



BALDWIN COUNTY CALLED MEETING

Tuesday, October 15, 2024

Government Building, Suite 220, 1601 N Columbia St

11:30 AM

AGENDA

CALL TO ORDER

ADMINISTRATIVE / FISCAL MATTERS

1. Millage Rate Adoption Resolution - Assistant County Manager
2. Habitat for Humanity Sub Recipient Agreement - County Manager
3. Georgia College and State University Tower MOU - County Manager

EXECUTIVE SESSION

4. Executive Session to discuss personnel and property acquisition and disposition.

ADJOURNMENT

A RESOLUTION TO SET THE 2024 MILLAGE RATE FOR UNINCORPORATED AND INCORPORATED BALDWIN COUNTY, GEORGIA, FOR THE BALDWIN COUNTY BOARD OF EDUCATION, AND FOR THE HOSPITAL-BASED INDIGENT CARE SERVICES SPECIAL TAX DISTRICT; TO AUTHORIZE THE COUNTY CLERK TO FILE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

WHEREAS, Baldwin County, Georgia (“County”) is a political subdivision of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, pursuant to O.C.G.A. § 48-5-32, the Baldwin County Board of Commissioners caused proper notice to appear in the legal organ of the County to report the *Current 2024 Tax Digest and 5-Year History of Levy*;

WHEREAS, pursuant to O.C.G.A. § 48-5-32, said notice indicated that the Baldwin County Board of Commissioners would establish the millage rate at a meeting on October 15, 2024 at 11:30 am in the Commissioners’ Meeting Room located at 1601 N Columbia Street, Suite 220, Milledgeville, Georgia;

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. Setting of the 2024 Millage Rates.** The Board does hereby establish millage rates for all Baldwin County tax districts for the 2024 tax digest as follows:

Baldwin County Unincorporated Board of Commissioners:

Gross unincorporated millage rate of 10.02 mills as the unincorporated millage rate for the Board of Commissioners.

Baldwin County Incorporated Board of Commissioners:

Gross incorporated millage rate of 10.02 mills as the incorporated millage rate for the Board of Commissioners.

Baldwin County Board of Education: Upon the recommendation of the Baldwin County Board of Education, a millage rate of 12.40 mills.

Hospital-Based Indigent Care Services Special Tax District:

A fee amount of \$25.00 in accordance with Resolution adopted June 28, 2018 by BOC to establish special district.

- 2. Authorization of County Clerk.** The Board of Commissioners hereby authorizes the County Clerk to file any and all documents with the Department of Revenue or other entities which are necessary to effectuate this Resolution and to record this Resolution in the official minutes of the County.
- 3. 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.

- 4. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
- 5. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 15th day of October, 2024.

BALDWIN COUNTY, GEORGIA

Honorable John H. Westmoreland
 Chair, Baldwin County Board of Commissioners

ATTEST:

Cynthia K. Cunningham
 Baldwin County Clerk

DATE ADOPTED _____

[SEAL]

SUBRECIPIENT AGREEMENT

BETWEEN

BALDWIN COUNTY

AND

**HABITAT FOR HUMANITY OF MILLEDGEVILLE/BALDWIN COUNTY, GEORGIA
INC.**

**PROVIDING FUNDING FOR THE CONSTRUCTION OF
OF AFFORDABLE HOUSING
IN BALDWIN COUNTY
PAID FOR BY PRO HOUSING FUNDS**

This Agreement is made and entered into this ____ day of October, 2024, by and between Baldwin County, a political subdivision of the State of Georgia, its successors, and assigns. (hereinafter the “County”),

AND

Habitat for Humanity of Milledgeville/Baldwin County, Georgia Inc., a Georgia non-profit corporation with a principal office address of 730 North Wayne Street, Milledgeville, Georgia 31061-0605, its successors and assigns (hereinafter “Subrecipient”). The County and Subrecipient shall be referred to collectively herein as the “Parties.”

