency selection, prior coordination, interference case resolution, and FCC license application documentation preparation. Infinity warrants that the interference studies will be conducted using industry-accepted methods, hardware, and software; and that the frequency database will be maintained as accurately as possible at the time of the study. Infinity will not be responsible for interference cases that arise due to errors or omissions in the database.

Upon completion of the frequency planning services, some or all of the following documentation is provided to the Customer:

- Prior Coordination Notice
- Frequency Coordination Data Sheet
- Supplemental Showing pursuant to FCC Rules Part 101.103(d)
- Completed FCC Form 601 License Application

In the event harmful frequency interference is detected during the acceptance testing of a radio installation and Infinity provided the frequency planning services, Infinity's total responsibility for correcting the problem is limited to selecting another frequency. If harmful interference occurs after the radio system has been installed and accepted, corrective action is the sole responsibility of the Customer.

### 6.1.5 Warranty

Infinity warrants its path surveys and path designs for a period of 12 months from the date of delivery of the path survey study to the Customer. Infinity warrants its frequency planning for a period of 6 months from the date the path was prior coordinated. Except as further limited above, in the event of a proven breach of warranty, the Customer's sole remedy under this warranty shall be that Infinity will provide the labor and material to correct the error in the path survey or path design. In the event that such error is not directly related to Infinity's path engineering efforts, expenses for such labor and material shall be borne by the Customer.

The following assumptions were used in the path design:

- Site latitudes and longitudes were provided by the customer.
- Existing and/or planned tower heights were provided by the customer.
- Ground elevations are from the National Elevation Dataset (NED) with a 1/3 arc-sec resolution in the Continental US (~10 m resolution).
- Land cover is from the National Land Cover Dataset 2023.

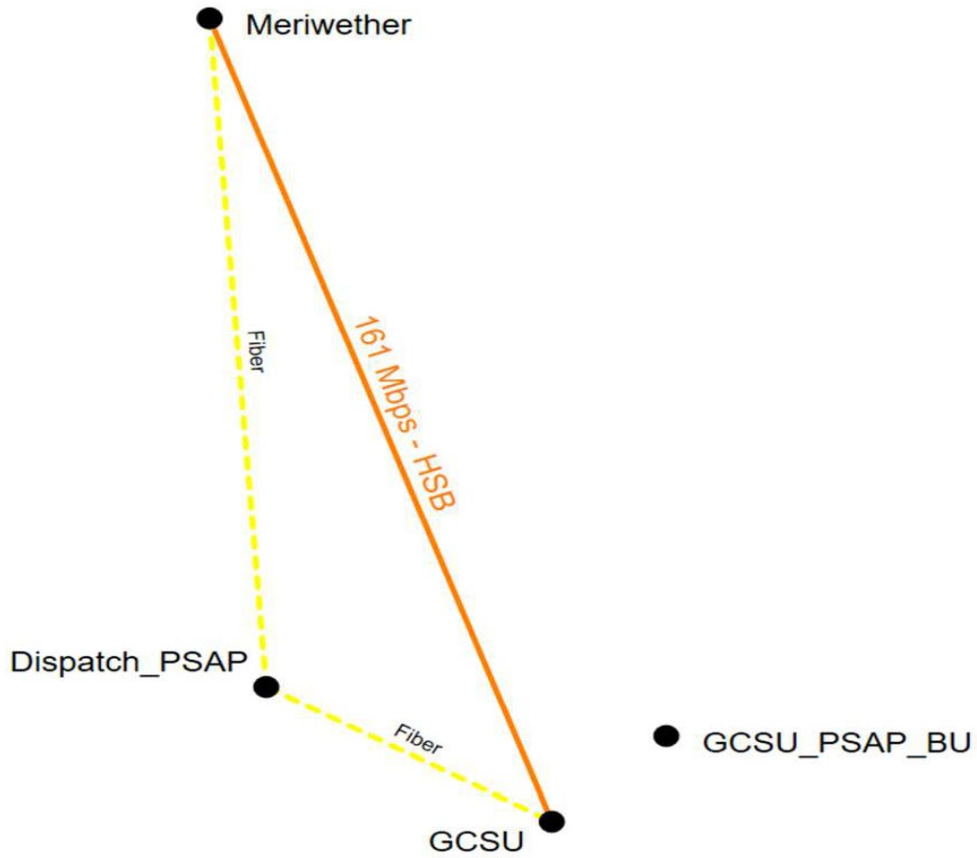
- Tree heights used in the design are based on a database of previously measured trees in the area. Tree, building, and other potential obstructions heights are cross-referenced as best as possible in Google Earth when street view and 3D building views are available.
- A tree height growth factor of 20 feet.
- Profiles use the Vigants-Barnett multi-path algorithm, Vigants space diversity algorithm, and the 2003 Crane model with city rates for rain attenuation.
- The path was designed for an average propagation area (Climatic factor = 2.0).
- The clearance criteria for all main antenna centerlines are the higher of:
  - 100% 1st Fresnel zone over  $K=4/3$
  - Grazing over  $K=1/2$
- The clearance criteria for any space diversity antennas centerline are:
  - 60% 1st Fresnel zone over  $K=4/3$
- The microwave radio type used for path design is the Nokia UBT-I indoor transceiver.
- All transmit antennas meet FCC Part 101 Category A standards.
- The non-ring path is designed to meet an annual availability objective is 99.999% (2-way multipath + Rain for paths designed at frequencies above 10.5 GHz) at  $10^{-6}$  BER.

### 6.1.6 Identified Risks

Based on desktop study the following risks have been identified. Path and site surveys will be required for a final determination of paths viability.

- This design proposes to use centerlines listed in this report that have clear line of sight, but a path survey will be required to verify those assumptions.

## 6.1.7 Microwave Network Map



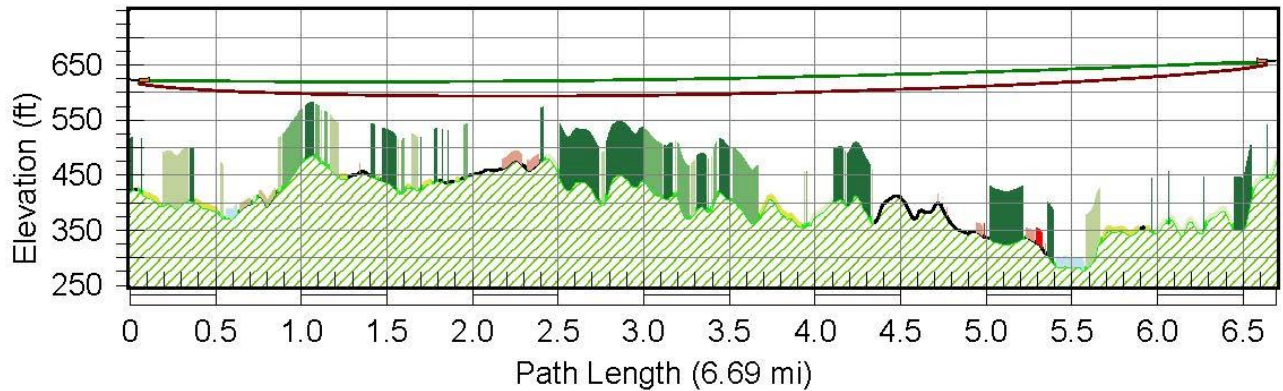
### 6.1.8 Land Cover Clutter Height Definition

Tree Data Search		Update Profile Clutter					
		ID	Description	Height (ft)	Ground Type	Color	
<b>NOKIA</b>		1	11	Open Water	0.0	water	
		2	12	Perennial Ice/Snow	0.0	poor	
		3	21	Developed, Open Space	0.0	poor	
		4	22	Developed, Low Intensity	16.4	poor	
	Latitude	5	23	Developed, Medium Intensity	26.2	poor	
	33.158333	6	24	Developed, High Intensity	49.2	poor	
		7	31	Barren Land	0.0	average	
	Longitude	8	32	Unconsolidated Shore	0.0	average	
	-83.31175	9	41	Deciduous Forest	95.0	good	
		10	42	Evergreen Forest	95.0	good	
	Search Radius	11	43	Mixed Forest	95.0	good	
	(miles)	12	51	Dwarf Scrub	6.6	average	
	50.0	13	52	Shrub/Scrub	9.8	average	
		14	71	Grassland/Herbaceous	6.6	good	
	Number of Trees	15	72	Sedge/Herbaceous	6.6	average	
	Within Radius	16	73	Lichens	0.0	poor	
	75	17	74	Moss	0.0	average	
		18	81	Pasture/Hay	6.6	good	
	Average Tree	19	82	Cultivated Crops	6.6	good	
	Height (ft)	20	90	Woody Wetlands	16.4	good	
	75	21	95	Emergent Herbaceous Wetlands	6.6	good	
		22	0		0.0	poor	
Maximum Tree							
Height (ft)							
93							