**ARTICLE I
PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective Parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions that follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

WHEREAS, Baldwin County is a priority geographic area on the U.S. Department of Housing and Urban Development (“HUD”) Pathways to Removing Obstacles to Housing (“PRO Housing”) priority geography map;

WHEREAS, Baldwin County intends to apply for a HUD PRO Housing Grant in the amount of one million, five hundred seventy-seven thousand dollars (\$1,577,000.00);

WHEREAS, contingent on the County being awarded a HUD PRO Housing Grant (“Prime Award”) and the Board of Commissioners of Baldwin County voting to accept the Prime Award, the County wishes to engage the Subrecipient to assist in utilizing such funds to carry out a part of the County’s federal award by committing up to one million, five hundred thousand dollars (\$1,500,000) of the County’s federal award, if awarded and accepted, pursuant to this Subrecipient Agreement;

WHEREAS, contingent on the County receiving and accepting the Prime Award, funds made available for use by the Subrecipient under this Agreement constitute a contingent subaward of any federal award received by the County to Subrecipient for its performance of the work described below; it is a cost-reimbursement pursuant to which the County will reimburse Subrecipient for and only for, certain actual and allowable costs incurred in performing the required services; Subrecipient must use the funds provided hereunder in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the County’s federal award;

WHEREAS, the County is desirous of disbursing the funds to the Subrecipient for use in the Subrecipient’s project, as more specifically described in this Agreement, including **Exhibit A** (Scope of Work) and **Exhibit B** (Budget), attached hereto and incorporated herein by reference;

WHEREAS, Subrecipient warrants, certifies and represents that it has the legal authority to apply for this subaward of Federal funds, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described herein; and

WHEREAS, the County desires to obtain the assurance from the Subrecipient, and Subrecipient so assures the County, that the Subrecipient will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the County relating to the project, as a condition precedent to the release of such funds to the Subrecipient.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent, and warrant as follows:

ARTICLE II
GENERAL AWARD INFORMATION

Federal Award Being Applied For:
Pathways to Removing Obstacles to Housing Funds
CFDA #: 14.023.

Subrecipient Name:
Habitat for Humanity of Milledgeville/Baldwin County, Georgia Inc.

Subrecipient DUNS Number:
06-483-5296 _____

Federal Award Identification Number (FAIN):
SLFRP_TBD ____

Federal Award Date:
_TBD

Subaward period of performance & budget period start and end date:
TBD

Contingent Federal Funds:
\$1,500,000

Project Description;
To provide services to disproportionately impacted communities in the form of housing support/affordable housing by the construction of affordable housing in Baldwin County.

Federal Awarding Agency/Pass-Through Entity:
U.S. Department of Housing and Urban Development
Baldwin County (Pass-Through entity)
121 N. Wilkinson St., Suite 314
Milledgeville, Georgia 31061

Research and Development:
No

ARTICLE III
PROJECT, BUDGET, PAYMENT, AND FINAL ACCOUNTING

3.1 Scope of Project. The County agrees to pay to the Subrecipient up to ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$1,500,000.00) (the “Subaward”) to reimburse allowable costs to implement the following project(s): To provide services to disproportionately impacted communities in the form of housing support/affordable housing by the construction of affordable housing in Baldwin County. The Scope of Project funded under this Subaward is defined by the activities described within the Statement of Work attached as **Exhibit A** and the approved budget attached as **Exhibit B**, which are hereby incorporated by reference, and have a central role in determining allowability of costs to be reimbursed by the County.

3.2 Proposed Changes to Scope of Project.

3.2.1 Prior approval Required. In accordance with 2 C.F.R. § 200.308, Subrecipient shall request prior approval from the County to deviate from the approved Scope of Project. Failure to obtain such prior approval may result in disallowance of costs associated with the deviation, in accordance with 2 C.F.R. § 200.339.

3.2.2. County Review and Approval. The County shall consider all requests for changes in the scope of the approved project in good faith. Subrecipient acknowledges that such changes, depending upon the specific facts and circumstances of the request, may require approval of the Federal Awarding Agency, in which case the County's review and final action on the request may be delayed.

3.3 Upper Limit. In consideration for performing the activities described in Article III, the County shall submit advance payments to Subrecipient pursuant to 2 C.F.R. §200.305(b) for allowable costs (as defined at 2 C.F.R. Part 200 (Subpart E)) up to a total amount not to exceed the maximum (or "ceiling") amount listed in **Exhibit B** or the amount of federal funds received by the County, whichever is less.

3.4 Budgets.

3.4.1 Budget. Attached hereto and incorporated by reference herein at **Exhibit B**, is a line-item budget (the "Budget") for subrecipient's Scope of Project. This Budget has a central role in defining Scope of Project and determining allowability of costs to be reimbursed by the County under this Agreement.

3.4.2 Expenditure of Grant Funds.

3.4.2.1 Consistency with Budget. Except as expressly provided herein, Subrecipient shall expend the funds awarded hereunder in a manner consistent with the approved Budget.

3.4.2.2 Period of Availability of Funds. Funds made available under this Agreement may only be used for obligations incurred during the project period for which the funds are awarded.

3.4.2.3 Prior Approvals for Certain Deviations from Budget. Deviations from the approved Budget, as well as transfers between direct and indirect budget categories require the County's prior approval regardless of amount, unless otherwise authorized, consistent with 2 C.F.R. § 200.308 or the terms and conditions of the Prime Award to Baldwin County.

3.4.3 Program Income. Subrecipient shall report to the County any income (as defined at 2 C.F.R. §§ 200.1 and 200.307) generated in performance of this Agreement. Program income earned in performance of this Agreement shall be considered added to the total amount of this Subaward and its expenditure is subject to all the terms and conditions

applicable to the federal funds provided under this Subaward. Subrecipient agrees that all program income (if any) received during the Subaward period of performance will be expended for program expenses prior to use of the Subaward funds.

3.5 Payment.

3.5.1 Advanced Payment. Pursuant to 2 C.F.R. § 200.305(b), the County may, upon request by the Subrecipient, make advanced payments to Subrecipient, in an amount equal to the minimum amounts needed by the Subrecipient and timed in accordance with the actual, immediate cash requirements of the subrecipient in carrying out the purpose of the approved program or project. In the event that the County utilizes the advanced payment method to fund the program or project, Subrecipient shall provide quarterly detailed reports to the County documenting and certifying actual expenditures of the advanced funds. The County shall review those reports and confirm whether the expenditures were allowed or disallowed costs.

3.5.2 Requests for Payment. If the County cannot, pursuant to 2 C.F.R. 200.305(b), make advanced payment to the Subrecipient, then the County shall make payments to Subrecipient on a reimbursement basis. In which case, no later than thirty (30) days after the end of each calendar month, Subrecipient shall submit to the County a request for payment in a form reasonably prescribed by the County, which details the specific costs Subrecipient incurred in the previous month to perform the work described in Article II, minus any program income available to cover any or all such costs. The payment request shall display an accounting of any program income received and expended during that calendar month.

3.5.3 Payment by the County. In the event that the County makes payments to the Subrecipient on a reimbursement basis, the County will pay Subrecipient for properly documented costs within thirty (30) days of Subrecipient's submission of the request for payment, provided that such costs are allowable and allocable pursuant to 2 C.F.R. Part 200 and consistent with the approved Budget.

3.5.4 Unallowable Costs. Under no circumstances shall the County be required to pay in advance or to reimburse unallowable costs.

3.5.4.1 Questioning Costs. If the County questions the allowability of any costs reflected in a request for payment or costs shown on the detailed monthly reports if paid in advance, the County shall promptly provide Subrecipient with written notice of those questions and their bases. Payment of questioned costs may be withheld by the County until the questions are resolved; however, the County shall promptly issue payment of all otherwise properly documented and otherwise unreimbursed costs not in question.

3.5.4.2 County's Disallowance Right. Notwithstanding any other term of this Agreement, all payments made under this Agreement shall be considered provisional. In the event that the County determines that any cost for which

reimbursement is sought, or has been previously paid, is unallowable, (i) the County shall be entitled to recoup such amount from Subrecipient and (ii) Subrecipient shall promptly pay over such amount to the County.

3.5.4.3 Liability for Unallowable Costs. Subrecipient shall be liable for payment of any costs (including, but not limited to, interest and penalties) incurred by Subrecipient under this Agreement (whether charged to funds made available under this Agreement or program income generated hereunder) which may be disallowed by the Federal Awarding Agency, or other appropriate federal or state officials. The County agrees that, in the event that the Federal Awarding Agency disallows any cost incurred by Subrecipient under this Agreement, the County will, at Subrecipient's request, pursue appropriate administrative appeals to the Federal Awarding Agency (or such other agency), provided that Subrecipient agrees to pay all costs associated with any such appeal and that the County agrees that Subrecipient's claim or defense is not frivolous.