## 6.1.9 Microwave Path Design Summary, Profiles, and Calculations

Site name S1	ASR S1	Latitude S1	Longitude S1	Tower Type S1	Elevation (ft) S1	Path Length (mi)	Polarization	Radio Model S1	TR Configuration S1	TX Power (dBm) S1	TR TX Filter Loss (dB) S1	TR TX Switch Loss (dB) S1	TX Power at ACU Antenna Port (dBm) S1	RX Threshold Level (dBm) S1	Diffraction Loss (dB)	Receive Signal (dBm) S1	Thermal Fade Margin (dB) S1	Annual 2 way multipath availability (%)	Climatic factor	TR Antenna Model S1	TR Antenna Height (ft) S1	True Azimuth (°) S1	TR TX Line Model S1	TR TX Line Length (ft) S1	TR TX Loss (dB) S1	TR RX Loss (dB) S1	EIRP (dBm) S1
Meriwether	1285051	33 09 30.00 N	083 18 42.30 W	1 Self Supporting	422.59	6.69	Vertical	WVCE61-J1-128F30S-161	HSB (1:10) Diplexer Main	34	1.8	0.15	32.05	-74.5	0	-29.41	45.09	99.99998	2	VHLP6-6W	200	160.24	EW63	230	6.28	6.43	66.72
GCSU	1253199	33 04 01.10 N	083 16 22.00 W	2 Guyed	477.96	6.69	Vertical	WVCE61-J1-128F30S-161	HSB (1:10) Diplexer Main	34	1.8	0.15	32.05	-74.5	0	-29.41	45.09	99.99998	2	VHLP6-6W	180	340.26	EW63	210	5.99	6.14	67.01



Meriwether	
Latitude	33 09 30.00 N
Longitude	083 18 42.30 W
Azimuth	160.24°
Elevation	423 ft ASL
Antenna CL	200.0 ft AGL

Frequency (MHz) = 6125.0
Main 1 K = 1.330 %F1 = 100.00
Main 2 K = 0.500

GCSU	
Latitude	33 04 01.10 N
Longitude	083 16 22.00 W
Azimuth	340.26°
Elevation	478 ft ASL
Antenna CL	180.0 ft AGL

Transmission details (Meriwether-GCSU 091625.pl6)

	Meriwether	GCSU
Latitude	33 09 30.00 N	33 04 01.10 N
Longitude	083 18 42.30 W	083 16 22.00 W
True Azimuth (°)	160.24	340.26
Vertical Angle (°)	0.02	-0.09
Elevation (ft)	422.59	477.96
Tower height (ft)	268.00	400.00
Tower Type	Self Supporting	Guyed
Antenna Model	VHLP6-6W (TR)	VHLP6-6W (TR)
Antenna Filename	rpe 7138a	rpe 7138a
Antenna Gain (dBi)	39.00	39.00
Antenna Diameter (ft)	6.00	6.00
Antenna Height (ft)	200.00	180.00
Orientation Loss (dB)	0.00	0.00
TX Line Model	EW63	EW63
TX Line Unit Loss (dB/100 ft)	1.45	1.45
TX Line Length (ft)	230.00	210.00
TX Line Loss (dB)	3.33	3.04
Connector Loss (dB)	0.50	0.50
Extender Loss (dB)	0.50	0.50
TX Switch Loss (dB)	0.15	0.15
TX Filter Loss (dB)	1.80	1.80
RX Filter Loss (dB)	2.10	2.10
TX loss (dB)	6.28	5.99
RX loss (dB)	6.43	6.14
Frequency (MHz)	6125.00	
Polarization	Vertical	
Path Length (mi)	6.690	
Free Space Loss (dB)	128.85	
Atmospheric Absorption Loss (dB)	0.15	
Diffraction loss (dB)	0.00	
Net Path Loss (dB)	63.41	63.41
Configuration	HSB (1:10) Diplexer Main	HSB (1:10) Diplexer Main

Radio Model	WVCE61-J1-128F30S-161	WVCE61-J1-128F30S-161
Radio Filename	wvce61_j_128f30s_161	wvce61_j_128f30s_161
TX Power (dBm)	34.00	34.00

	Meriwether	GCSU
TX Power at ACU Antenna Port (dBm)	32.05	32.05
TX Power at Top of Rack (dBm)	31.55	31.55
Emission Designator	30M0D7W	30M0D7W
EIRP (dBm)	66.72	67.01
RX Threshold Criteria	1E-6 BER	1E-6 BER
RX Threshold Level (dBm)	-74.50	-74.50
RX Threshold at RX Input Port (dBm)	-74.50	-74.50
Maximum Receive Signal (dBm)	-22.00	-22.00
RX Signal at Top of Rack (dBm)	-26.81	-26.81
RX Signal at ACU Antenna Port (dBm)	-27.31	-27.31
RX Signal at RX Input Port (dBm)	-29.41	-29.41
Receive Signal (dBm)	-29.41	-29.41
Thermal Fade Margin (dB)	45.09	45.09
Dispersive Fade Margin (dB)	64.00	64.00
Dispersive fade occurrence factor	3.00	
Effective Fade Margin (dB)	44.93	44.93
Climatic factor	2.00	
Terrain roughness (ft)	49.39	
C factor	2.03	
Average annual temperature (°F)	61.84	
Fade occurrence factor (Po)	9.316E-03	
Worst month multipath availability (%)	99.99997	99.99997
Worst month multipath unavailability (sec)	0.79	0.79
Annual multipath availability (%)	99.99999	99.99999
Annual multipath unavailability (sec)	2.92	2.92
Annual 2 way multipath availability (%)	99.99998	
Annual 2 way multipath unavailability (sec)	5.84	

Multipath fading method - Vigants - Barnett

## Section 5

# Contractual Documentation

## Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

### 1. Agreement.

- 1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

### 2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.



**“Confidential Information”** means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

**“Customer Data”** has the meaning given to it in the DPA.

**“Customer-Provided Equipment”** means components, including equipment and software, not provided by Motorola which may be used with the Products.

**“Data Processing Addendum”** or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

**“Delivery”** means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

**“Documentation”** means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

**“Equipment”** means hardware provided by Motorola.

**“Equipment Lease-Purchase Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

**“Integration Services”** means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

**“Licensed Software”** means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

**“Lifecycle Management Services”** or **“LMS”** means upgrade services as set out in the applicable Proposal.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

**“Motorola Data”** means data owned by Motorola and made available to Customer in connection with the Products;

**“Motorola Materials”** means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates,

modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

**“Non-Motorola Materials”** means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (“**SOW**”), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (“**ATP**”); a “Payment” Form (Communications System purchase only); or a “System Acceptance Certificate” (Communications System only), depending on the Products purchased by Customer.

**“Products”** or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

**“Professional Services”** are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

**“Prohibited Jurisdiction”** means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

**“Services”** means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

**“Service Completion Date”** means the date of Motorola's completion of the Services described in a Proposal.

**“Service Use Data”** has the meaning given to it in the DPA.

**“Site”** or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

**“Software-as-a-Service”** or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

**“Software System”** means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

**“Subscription”** means a recurring payment for Products, as set out in the Proposal.

**“Subscription Services”** or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

**“Term”** means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

### 3. Products and Services.



- 3.1. Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).
- 3.2. Services.**
- 3.2.1.** Motorola will provide Services, to the extent set forth in this Agreement.
- 3.2.2.** Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).
- 3.2.3.** Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.
- 3.2.4.** Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.
- 3.2.5. Professional Services**
- 3.2.5.1. Additional Service Terms.** If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.
- 3.3. Additional Product Terms.** If the Products include one of the following Products or Product types, additional terms apply as found in the below links:  
[AI Terms](#)  
[Comparison Manager](#)  
[Data licensed from Motorola](#)  
[Drone related Products](#)  
[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)
- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by



Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

- 3.7. **Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. **Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. **Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. **Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.
4. **Term and Termination.**
- 4.1. **Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.
- 4.1.1. **Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and terminate absolutely and without further obligation on the part of the Customer at the close of the calendar year; provided however, that unless otherwise stated in the Proposal, the Subscription will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. **Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30)



days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

- 4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1. The Contract Price of **\$601,964.92**, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for



Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

- 5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
 Customer Accounts Payable Email: \_\_\_\_\_  
 Customer CC (optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_



Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

## 6. **Sites; Customer-Provided Equipment; Non-Motorola Materials.**

- 6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites



are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

- 6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will



comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.

- 6.9. **Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. **API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

## 7. Representations and Warranties.

- 7.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. **System Warranty.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. **Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. **SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. **Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. **Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the



warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

- 7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product and re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

## 8. Indemnification.

- 8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.



- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.
- 9. Limitation of Liability.**
- 9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES,



SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## 10. Confidentiality.

- 10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

## 11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights,



trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **12. Acceptance**

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

## **13. Force Majeure; Delays Caused by Customer.**

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.




Baldwin County, Georgia  
Microwave and MPLS Upgrade

September 25, 2025

- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).
- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):
- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Georgia. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Baldwin County, Georgia, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to the Superior Court of Baldwin County. Each Party expressly consents to the exclusive jurisdiction of such court and venue in such court for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each

Contractual Documentation

Use or disclosure of this proposal is subject to the restrictions on the cover page.  MOTOROLA SOLUTIONS  
Motorola Solutions Confidential Restricted



additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 –

Baldwin County, Georgia  
Microwave and MPLS Upgrade

September 25, 2025

Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

**15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer:** \_\_\_\_\_

By: Thomas Slaughter

By: \_\_\_\_\_

Name: Thomas Slaughter

Name: \_\_\_\_\_

Title: Area Sales Manager - GA

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

Date: October 23, 2025

Date: \_\_\_\_\_

Section 6

# Appendix A-Feasibility Study

Feasibility Study is included on the pages that follow.



## 6.1 Microwave Path Engineering Services

### 6.1.1 Feasibility Studies

Infinity Technology Solutions, LLC (“Infinity”) provides feasibility studies of microwave radio paths in support of bidding efforts or when purchased by the Customer. Feasibility studies are performed using information provided by or on behalf of the Customer. Results of the feasibility study are provided to the Customer and may include:

- System map
- Path profiles
- Path calculations
- Availability calculations

This report is intended to establish the feasibility of constructing a microwave system to meet the customer’s needs as outlined to Infinity Technology Solutions (‘Infinity’). It is based on customer supplied data unless noted otherwise. This information should be used solely to determine if a more formal engineering effort is worthwhile. No equipment orders, site work, tower structural analysis, frequency coordination or similar activity should be based on this document. A field path survey is highly recommended to confirm path clearances, to verify site and critical point coordinates and elevations, to establish actual tree, building and tower heights, and to identify any other conditions that can affect path performance. Without a field path survey the path clearances and, therefore, viability cannot be warranted.

Feasibility studies are preliminary in nature and are not intended to represent a final design. Therefore, no guarantee is provided, and the Customer assumes all risks associated with installing any equipment based on a feasibility study.


### 6.1.2 Field Path Surveys

Infinity offers microwave path surveying services to determine or verify;

- Site coordinates
- Ground elevation
- On-path obstruction location and height
- Tower information

Other parameters required to engineer and implement a microwave radio link The present and anticipated future effect of on-path obstructions, such as tree growth, is evaluated and incorporated into the path design where applicable. The results of the path survey are documented and a formal survey report or technical report, as required, is delivered to the Customer. Infinity warrants that the geodetic coordinates are accurate to within 1-second of latitude and 1-second of longitude, ground elevations are accurate to within 5-feet and on-path obstructions at critical points are identified and present heights are accurate to within 5-feet. Infinity warrants only the actual paths surveyed.

Appendix A-Feasibility Study

Use or disclosure of this proposal is subject to the restrictions on the cover page.  **MOTOROLA SOLUTIONS**  
Motorola Solutions Confidential Restricted



### 6.1.3 Path Design

Infinity offers path design services. The path design is based on formal field survey data gathered by Infinity path surveyors. Path designs include profiling a path to determine antenna centerline requirements, and path calculations to determine the antenna and radio types necessary to meet the Customer's availability objective.

Infinity will recommend antenna centerlines based on the range of K-factors expected to occur during an average year. The Fresnel zone clearance criteria used by Infinity for various K-factors are in line with current industry standards. In addition, paths are checked for susceptibility to obstruction fading outages using a standard Obstruction Fading model. Paths are also analyzed for ground-based reflections. After these calculations are completed, if the Customer's path availability objective has not been met, various countermeasures are recommended to improve path availability.

Path availability is determined using current industry accepted models for predicting outage times and diversity improvement factors associated with normal atmospheric multipath fading, up-fading, rain fading, and obstruction fading. Every effort is made by Infinity to anticipate the probable occurrence of abnormal propagation conditions based on historical documentation, experience, geographical location, and field survey data.

The final path design documentation will include one or more of the following, depending on the services purchased by the Customer:

- System map
- Final path profile(s)
- Final path calculations

Infinity warrants that all radio paths using Infinity-supplied equipment and installed based on Infinity's recommended path design shall conform to the Customer's availability requirement for normal atmospheric multipath fading. Infinity will not be responsible for excessive outages or degraded performance due to abnormal fading conditions. Abnormal fading conditions include, but are not limited to:

- Formation of extreme radio refractivity gradients associated with:
  - Exceptionally large temperature inversions
  - Abnormal temperature/humidity layers
  - Fog formation
  - Signal trapping caused by surface or atmospheric ducting
- Reflections from unidentifiable off-path terrain features or physical structures
- Rain fading due to rainfall rates that are in excess of the published rates or charts used to predict rain induced outages.

If Infinity suspects that abnormal propagation conditions are the cause of degraded system performance, Infinity will assist the Customer in verifying the conditions leading to the degraded system performance. After the problem has been identified, Infinity will support the Customer in identifying

possible solutions to the problem and assess the incremental improvement expected from corrective actions. Implementation of corrective action to remedy this type of problem shall be the sole responsibility of the Customer.

#### 6.1.4 Frequency Planning (Does not apply to NTIA coordinated projects)

Infinity offers frequency planning services, including frequency selection, prior coordination, interference case resolution, and FCC license application documentation preparation. Infinity warrants that the interference studies will be conducted using industry-accepted methods, hardware, and software; and that the frequency database will be maintained as accurately as possible at the time of the study. Infinity will not be responsible for interference cases that arise due to errors or omissions in the database.

Upon completion of the frequency planning services, some or all of the following documentation is provided to the Customer:

- Prior Coordination Notice
- Frequency Coordination Data Sheet
- Supplemental Showing pursuant to FCC Rules Part 101.103(d)
- Completed FCC Form 601 License Application

In the event harmful frequency interference is detected during the acceptance testing of a radio installation and Infinity provided the frequency planning services, Infinity's total responsibility for correcting the problem is limited to selecting another frequency. If harmful interference occurs after the radio system has been installed and accepted, corrective action is the sole responsibility of the Customer.

#### 6.1.5 Warranty

Infinity warrants its path surveys and path designs for a period of 12 months from the date of delivery of the path survey study to the Customer. Infinity warrants its frequency planning for a period of 6 months from the date the path was prior coordinated. Except as further limited above, in the event of a proven breach of warranty, the Customer's sole remedy under this warranty shall be that Infinity will provide the labor and material to correct the error in the path survey or path design. In the event that such error is not directly related to Infinity's path engineering efforts, expenses for such labor and material shall be borne by the Customer.

The following assumptions were used in the path design:

- Site latitudes and longitudes were provided by the customer.
- Existing and/or planned tower heights were provided by the customer.
- Ground elevations are from the National Elevation Dataset (NED) with a 1/3 arc-sec resolution in the Continental US (~10 m resolution).
- Land cover is from the National Land Cover Dataset 2023.



- Tree heights used in the design are based on a database of previously measured trees in the area. Tree, building, and other potential obstructions heights are cross-referenced as best as possible in Google Earth when street view and 3D building views are available.
- A tree height growth factor of 20 feet.
- Profiles use the Vigants-Barnett multi-path algorithm, Vigants space diversity algorithm, and the 2003 Crane model with city rates for rain attenuation.
- The path was designed for an average propagation area (Climatic factor = 2.0).
- The clearance criteria for all main antenna centerlines are the higher of:
  - 100% 1st Fresnel zone over  $K=4/3$
  - Grazing over  $K=1/2$
- The clearance criteria for any space diversity antennas centerline are:
  - 60% 1st Fresnel zone over  $K=4/3$
- The microwave radio type used for path design is the Nokia UBT-I indoor transceiver.
- All transmit antennas meet FCC Part 101 Category A standards.
- The non-ring path is designed to meet an annual availability objective is 99.999% (2-way multipath + Rain for paths designed at frequencies above 10.5 GHz) at  $10^{-6}$  BER.

### 6.1.6 Identified Risks

Based on desktop study the following risks have been identified. Path and site surveys will be required for a final determination of paths viability.

- This design proposes to use centerlines listed in this report that have clear line of sight, but a path survey will be required to verify those assumptions.

**RESOLUTION R-2025-79**

A RESOLUTION TO AUTHORIZE A CUSTOMER AGREEMENT WITH  
MOTOROLA SOLUTIONS, INC. FOR HARDWARE, SOFTWARE, AND SERVICE  
UPGRADES TO THE BALDWIN COUNTY COMMUNICATIONS SYSTEM

WHEREAS, the Baldwin County Board of Commissioners have been informed of the need to upgrade the Baldwin County Communications system to include microwave and MPLS upgrades; and,

WHEREAS, information has been solicited and it has been determined that Motorola Solutions offers the best option for the upgrades to the communication system; and,

WHEREAS, the Motorola Solutions, Inc. Customer Agreement is hereby attached and by reference duly incorporated and made a binding part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Baldwin County Board of Commissioners, and it is hereby resolved by the authority of the same, that:

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization a Customer Agreement.** The Board of Commissioners hereby approves the attached Motorola Solutions, Inc. Customer Agreement.
- 3. Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the amendment to the agreement with Motorola Solutions, Inc.
- 4. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED**, this 4<sup>th</sup> day of November, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County Georgia

Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011 REGION: 06

GRANT NO: 31-25-26-06-011  
FAIN: 25A55AW000130

GRANT PERIOD:  
FROM: 10/1/2025 THRU: 6/30/2027

TOTAL FUNDS: \$ 434,826  
Admin not to exceed: \$ 43,483

GRANT YEAR: FY2026  
PROGAM TITLE/TYPE: I Dislocated Worker Program CFDA NO: 17.278

This award is hereby made, in the amount and for the period shown above, from a grant under the Workforce Innovation and Opportunity Act (P.L. 113-128), as amended, to the above mentioned recipient, and in accordance with the Workforce Innovation Plan project application. This award is subject to any attached assurances, revisions, special conditions, or waivers.