3.5.4.4 Cooperation Regarding Clarifications and Appeals. In the event of a disallowed or questioned cost, Subrecipient may request that the County (i) seek guidance from the Federal Awarding Agency, or, (ii) if necessary, pursue an appeal of Federal Awarding Agency's determination that certain costs are unallowable in accordance with Section 3.5.3.3 (Liability for Unallowable Costs). If necessary to avoid interest or penalties, the County may require Subrecipient to pay over the amount in dispute pending any such clarification or appeal.

3.5.4.5 Survival. The County's right to question and disallow costs shall survive the termination or expiration of this Agreement.

3.6 Availability of Funds Limitation. This Agreement, including the payments hereunder, shall only take effect and continue subject to the County receiving the Prime Award and the availability of federal funds to the County under the Prime Award. The County shall promptly notify Subrecipient, in writing, of any modification or cancellation of said Prime Award that might impact this Subaward. If the County determines, in its sole discretion, notwithstanding reductions in grant funding, that funding remains available to some or all of Subrecipient's activities hereunder, the Parties will make reasonable efforts to amend this Agreement so as to reasonably achieve its objectives at a reduced level; provided that the County retains the right to terminate the Agreement in accordance with Article IX. Notwithstanding anything to the contrary contained herein, under no circumstances shall the County incur any cost or liability related to the project beyond the amount, if any, of the Prime Award received by the County. Nothing in this Agreement shall be construed so as to make the County incur any expense or liability beyond such amount of federal funds that may be received by the County pursuant to the PRO Housing Grant.

**ARTICLE IV
NOTICES**

Subrecipient and the County agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to County: Baldwin County
Attention: County Manager
1601 N Columbia St, Suite 230
Milledgeville, Georgia 31061

If to Subrecipient: Habitat for Humanity of Milledgeville/Baldwin County, Georgia Inc.
Attention: Ivey Hall
730 North Wayne Street
Milledgeville, Georgia 31061-0605

**ARTICLE V
RESPONSIBILITIES OF THE COUNTY**

The County agrees to:

- Provide funding to Subrecipient in accordance with this Agreement and federal, state, and local laws;
- Monitor Subrecipient to ensure the funds subject to this Agreement are used in accordance with all applicable conditions, requirements, and restrictions;
- Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funds subject to this Agreement;
- Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to this Agreement.

**ARTICLE VI
RESPONSIBILITIES OF SUBRECIPIENT**

Subrecipient agrees to:

- Ensure the funds subject to this Agreement are used in accordance with conditions, requirements, budget, timetable and restrictions of federal, state, and local laws, as well as the federal terms and conditions of the Prime Award and this Subaward;
- Utilize funds subject to this Agreement to supplement rather than supplant funds otherwise available;

- Comply with all financial reporting requirements of the County and federal government related to the use of funds subject to this Agreement;
- Promptly reimburse the County for any funds the County pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which the County is responsible regarding Prime Award funds;
- Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if the County, or any state or Federal auditor, agency or other entity authorized by federal, state, or local law determines compliance with conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded has not been achieved;
- Make records and personnel available to the County, or any state or Federal auditor, agency or other entity authorized by federal, state, or local law to perform reviews, audits, or investigations in relation to the funds subject to this Agreement;
- Comply with all terms and conditions contained in this Agreement.

ARTICLE VII

ACKNOWLEDGEMENT AND ACCEPTANCE OF THE COUNTY'S UNILATERAL RIGHT TO AMEND THIS AGREEMENT AND OTHER AMENDMENTS

7.1. Subrecipient acknowledges and accepts that this Agreement is entered into subject to both Subrecipient's and the County's compliance with federal, state, and local law, conditions, requirements, and restrictions, as those may change over time. The County reserves the right to unilaterally amend this Agreement: 1) to add, remove, modify, or change terms and conditions required by Federal, state, or local governmental guidelines or policies to be included in this Agreement or 2) upon the suggestion of counsel to amend this Agreement to conform with best practices for subgrant agreements. Subrecipient further understands that the County, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed. In the event that the County approves any modification, amendment, or alteration to the funding allocation, the Subrecipient shall be notified, and such notification shall constitute an official amendment to this Agreement. Subrecipient acknowledges and accepts that its retention and use of the funding subject to this Agreement is conditioned upon its consent to and compliance with any amendments to this Agreement made by the County subject to this Article.