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia's Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

This grant becomes effective on the beginning of the grant period, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Grant Award and any of the attached properly executed revisions, waivers and special condition statements are returned to OWD.

- This award is subject to Certification Regarding the Role of the Local Grant Recipient
- This award is subject to Subrecipient Designation (if applicable)
- This award is subject to Liability Waiver
- This award is subject to Certification on Nondiscrimination and Equal Opportunity Requirements
- This award is subject to Certification Regarding Drug-Free Workplace Requirements
- This award is subject to Certification Regarding Debarment and Suspension
- This award is subject to Certification For Lobbying
- This award is subject to Statement of Assurances
- This award is subject to special conditions (attached)

Technical College System of Georgia  
Assistant Commissioner, Office of Workforce Development

I, Andrew Strickland (typed) acting under my authority to contract on behalf of the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein, do hereby accept this Grant Award.

11-4-2025  
Date of Acceptance  
Andrew Strickland  
Chairperson

\_\_\_\_\_  
Date Executed  
\_\_\_\_\_  
Authorized Signature  
Chairman  
Title (typed)

Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

LIABILITY WAIVER

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011

SUBGRANT NO: 31-25-26-06-011

SUBGRANT PERIOD:

FROM: 10/1/2025

THRU: 6/30/2027

PROGRAM TITLE/TYPE: I Dislocated Worker Program

DATE OF AWARD: 10/1/2025

EIN: 58-6000782

UNIQUE ENTITY IDENTIFIER (UEI): DQQFUGRF6MW6

Approved Indirect Cost Rate: [Insert Rate]

Fiscal Agent Risk Level:

=====

THE LOCAL GRANT RECIPIENT AGREES TO, AND WILL HOLD HARMLESS THE TECHNICAL COLLEGE SYSTEM OF GEORGIA'S OFFICE OF WORKFORCE DEVELOPMENT, ITS OFFICERS AND EMPLOYEES AND THE STATE OF GEORGIA FROM ALL CLAIMS, COSTS, DAMAGES, OR EXPENSE ARISING FROM ANY ACTS OR OMISSIONS OF THE RECIPIENT, ITS EMPLOYEES OR AGENTS WHILE PERFORMING UNDER THIS GRANT AWARD.

=====

11-4-2025  
\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chairman  
Title (typed)



**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**STATEMENT OF WORK**

Funds are to be used to implement general Dislocated Worker workforce/training activities as allowable under Public Law No:113-128 Workforce Innovation and Opportunity Act.

**STATEMENT OF ASSURANCES**

**Nondiscrimination and Equal Opportunity Requirements of WIOA**

- (1) As a condition to the award of financial assistance under WIOA from the U.S. Department of Labor, the grant recipient assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination, and equal opportunity provisions of Section 188 of the Workforce Innovation and Opportunity Act (WIOA), including the Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; and Title IX of the Education Amendments of 1972, as amended. The grant recipient also assures that it will comply with all regulations implementing the laws listed above. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- (2) The obligation for insuring service provider or vendor compliance with the nondiscrimination and equal opportunity provisions of WIOA rests with the LWDA grant recipient, as specified in the LWDA grant recipient's Method of Administration.
- (3) The LWDA grant recipient agrees to abide by the Equal Opportunity policy stated below and must provide initial and continuing notice that it does not discriminate on any prohibited ground. The LWDA grant recipient must also take appropriate steps to ensure that communication with individuals with disabilities are as effective as communications with others.

The Equal Opportunity notice must contain the following specific wording:

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:  
Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and Against any beneficiary of programs financially assisted under the Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;  
Providing opportunities in, or treating any person with regard to, such a program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

- (4) At a minimum, the notice required by sections 60-1.42 and 60-1.4(a) must be posted prominently in reasonable places; Disseminated in internal memoranda and other written or electronic communication; Included in handbooks or manuals; and made available to each participant and made part of each participant's file.

**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

- A. The grant recipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant, be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. The notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).



**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Local Grant Recipient Covered Transactions**

**Instructions for Certification**

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective local grant recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

By signing and submitting this proposal, the prospective local grant recipient is providing the certification set out below:

1. The prospective local grant recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective local grant recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any local grant recipient covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
3. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Local Grant Recipient Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
4. A participant in a covered transaction may rely upon a certification of a prospective participant in a local grant recipient covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a local grant recipient covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective local grant recipient certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective local grant recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned swears that the foregoing statement is true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**CERTIFICATION FOR LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards of greater than \$100,000, at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**Technical College System of Georgia, Office of Workforce Development**  
**GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**STATEMENT OF ASSURANCES**

The grant recipient (Chief Elected Official) and Grant Administrator and/or fiscal agent (when such designation has occurred) hereby assures and certifies that it will comply with Public Law 113-128, Federal Workforce Innovation and Opportunity Act (WIOA) Regulations, and any amendments or additions to said Regulations, State and local law, the Regulations and Policies as issued by the Technical College System of Georgia's Office of Workforce Development (OWD), requirements contained in the applicable OMB Circulars, and applicable Uniform Administrative Requirements.

1. It was selected in accordance with Sec. 107 (b)(c)(d) of the Act as the authorized entity to receive the Grant. It further attests that a resolution, motion, or similar action has been duly adopted or passed authorizing it to accept all understandings and assurances contained within this Grant Award.
2. It will establish safeguards or prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with family, business or other ties.
3. It will, upon the written request of the OWD, promptly refund to the OWD all funds representing disallowed costs. This repayment shall be made regardless of any claim of the subrecipient against any other person or entity.
4. It will retain all records pertinent to this Grant Award for a period of three years after the closeout package is accepted by OWD. Records for equipment shall be retained for a period for three years beginning on the last day of the Program Year in which final disposition of property occurred. If any litigation, claim, negotiation, audit, or other action involving the records has not been completed before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
5. The grant administrator acknowledges that the Georgia Open Records Act (O.C.G.A. 50-18-70 et seq.) provided at 50-18(a) that records received or maintained by a private person, firm, corporation, or other private entity in the performance of a service or function for or on behalf of an agency, or public office, shall be subject to the Georgia Open Records Act, and provides a criminal misdemeanor penalty for knowing and willful noncompliance with Open Records Act provisions. The grant administrator acknowledges that the Open Records Act also contains an exception to the general rule requiring that public records be made accessible to the public, which exception provides that the public records prohibited or specifically exempted from being open to inspection by the general public, by order of a court of this state or by law, shall not be open to inspection by the general public. The grant administrator agrees to comply with the Open Records Act and to protect private and confidential records that are exempted from being open to inspection by the general public.
6. The grant administrator certifies that it is in compliance with the Georgia's Service Delivery Strategy Law (O.C.G.A. 36-70-20 et seq.), which states that each county and its cities must agree upon the manner in which each local service is delivered, resolve interjurisdictional land use conflicts, and address tax equity and extraterritorial water and sewer rate equity issues.
7. The grant administrator assures that no funds received under the Workforce Innovation and Opportunity Act (WIOA) will be used to assist, promote, or deter union organizing.
8. The grant administrator certifies that it is in compliance with Public Law 104-91, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
9. Veteran's Priority Provision: This program is subject to the provisions of the "Jobs for Veteran's Act", Public Law 107-288, which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the U.S. Department of Labor. Please note that, to obtain service, a veteran must meet the program's eligibility requirements.
10. Salary & Bonus Limitation: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment & Training", shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149.
11. Prior Approval for WIOA General Purpose Equipment Acquisitions: Per 2 CFR 200.439 (b)(2), Local Workforce Development Board (LWDB) staff, as well as Grant Administrators and/or Fiscal Agents, must request, and receive written approval from the OWD prior to acquisition of Workforce Innovation and Opportunity Act (WIOA) General Purpose Equipment with a unit cost of \$10,000 or more. Failure to obtain written prior approval for purchases may result in questioned and/or disallowed costs.

12. **Acorn Prohibition:** Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).
13. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
14. **Executive Order 12928:** Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- Executive Order 13043:** Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- Executive Order 13166:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL’s Policy Guidance on the Prohibition of National Origin Discrimination as it affects persons with limited English proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.
- Executive Order 13513:** Pursuant to Executive Order 13513, Federal Leadership on reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or –rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.
15. **Flood Insurance:** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
16. **Architectural Barriers:** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
17. **Drug-Free Workplace:** The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
18. **Hotel-Motel fire safety:** Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.



- 19. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.
- 20. Buy American Notice Requirement: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under the Workforce Innovation and Opportunity Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. 10a *et seq.*). See WIOA Section 502—Buy-American Requirements.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.”  
(<http://wdr.doleta.gov/directives/attach/TEGL/teg119-11a9.pdf>)

11-4-2025

Date of Acceptance

Authorized Signature

Chairman  
TITLE (Typed)

**Technical College System of Georgia, Office of Workforce Development**

**SPECIAL CONDITIONS**

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Please see the attached Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavits.

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**Technical College System of Georgia, Office of Workforce Development**

**The Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavit(s)**

**INFORMATION SHEET**

Effective July 1, 2011, the Georgia Illegal Immigration Reform and Enforcement Act of 2011 has been revised to state that any organization in the State of Georgia receiving state or federal funds must utilize the federal work authorization program, operated by the U.S. Department of Homeland Security, to verify employment eligibility of all newly hired employees.

**Subcontracting/Sub-subcontracting**

If you are not subcontracting at this time, please indicate by writing "N/A," initialing and dating each of the Subcontractor Affidavit and Agreements. An LWDA shall not enter into any contract with a subcontractor or sub-subcontractor unless they are registered and participating in the federal work authorization program. If you are subcontracting or plan to subcontract during the course of this agreement in connection with the physical performance of services pursuant to your grant award from the Technical College System of Georgia – Office of Workforce Development, you must complete the Subcontractor Affidavit and Agreement and return the forms to our office within five (5) business days of entering into such subcontract or sub-subcontract.

**Independent Contractors**

In lieu of completing affidavits, independent contractors may submit a copy of a valid **Georgia Driver's License** or Identification card if no new employees will be hired for the term of the contract. If an Independent contractor does not have a state issues Georgia driver's license, he/she will need to follow the standard registration process to obtain an E-verify User ID number and verification number. Once an employee is hired, E-verification must be done regardless of business structure.

Technical College System of Georgia, Office of Workforce Development

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Grantee Affidavit under O.C.G.A. § 13-10-91 (b)(1)

By executing this affidavit, the undersigned Grantee verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Technical College System of Georgia, Office of Workforce Development has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Grantee will continue to use the federal work authorization program throughout the contract period and the undersigned grantee will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Grantee with the information required by O.C.G.A. § 13-10-91 (b). The Grantee hereby attests that its federal work authorization user identification number and date of authorization are as follows:

184538
Federal Work Authorization User Identification Number

01/27/2009
Date of Authorization

Baldwin County
Name of Grantee

DISLOCATED PROGRAM
Name of Grant Award

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 04, NOV, 2012 in Milledgeville, Ga (city), (state).

Signature of Authorized Officer or Agent
Andrew Strickland
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE DAY OF, 2012.

NOTARY PUBLIC
My Commission Expires:



**Technical College System of Georgia, Office of Workforce Development**

**Georgia Illegal Immigration Reform and Enforcement Act of 2011  
Subcontractor Affidavit under O.C.G.A. § 13-10-91 (b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of \_\_\_\_\_ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-contractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

OMB Approval No. 0348-0040

## ASSURANCES -- NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. This will also apply to any information or documentation needed for financial drawdowns or in the administration of the grant.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
 

(e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of



flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
19. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE  <b>Chairman</b>
APPLICANT ORGANIZATION  <b>Baldwin County Board Of Commisioners</b>	Date SUBMITTED <b>11-4-2025</b>

Standard Form 424B (Rev. 7-97) Back

<b>EMPLOYMENT AND TRAINING ADMINISTRATION</b> <b>ADVISORY SYSTEM</b> <b>U.S. DEPARTMENT OF LABOR</b> <b>Washington, D.C. 20210</b>	<b>CLASSIFICATION</b> Reporting/Subaward/Executive Compensation
	<b>CORRESPONDENCE SYMBOL</b> OFAM/OGCM
	<b>DATE</b> November 15, 2010

**ADVISORY:** TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 11-10

**TO:** STATE WORKFORCE AGENCIES  
STATE WORKFORCE LIAISONS  
ALL STATE AND LOCAL WORKFORCE BOARDS  
ALL DIRECT ETA GRANT RECIPIENTS

**FROM:** JANE OATES /s/  
Assistant Secretary

**SUBJECT:** Sub-award and Executive Compensation Data Reporting Requirements  
Under the Federal Funding Accountability and Transparency Act (FFATA)

**1. Purpose.** To inform all Employment and Training (ETA) workforce system agencies of additional Office of Management and Budget (OMB) reporting requirements under the FFATA effective October 1, 2010.

**2. References.**

- The Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, 120 Stat. 1186, S. 2590 (enacted September 26, 2006) and subsequent 2008 amendments 31 USC 6101
- Memorandum for Senior Accountable Officials Over the Quality of Federal Spending Information, dated April 6, 2010, Open Government Directive – Federal Spending Transparency: [http://www.whitehouse.gov/sites/default/files/omb/assets/open\\_gov/OpenGovernmentDirective\\_04062010.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/open_gov/OpenGovernmentDirective_04062010.pdf)
- Memorandum for Senior Accountable Officials, dated August 27, 2010, Open Government Directive – Federal Spending and Transparency and Compensation Data Reporting [http://www.whitehouse.gov/sites/default/files/omb/open/Executive\\_Compensation\\_Reportिंग\\_08272010.pdf](http://www.whitehouse.gov/sites/default/files/omb/open/Executive_Compensation_Reportिंग_08272010.pdf)
- 75 Fed. Reg. 55663, (Sept 14, 2010), Requirements for Federal Funding Accountability and Transparency Act Implementation (Interim final guidance)
- 75 Fed. Reg. 55671, (Sept 14, 2010), Financial Assistance Use of Universal Identifier and Central Contractor Registration
- Training and Employment Guidance Letter (TEGL) No. 29-08, dated June 10, 2009

**3. Background.** The FFATA requires full disclosure to the public of Federal spending information by all entities and organizations receiving Federal funding under Federal grant awards. The intent of the Act is to: 1) have Federal spending information available to the public; 2) make the information easily accessible; and 3) reduce wasteful spending by the Federal government. As required by FFATA and subsequent OMB guidance, recipients of Federal awards are required to report sub-award and executive compensation information for certain entities and organizations. The legislation also requires information about Federal awards to be made available to the public via a single searchable website. USASpending.gov has been designated as the website to be used to display data about grants, loans, cooperative agreements and other forms of Federal financial assistance.

The FFATA Sub-award Reporting System (FSRS) is the reporting system used by the Federal prime awardees to electronically report first tier sub-award information and executive compensation. The FSRS started accepting sub-award and executive compensation data on October 29, 2010. The sub-award information entered into FSRS by the prime awardee will be accessible on [www.USASpending.gov](http://www.USASpending.gov).

#### 4. Requirements.

##### A. Federal Grant Awardees Subject to the Sub-award and Executive Compensation Reporting Requirements

Under the April, 6, 2010, *OMB Memorandum, entitled: Open Government Directive – Federal Spending Transparency*, all direct recipients (prime recipients) of Federal grants and cooperative agreements with an award date on or after October 1, 2010, fall under FFATA reporting requirements. Prime recipients of Federal grants and cooperative agreements will be required to report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in the FSRS database.

The FFATA reporting requirements apply to grants and cooperative agreements that are equal to or over \$25,000. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements as of the date the award equals or exceeds \$25,000. If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

**For ETA, this means new Federal grants and cooperative agreements awarded on or after October 1, 2010, where the funding is equal to or over \$25,000 are subject to the sub-award and executive compensation reporting requirements.**

##### B. When Are Prime Grant Awardees to Report Sub-award and Executive Compensation Information?

- To meet the FFATA reporting requirement, the prime recipient must report information related to a sub-award by the end of the month following the month the sub-award is obligated. Below are two examples:
  - For a grant awarded on October 2, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.
  - For a grant awarded on October 31, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.



### C. Systems Registrations Required by the FFATA

All grantees subject to the reporting requirements must register with the following systems:

- FSRS
- Unique Entity ID System Award Management (SAM)
- Central Contractor Registration System (CCR)

Instructions on registration with SAM and CCR were provided in TEGL 29-08. Instructions for registering with FSRS are available on <https://www.fsrs.gov/>.

### D. Federal Awards That Are Not Subject To the FFATA Reporting Requirements

- Under the August 27, 2010, OMB Memorandum, entitled: *Open Government Directive – Federal Spending Transparency and Sub-award and Compensation Data Reporting*, new or existing grants that are funded by the American Recovery and Reinvestment Act are not subject to FFATA reporting requirements. These awards and related sub-awards will continue to be reported through FederalReporting.gov.
- The following types of awards also are not subject to FFATA and are not normally used by ETA, but the information is included to provide complete OMB requirements:
  - Transfers of title between Federal agencies of Federally owned property;
  - Federal inter-agency transfers of award funds;
  - Cooperative Research and Development Agreements (CRDA)
  - Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
  - Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
  - Federal awards, if the required reporting would disclose classified information.

### E. Webinar – Sub-award and Executive Compensation Reporting

A webinar is scheduled for November 16, 2010, from 1:00 pm - 2:00 pm to provide an overview of the new OMB reporting requirements and the FSRS reporting system. Registration details are available at <https://www.workforce3one.org>.

### F. Questions

In order to provide answers to more frequently asked questions, ETA has established an email account for FFATA related inquiries: [FFATA.reporting@dol.gov](mailto:FFATA.reporting@dol.gov). ETA grantees with questions about FFATA reporting should submit inquiries to [FFATA.reporting@dol.gov](mailto:FFATA.reporting@dol.gov). Replies will come from the same mailbox address as soon as answers are available.

**5. Action Requested.** All affected grantees must report in accordance with OMB established guidelines and timeframes.

**6. Inquiries.** Questions concerning this advisory should be directed to your appropriate Regional Office.

In order to remain in compliance with FFATA reporting, please complete this document and return to the Office of Workforce Development with your signed grant award. Thank you for your prompt assistance.