7.2. The County or Subrecipient may amend this Agreement, for reasons other than those stated in subsection A of this Article, at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by the County's governing body if such approval is required by law. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its respective obligations under this Agreement.

ARTICLE VIII
ADMINISTRATIVE AND FINANCIAL MANAGEMENT REQUIREMENTS

8.1 Administration and Financial Management: Subrecipient acknowledges that this Agreement is a subaward of federal grant funds and that Subrecipient shall be responsible for proper use, management, and safeguarding of such funds. In particular, Subrecipient hereby represents that it is, and shall remain, in full compliance with the financial management requirements set forth at 2 C.F.R. § 200.302 and internal controls standards set forth at 2 C.F.R. § 200.303.

8.2 Prior Approval for Contracting Out Substantive Work. Subrecipient shall obtain the County’s prior written approval for contracting out any substantive programmatic work related to implementation of this Agreement, consistent with 2 C.F.R. § 200.308.

8.3 Insurance.

8.3.1 Coverage. Habitat shall at all times during the term of this Agreement, secure and maintain, or cause to be secured and maintained, in full force and effect Employer’s Liability, Worker’s Compensation, Property Damage, and General Liability Coverage, including contractual liability coverage and all other coverages required for compliance with Federal, State, and local laws. All insurance shall be by insurers and for policy limits acceptable to the County. Operator shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability	
	Worker’s Compensation	Statutory
	Employer’s Liability	\$1,000,000 each occurrence
	Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
	Property Damage Except Automobile	\$1,000,000 each occurrence
	Automobile Bodily injury & Property Damage Liability	\$1,000,000 each occurrence
	Excess Umbrella Liability	\$3,000,000 each occurrence

The insurance policy or policies shall name the County as an additional insured.

8.3.2 Property Coverage. Pursuant to 2 C.F.R. § 200.310, Subrecipient shall, at a minimum, maintain the equivalent insurance coverage for any real property and equipment acquired or improved with funds provided under this Agreement, or program Income generated hereunder, as is maintained for other property owned by Subrecipient.

8.3.3 Self-Insurance. The requirement to maintain general liability, workers' compensation, and/or property coverage under this Section 8.3 (Insurance) may be satisfied by Subrecipient demonstrating that it maintains an adequate program of self-insurance.

8.3.4 Evidence of Coverage and Notices. Subrecipient shall, upon execution of this Agreement and upon any renewal of any of insurance coverage required by this Agreement, furnish certificates of Insurance to the County. Subrecipient shall give the County thirty (30) days' advance written notice of any material modification, termination, suspension, expiration or relinquishment of such coverage (except when suspension or termination is due to failure to pay a premium, in which case copies of all notices of pending or actual cancellation by the insurer shall be immediately forwarded to the County).

8.3.5 Survival. The rights and obligations of this Section 8.3 (Insurance) shall survive the expiration or termination of this Agreement.

8.4 Documentation, Reports and Recordkeeping.

8.4.1 Records to be Maintained: Subrecipient shall maintain and furnish such financial and programmatic information and reports which pertain, directly or indirectly, to the services provided and costs incurred by Subrecipient pursuant to this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by 2 C.F.R. Part 200; and
- d. Other reports and records necessary to document compliance with federal regulations.

8.4.2 Retention: Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period ending on October 15, 2035 or for a period of ten (10) years commencing on the date of execution of this Agreement, whichever occurs later. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of said period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of said period, whichever occurs later. Records for real property and equipment acquired with Subaward funds shall be retained for seven (7) years after final disposition of the property. Subrecipient shall, upon request, transfer identified records to the custody of the County or the Federal Awarding Agency when the County or the Federal Awarding Agency determines that such records possess long term retention value.

8.4.3 Data and Reports: Subrecipient shall maintain detailed data, sufficient to demonstrate its successes and failures relative to the goals set forth in this Agreement. Such information shall be made available to the County or its authorized agents for review

upon request. Moreover, Subrecipient shall provide to the County reports reasonably requested by the County in furtherance of the County's reporting obligations under the Prime Award.

8.4.4 Disclosure: Subrecipient understands that data collected under this Agreement is of a privileged nature and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited. Subrecipient also understands that the County is subject to the Georgia Open Records Act and must comply with the requirements thereof.