1. Federal Award Identification Number (FAIN): 24A55AW000059

2. Subawardee Unique Entity ID DQQFUGRF6MW6

3. Subawardee Name Baldwin County Board Of Commisioners

4. Subawardee DBA Name DISLOCATED PROGRAM

5. Subawardee Address 1601 N. COLUMBIA STREE, MILLEDGEVILLE, GEORGIA 31061

6. If DBA, Subawardee Parent Unique Entity ID (UEI) \_\_\_\_\_

7. Amount of Subaward \$434,826

8. Subaward Obligation/Action Date 10/01/2025

9. CFDA Program Number (s) 17.278

10. Federal Agency Name UNITED STATES DEPARTMENT OF LABOR

11. Subaward Project Description \_\_\_\_\_

12. Subaward Principle Place of Project Performance MIDDLE GEORGIA

13. Subaward Number 31-25-26-06-011

14. In the preceding fiscal year, did the subawardee receive 80% of its annual gross revenues from the Federal government? Yes \_\_\_\_\_ No X

If Yes, continue to question 15. If No, questionnaire is complete.

15. In the preceding fiscal year, were the subawardee's annual gross revenues from the Federal government more than \$25 million annual? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, continue to question 16. If No, questionnaire is complete.

16. Does the public have access to the names and total compensation of the subawardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes \_\_\_\_\_ No \_\_\_\_\_

If No, continue to question 17. If Yes, questionnaire is complete.

17. Please list the names and compensation of the subawardee's five most highly compensated officers.

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

4. \_\_\_\_\_ \$ \_\_\_\_\_

5. \_\_\_\_\_ \$ \_\_\_\_\_

## RESOLUTION 2025-80

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE DISLOCATED WORKER PROGRAM FOR THE OF PERIOD OF OCTOBER 1, 2025 THROUGH JUNE 30, 2027; AND FOR OTHER PURPOSES

**WHEREAS**, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Number 11-25-26-06-011 FAIN 25A55W000130; and

**WHEREAS**, the Grant provides funding of \$434,826 for the period of October 1, 2025 through June 30, 2027 for the Dislocated Worker Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Grant Application.** The Board of Commissioners hereby authorizes the preparation and submission of a Georgia Workforce Innovation and Opportunity Act (WIOA) Grant.
- 3. Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Grant and to take all action necessary in conformity therewith.
- 4. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED**, this 4<sup>th</sup> day of November, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County Georgia



Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011

REGION: 06

GRANT NO: 11-25-26-06-011

FAIN: 25A55AT000157

GRANT PERIOD:

FROM: 10/1/2025

THRU: 6/30/2027

TOTAL FUNDS: \$ 588,024  
Admin not to exceed: \$ 58,802

GRANT YEAR: FY 2026

PROGAM TITLE/TYPER: I

Adult Program

CFDA NO: 17.258

This award is hereby made, in the amount and for the period shown above, from a grant under the Workforce Innovation and Opportunity Act (P.L. 113-128), as amended, to the above mentioned recipient, and in accordance with the Workforce Innovation Plan project application. This award is subject to any attached assurances, revisions, special conditions, or waivers.

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia's Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

This grant becomes effective on the beginning of the grant period, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Grant Award and any of the attached properly executed revisions, waivers and special condition statements are returned to OWD.

- This award is subject to Certification Regarding the Role of the Local Grant Recipient
- This award is subject to Subrecipient Designation (if applicable)
- This award is subject to Liability Waiver
- This award is subject to Certification on Nondiscrimination and Equal Opportunity Requirements
- This award is subject to Certification Regarding Drug-Free Workplace Requirements
- This award is subject to Certification Regarding Debarment and Suspension
- This award is subject to Certification For Lobbying
- This award is subject to Statement of Assurances
- This award is subject to special conditions (attached)

Technical College System of Georgia  
Assistant Commissioner, Office of Workforce Development

I, Andrew Strickland (typed) acting under my authority to contract on behalf of the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein, do hereby accept this Grant Award.

11-4-2025  
Date of Acceptance  
Andrew Strickland  
Chairperson

\_\_\_\_\_  
Date Executed  
\_\_\_\_\_  
Authorized Signature  
Chairman  
Title (typed)

Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

LIABILITY WAIVER

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011

SUBGRANT NO: 11-25-26-06-011

SUBGRANT PERIOD:

FROM: 10/1/2025 THRU: 6/30/2027

PROGRAM TITLE/TYPE: I Adult Program

DATE OF AWARD: 10/1/2025

EIN: 58-6000782

UNIQUE ENTITY IDENTIFIER (UEI): DQQFUGRF6MW6

Approved Indirect Cost Rate: [Insert Rate]

Fiscal Agent Risk Level:

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THE LOCAL GRANT RECIPIENT AGREES TO, AND WILL HOLD HARMLESS THE TECHNICAL COLLEGE SYSTEM OF GEORGIA'S OFFICE OF WORKFORCE DEVELOPMENT, ITS OFFICERS AND EMPLOYEES AND THE STATE OF GEORGIA FROM ALL CLAIMS, COSTS, DAMAGES, OR EXPENSE ARISING FROM ANY ACTS OR OMISSIONS OF THE RECIPIENT, ITS EMPLOYEES OR AGENTS WHILE PERFORMING UNDER THIS GRANT AWARD.

\_\_\_\_\_  
11-4-2025  
Date of Acceptance

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chairman  
Title (typed)



**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**STATEMENT OF WORK**

Funds are to be used to implement general Adult workforce/training activities as allowable under Public Law No:113-128 Workforce Innovation and Opportunity Act.

**STATEMENT OF ASSURANCES**

**Nondiscrimination and Equal Opportunity Requirements of WIOA**

- (1) As a condition to the award of financial assistance under WIOA from the U.S. Department of Labor, the grant recipient assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination, and equal opportunity provisions of Section 188 of the Workforce Innovation and Opportunity Act (WIOA), including the Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; and Title IX of the Education Amendments of 1972, as amended. The grant recipient also assures that it will comply with all regulations implementing the laws listed above. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- (2) The obligation for insuring service provider or vendor compliance with the nondiscrimination and equal opportunity provisions of WIOA rests with the LWDA grant recipient, as specified in the LWDA grant recipient's Method of Administration.
- (3) The LWDA grant recipient agrees to abide by the Equal Opportunity policy stated below and must provide initial and continuing notice that it does not discriminate on any prohibited ground. The LWDA grant recipient must also take appropriate steps to ensure that communication with individuals with disabilities are as effective as communications with others.

The Equal Opportunity notice must contain the following specific wording:

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and Against any beneficiary of programs financially assisted under the Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such a program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

- (4) At a minimum, the notice required by sections 60-1.42 and 60-1.4(a) must be posted prominently in reasonable places; Disseminated in internal memoranda and other written or electronic communication; Included in handbooks or manuals; and made available to each participant and made part of each participant's file.

**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

- A. The grant recipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant, be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. The notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).



**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Local Grant Recipient Covered Transactions**

**Instructions for Certification**

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective local grant recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

By signing and submitting this proposal, the prospective local grant recipient is providing the certification set out below:

1. The prospective local grant recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective local grant recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any local grant recipient covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
3. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Local Grant Recipient Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
4. A participant in a covered transaction may rely upon a certification of a prospective participant in a local grant recipient covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a local grant recipient covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective local grant recipient certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective local grant recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned swears that the foregoing statement is true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**CERTIFICATION FOR LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards of greater than \$100,000, at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**STATEMENT OF ASSURANCES**

The grant recipient (Chief Elected Official) and Grant Administrator and/or fiscal agent (when such designation has occurred) hereby assures and certifies that it will comply with Public Law 113-128, Federal Workforce Innovation and Opportunity Act (WIOA) Regulations, and any amendments or additions to said Regulations, State and local law, the Regulations and Policies as issued by the Technical College System of Georgia's Office of Workforce Development (OWD), requirements contained in the applicable OMB Circulars, and applicable Uniform Administrative Requirements.

1. It was selected in accordance with Sec. 107 (b)(c)(d) of the Act as the authorized entity to receive the Grant. It further attests that a resolution, motion, or similar action has been duly adopted or passed authorizing it to accept all understandings and assurances contained within this Grant Award.
2. It will establish safeguards or prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with family, business or other ties.
3. It will, upon the written request of the OWD, promptly refund to the OWD all funds representing disallowed costs. This repayment shall be made regardless of any claim of the subrecipient against any other person or entity.
4. It will retain all records pertinent to this Grant Award for a period of three years after the closeout package is accepted by OWD. Records for equipment shall be retained for a period for three years beginning on the last day of the Program Year in which final disposition of property occurred. If any litigation, claim, negotiation, audit, or other action involving the records has not been completed before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
5. The grant administrator acknowledges that the Georgia Open Records Act (O.C.G.A. 50-18-70 et seq.) provided at 50-18(a) that records received or maintained by a private person, firm, corporation, or other private entity in the performance of a service or function for or on behalf of an agency, or public office, shall be subject to the Georgia Open Records Act, and provides a criminal misdemeanor penalty for knowing and willful noncompliance with Open Records Act provisions. The grant administrator acknowledges that the Open Records Act also contains an exception to the general rule requiring that public records be made accessible to the public, which exception provides that the public records prohibited or specifically exempted from being open to inspection by the general public, by order of a court of this state or by law, shall not be open to inspection by the general public. The grant administrator agrees to comply with the Open Records Act and to protect private and confidential records that are exempted from being open to inspection by the general public.
6. The grant administrator certifies that it is in compliance with the Georgia's Service Delivery Strategy Law (O.C.G.A. 36-70-20 et seq.), which states that each county and its cities must agree upon the manner in which each local service is delivered, resolve interjurisdictional land use conflicts, and address tax equity and extraterritorial water and sewer rate equity issues.
7. The grant administrator assures that no funds received under the Workforce Innovation and Opportunity Act (WIOA) will be used to assist, promote, or deter union organizing.
8. The grant administrator certifies that it is in compliance with Public Law 104-91, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
9. Veteran's Priority Provision: This program is subject to the provisions of the "Jobs for Veteran's Act", Public Law 107-288, which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the U.S. Department of Labor. Please note that, to obtain service, a veteran must meet the program's eligibility requirements.
10. Salary & Bonus Limitation: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment & Training", shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149.
11. Prior Approval for WIOA General Purpose Equipment Acquisitions: Per 2 CFR 200.439 (b)(2), Local Workforce Development Board (LWDB) staff, as well as Grant Administrators and/or Fiscal Agents, must request, and receive written approval from the OWD prior to acquisition of Workforce Innovation and Opportunity Act (WIOA) General Purpose Equipment with a unit cost of \$10,000 or more. Failure to obtain written prior approval for purchases may result in questioned and/or disallowed costs.

12. **Acorn Prohibition:** Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).
13. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
14. **Executive Order 12928:** Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- Executive Order 13043:** Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- Executive Order 13166:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL’s Policy Guidance on the Prohibition of National Origin Discrimination as it affects persons with limited English proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.
- Executive Order 13513:** Pursuant to Executive Order 13513, Federal Leadership on reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or –rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.
15. **Flood Insurance:** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
16. **Architectural Barriers:** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
17. **Drug-Free Workplace:** The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
18. **Hotel-Motel fire safety:** Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.



- 19. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.
- 20. Buy American Notice Requirement: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under the Workforce Innovation and Opportunity Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. 10a *et seq.*). See WIOA Section 502—Buy-American Requirements.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.” (<http://wdr.doleta.gov/directives/attach/TEGL/tegl19-11a9.pdf>)

11-4-2025  
Date of Acceptance

\_\_\_\_\_  
Authorized Signature

Chairman  
TITLE (Typed)

**Technical College System of Georgia, Office of Workforce Development**

**SPECIAL CONDITIONS**

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Please see the attached Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavits.

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**Technical College System of Georgia, Office of Workforce Development**

**The Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavit(s)**

**INFORMATION SHEET**

Effective July 1, 2011, the Georgia Illegal Immigration Reform and Enforcement Act of 2011 has been revised to state that any organization in the State of Georgia receiving state or federal funds must utilize the federal work authorization program, operated by the U.S. Department of Homeland Security, to verify employment eligibility of all newly hired employees.

**Subcontracting/Sub-subcontracting**

If you are not subcontracting at this time, please indicate by writing “N/A,” initialing and dating each of the Subcontractor Affidavit and Agreements. An LWDA shall not enter into any contract with a subcontractor or sub-subcontractor unless they are registered and participating in the federal work authorization program. If you are subcontracting or plan to subcontract during the course of this agreement in connection with the physical performance of services pursuant to your grant award from the Technical College System of Georgia – Office of Workforce Development, you must complete the Subcontractor Affidavit and Agreement and return the forms to our office within five (5) business days of entering into such subcontract or sub-subcontract.

**Independent Contractors**

In lieu of completing affidavits, independent contractors may submit a copy of a valid **Georgia Driver’s License** or Identification card if no new employees will be hired for the term of the contract. If an Independent contractor does not have a state issues Georgia driver’s license, he/she will need to follow the standard registration process to obtain an E-verify User ID number and verification number. Once an employee is hired, E-verification must be done regardless of business structure.

Technical College System of Georgia, Office of Workforce Development

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Grantee Affidavit under O.C.G.A. § 13-10-91 (b)(1)

By executing this affidavit, the undersigned Grantee verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Technical College System of Georgia, Office of Workforce Development has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Grantee will continue to use the federal work authorization program throughout the contract period and the undersigned grantee will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Grantee with the information required by O.C.G.A. § 13-10-91 (b). The Grantee hereby attests that its federal work authorization user identification number and date of authorization are as follows:

184538
Federal Work Authorization User Identification Number

01/27/2009
Date of Authorization

Baldwin County
Name of Grantee

Adult Program
Name of Grant Award

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 04, NOV, 20125 in Milledgeville, Ga (city), (state).

Signature of Authorized Officer or Agent
Andrew Strickland
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE DAY OF, 201.

NOTARY PUBLIC

My Commission Expires:



**Technical College System of Georgia, Office of Workforce Development**

**Georgia Illegal Immigration Reform and Enforcement Act of 2011  
Subcontractor Affidavit under O.C.G.A. § 13-10-91 (b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of \_\_\_\_\_ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-contractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

OMB Approval No. 0348-0040

## ASSURANCES -- NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. This will also apply to any information or documentation needed for financial drawdowns or in the administration of the grant.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
 

(e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of



flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- 18. Will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 19. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE  Chairman	
APPLICANT ORGANIZATION  Baldwin County Board Of Commisioners		Date SUBMITTED  11-4-2025

Standard Form 424B (Rev. 7-97) Back

<b>EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210</b>	<b>CLASSIFICATION</b> Reporting/Subaward/Executive Compensation
	<b>CORRESPONDENCE SYMBOL</b> OFAM/OGCM
	<b>DATE</b> November 15, 2010

**ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 11-10**

**TO:** STATE WORKFORCE AGENCIES  
STATE WORKFORCE LIAISONS  
ALL STATE AND LOCAL WORKFORCE BOARDS  
ALL DIRECT ETA GRANT RECIPIENTS

**FROM:** JANE OATES /s/  
Assistant Secretary

**SUBJECT:** Sub-award and Executive Compensation Data Reporting Requirements  
Under the Federal Funding Accountability and Transparency Act (FFATA)

**1. Purpose.** To inform all Employment and Training (ETA) workforce system agencies of additional Office of Management and Budget (OMB) reporting requirements under the FFATA effective October 1, 2010.

**2. References.**

- The Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, 120 Stat. 1186, S. 2590 (enacted September 26, 2006) and subsequent 2008 amendments 31 USC 6101
- Memorandum for Senior Accountable Officials Over the Quality of Federal Spending Information, dated April 6, 2010, Open Government Directive – Federal Spending Transparency: [http://www.whitehouse.gov/sites/default/files/omb/assets/open\\_gov/OpenGovernmentDirective\\_04062010.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/open_gov/OpenGovernmentDirective_04062010.pdf)
- Memorandum for Senior Accountable Officials, dated August 27, 2010, Open Government Directive – Federal Spending and Transparency and Compensation Data Reporting [http://www.whitehouse.gov/sites/default/files/omb/open/Executive\\_Compensation\\_Reporting\\_08272010.pdf](http://www.whitehouse.gov/sites/default/files/omb/open/Executive_Compensation_Reporting_08272010.pdf)
- 75 Fed. Reg. 55663, (Sept 14, 2010), Requirements for Federal Funding Accountability and Transparency Act Implementation (Interim final guidance)
- 75 Fed. Reg. 55671, (Sept 14, 2010), Financial Assistance Use of Universal Identifier and Central Contractor Registration
- Training and Employment Guidance Letter (TEGL) No. 29-08, dated June 10, 2009

**3. Background.** The FFATA requires full disclosure to the public of Federal spending information by all entities and organizations receiving Federal funding under Federal grant awards. The intent of the Act is to: 1) have Federal spending information available to the public; 2) make the information easily accessible; and 3) reduce wasteful spending by the Federal government. As required by FFATA and subsequent OMB guidance, recipients of Federal awards are required to report sub-award and executive compensation information for certain entities and organizations. The legislation also requires information about Federal awards to be made available to the public via a single searchable website. USASpending.gov has been designated as the website to be used to display data about grants, loans, cooperative agreements and other forms of Federal financial assistance.



The FFATA Sub-award Reporting System (FSRS) is the reporting system used by the Federal prime awardees to electronically report first tier sub-award information and executive compensation. The FSRS started accepting sub-award and executive compensation data on October 29, 2010. The sub-award information entered into FSRS by the prime awardee will be accessible on [www.USASpending.gov](http://www.USASpending.gov).

#### 4. Requirements.

##### **A. Federal Grant Awardees Subject to the Sub-award and Executive Compensation Reporting Requirements**

Under the April, 6, 2010, *OMB Memorandum, entitled: Open Government Directive – Federal Spending Transparency*, all direct recipients (prime recipients) of Federal grants and cooperative agreements with an award date on or after October 1, 2010, fall under FFATA reporting requirements. Prime recipients of Federal grants and cooperative agreements will be required to report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in the FSRS database.

The FFATA reporting requirements apply to grants and cooperative agreements that are equal to or over \$25,000. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements as of the date the award equals or exceeds \$25,000. If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

**For ETA, this means new Federal grants and cooperative agreements awarded on or after October 1, 2010, where the funding is equal to or over \$25,000 are subject to the sub-award and executive compensation reporting requirements.**

##### **B. When Are Prime Grant Awardees to Report Sub-award and Executive Compensation Information?**

- To meet the FFATA reporting requirement, the prime recipient must report information related to a sub-award by the end of the month following the month the sub-award is obligated. Below are two examples:
  - For a grant awarded on October 2, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.
  - For a grant awarded on October 31, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.

### **C. Systems Registrations Required by the FFATA**

All grantees subject to the reporting requirements must register with the following systems:

- FSRS
- Unique Entity ID System Award Management (SAM)
- Central Contractor Registration System (CCR)

Instructions on registration with SAM and CCR were provided in TEGl 29-08. Instructions for registering with FSRS are available on <https://www.fsrs.gov/>.

### **D. Federal Awards That Are Not Subject To the FFATA Reporting Requirements**

- Under the August 27, 2010, OMB Memorandum, entitled: *Open Government Directive – Federal Spending Transparency and Sub-award and Compensation Data Reporting*, new or existing grants that are funded by the American Recovery and Reinvestment Act are not subject to FFATA reporting requirements. These awards and related sub-awards will continue to be reported through FederalReporting.gov.
- The following types of awards also are not subject to FFATA and are not normally used by ETA, but the information is included to provide complete OMB requirements:
  - Transfers of title between Federal agencies of Federally owned property;
  - Federal inter-agency transfers of award funds;
  - Cooperative Research and Development Agreements (CRDA)
  - Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
  - Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
  - Federal awards, if the required reporting would disclose classified information.

### **E. Webinar – Sub-award and Executive Compensation Reporting**

A webinar is scheduled for November 16, 2010, from 1:00 pm - 2:00 pm to provide an overview of the new OMB reporting requirements and the FSRS reporting system. Registration details are available at <https://www.workforce3one.org>.

### **F. Questions**

In order to provide answers to more frequently asked questions, ETA has established an email account for FFATA related inquiries: [FFATA.reporting@dol.gov](mailto:FFATA.reporting@dol.gov). ETA grantees with questions about FFATA reporting should submit inquiries to [FFATA.reporting@dol.gov](mailto:FFATA.reporting@dol.gov). Replies will come from the same mailbox address as soon as answers are available.

**5. Action Requested.** All affected grantees must report in accordance with OMB established guidelines and timeframes.

**6. Inquiries.** Questions concerning this advisory should be directed to your appropriate Regional Office.



In order to remain in compliance with FFATA reporting, please complete this document and return to the Office of Workforce Development with your signed grant award. Thank you for your prompt assistance.

1. Federal Award Identification Number (FAIN): 24A55AT000060

2. Subawardee Unique Entity ID DQQFUGRF6MW6

3. Subawardee Name Baldwin County Board Of Commisioners

4. Subawardee DBA Name Adult Program

5. Subawardee Address 1601 N. COLUMBIA STREE, MILLEDGEVILLE, GEORGIA 31061

6. If DBA, Subawardee Parent Unique Entity ID (UEI) \_\_\_\_\_

7. Amount of Subaward Type text here 588,024

8. Subaward Obligation/Action Date 10/01/2025

9. CFDA Program Number (s) 17.278

10. Federal Agency Name UNITED STATES DEPARTMENT OF LABOR

11. Subaward Project Description \_\_\_\_\_

12. Subaward Principle Place of Project Performance MIDDLE GEORGIA

13. Subaward Number 11-25-26-06-011

14. In the preceding fiscal year, did the subawardee receive 80% of its annual gross revenues from the Federal government? Yes \_\_\_\_\_ No X

If Yes, continue to question 15. If No, questionnaire is complete.

15. In the preceding fiscal year, were the subawardee's annual gross revenues from the Federal government more than \$25 million annual? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, continue to question 16. If No, questionnaire is complete.

16. Does the public have access to the names and total compensation of the subawardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes \_\_\_\_\_ No \_\_\_\_\_

If No, continue to question 17. If Yes, questionnaire is complete.

17. Please list the names and compensation of the subawardee's five most highly compensated officers.

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

4. \_\_\_\_\_ \$ \_\_\_\_\_

5. \_\_\_\_\_ \$ \_\_\_\_\_



## RESOLUTION 2025-81

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE ADULT PROGRAM FOR THE OF PERIOD OF OCTOBER 1, 2025 THROUGH JUNE 30, 2027; AND FOR OTHER PURPOSES

**WHEREAS**, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Number 11-25-26-06-011 FAIN 25A55AT000157; and

**WHEREAS**, the Grant provides funding of \$588,024 for the period of October 1, 2025 through June 30, 2027 for the Adult Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Grant Application.** The Board of Commissioners hereby authorizes the preparation and submission of a Georgia Workforce Innovation and Opportunity Act (WIOA) Grant.
- 3. Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Grant and to take all action necessary in conformity therewith.
- 4. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED**, this 4<sup>th</sup> day of November, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County Georgia

**RESOLUTION 2025-82**

RESOLUTION TO TERMINATE THE AGREEMENT FOR CONCESSION STAND OPERATOR BETWEEN BALDWIN COUNTY, GEORGIA AND OUTFOTHEPARK.INFO LLC; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, Baldwin County, Georgia (the “County”) is a duly formed political subdivision of the State of Georgia;

WHEREAS, on January 7, 2025, the County and OUTFOTHEPARK.INFO LLC (“Operator”) entered into an Agreement for Concession Stand Operator (“Agreement”) for the Operator to manage and operate the Highway 22 and Highway 212 concession facilities;

WHEREAS, the Agreement provides the County with the option to terminate the Agreement at any time, with or without cause, by providing at least thirty (30) days’ advance written notice to the Operator; and

WHEREAS, the Board of Commissioners of Baldwin County, Georgia has determined that it is desirable to terminate the Agreement so a new contract for a concession stand operator can be entered into for the entire duration of the basketball season;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Baldwin County, Georgia, and it is hereby resolved by authority of the same, as follows:

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Termination of Agreement. The County, by and through the Baldwin County Board of Commissioners, hereby terminates the Agreement as of December 19, 2025 in accordance with Paragraph 21 of the Agreement.
3. Authorization of the County Manager. The Board of Commissioners hereby authorizes and directs the County Manager to provide written notice to the Operator, in accordance with Paragraph 21 of the Agreement, that the County is terminating the Agreement effective December 19, 2025.
4. Other Actions Authorized. The County Manager shall be authorized to take any other action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Agreement and to take all action necessary in conformity therewith.
5. Actions Ratified, Approved and Confirmed. The signatures in the Agreement from the Chairman for the Board of Commissioners evidence the adoption by

the Governing Body of this Resolution.

- 6. Severability. In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 7. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
- 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 4th day of November, 2025.

**BALDWIN COUNTY, GEORGIA**

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Honorable Andrew Strickland, Chairman  
 Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
 Baldwin County, Georgia

DATE ADOPTED \_\_\_\_\_  
 [SEAL]

Baldwin County Projects		Next Phase
<b>Public Buildings</b>		
Memorial Library	Design has begun	Bid documents for construction
<b>Sewer &amp; Water Infrastructure</b>		
Galvanized Water Line Inventory	Inventory underway	Water line replacement
Water Line Replacement north of Log Cabin	Last segment of water line replacement on Log Cabin by end of 2025	N/A
Supervisory Control and Data Acquisition (SCADA) for water system	Contract being prepared	BOC to award contract on 12/02/25
Smith-Sibley Sewer Extension	424 application next; \$1.1 million from Senator Ossoff.	Continue with design and preparing bid documents
Sewer Line Replacement	Preconstruction meeting scheduled held Nov 4 at 10 am	Construction
Sewer Line Replacement/Housing Rehab 2025	Kickoff meeting held Nov 4	Prepare document submission to DCA
Sewer Line Replacement/Housing Rehab 2026	Public hearing held Nov 4 at noon; next public hearing is Nov 6 AT 530 PM	Application materials to be prepared
<b>Transportation</b>		
Road Resurfacing	Striping and raised pavement markers to be installed	Striping to be completed by 12/31/25
Oconee Heights Streetscape	Environmental work has begun	Complete environmental process
Bridge Replacement	Roberts Rd Bridge funded at \$465K	Design underway
Terminal Apron Expansion	Environmental Assessment completed and submitted to GDOT.	GDOT to make determination
Lower Ramp Expansion	Environmental Assessment completed and submitted to GDOT.	
<b>Recreation</b>		
Water Park/Aquatic Center	Construction to be completed by end of year	Opening Day in 2026
Harrisburg Park Improvements	Curb and gutter installed; intersection realigned	Construction for all remaining phases continues
<b>Housing</b>		
2024 CHIP Grant	Construction completed on two houses; two are over 50% complete. Bids for fifth house will be solicited shortly.	County eligible for 2026 CHIP application cycle
2025 Housing Grant Application for 10 Habitat for Humanity Homes	Congressionally Directed Spending Request for \$1.3 million passed the Transportation and Housing and Urban Development Subcommittee on 08/06/25	Congress to vote on FY 2026 budget
<b>Administrative</b>		
Personnel Handbook	Preliminary draft review by BOC. Adoption of revised policies is next	BOC to vote on personnel handbook
Golf Course Master Plan	Assessment completed. Draft budget for irrigation and greens completed.	BOC to allocate funds
District Based Land Use	Staff and BOC are reviewing draft documents.	Work sessions to be held