8.4.5 Closeout:

8.4.5.1 The Parties' obligations under this Agreement shall not end until all closeout requirements are completed. The Parties shall perform the following activities during the closeout period: making final payment, if required, disposing of program assets (including the return of all unused materials, and equipment to the County), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the funds subject to this Agreement.

8.4.5.2 All closeout activities shall be conducted pursuant to 2 C.F.R. § 200.344 (Closeout), including, without limitation, that Subrecipient must submit to the County, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required hereunder; Subrecipient shall file a Standard Form 429 (Real Property Status Report) upon completion of the activities hereunder and file the appropriate Notice of Federal Interest in the appropriate Land Records, with subsequent, periodic filings as may be required. Moreover, the County shall have post-closeout authorities and rights as set forth in 2 C.F.R. § 200.345 (Post closeout adjustments and continuing responsibilities).

8.4.5.3 The closeout of this Subaward shall not affect Subrecipient's liability to the County for unallowable costs; audit requirements of 2 C.F.R. Part 200, Subpart F; property management, use, and disposition obligations; or record retention obligations. Additionally, in the event of an inquiry or disallowance by the Federal Awarding Agency affecting the County after closeout of this Subaward, Subrecipient agrees to make available to the County, at the County's request, all information, in any form, including, but not limited to, documents or employee personal knowledge, for the County's use with respect to such inquiry or disallowance.

8.4.5.4 Collection of Amounts Due. With respect to any amounts due from Subrecipient to the County upon or after closeout, the County shall have collection rights commensurate with those of the Federal Awarding Agency under 2 C.F.R. § 200.346.

8.4.5.5 Survival. This Section 8.4.5 (Closeout) shall survive the expiration or termination of this Agreement.

8.4.5.6 Reversion/Transfer of Funds to the County: Subrecipient shall transfer to the County any Subaward funds remaining at the time of expiration, cancellation or termination of this Agreement, and the County may in its discretion reprogram the funds to another eligible project.

8.4.6 Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, copy, examine, and make excerpts or transcripts of all relevant data, books, records, reports, documents, and papers as they reasonably deem necessary for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. Subrecipient acknowledges that by virtue of this Agreement, it will be subject to audit, and more specifically, per 2 C.F.R. Part 200, Subpart F, may be subject to a Single Audit performed on non-federal entities expending federal grant funds of more than \$750,000.00 in a year. For audit purposes, Subrecipient shall consider and describe the funds provided pursuant to this Agreement as federal "Subaward" funds. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient of a notice of deficiencies. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and 2 C.F.R. Part 200, Subpart F, as applicable.

The rights and obligations of this Section 8.4 (Documentation, Reports and Recordkeeping) shall survive the termination or expiration of this Agreement.

8.5 Procurement.

8.5.1 Compliance: Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain Inventory records of all non-expendable personal property as defined by such policy as may be procured with funds subject to this Agreement. Title, possession and use of all program assets (real property, equipment, etc.), with the exception of the real property and improvements thereon that are titled in the name of the Subrecipient, or subsequent purchasers therefrom shall revert to the County upon termination of the Agreement.

8.5.1.1 All procurement transactions funded with federal funds provided under this Subaward or with program income generated hereunder ("covered procurements"), regardless of whether negotiated or advertised

and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the federal procurement standards set forth in 2 C.F.R. §§ 200.317 through 200.327, and §§ 200.215 and 200.216.

8.5.1.2 Subrecipient shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

8.5.2 Required Contract Provisions: Consistent with the federal procurement standards Subrecipient shall maintain a written procurement policy which it shall apply to covered procurements. Further, for covered procurements, Subrecipient shall comply with the competition requirements and conflict of interest restrictions of the federal procurement standards and shall include, to the extent required by 2 C.F.R. Part 200, Appendix II, certain required contract terms in its contracts.

8.5.3 Security: Subrecipient's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the funds subject to this Agreement, as well as all proceeds, products, rents, royalties, issues and profits thereof.

8.6 Use and Reversion of Assets.

8.6.1 Compliance with 2 C.F.R. Part 200: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 C.F.R. Part 200.

8.6.1.1 Expectations Regarding Acquisition or Improvement of Real Property and Equipment and Prior Approval Requirement. The Parties anticipate that Subrecipient will acquire or improve real property or equipment with funds made available under this Subaward. Acquisition or improvement of real property or equipment may be accomplished with funds provided under this Agreement, or program income generated hereunder, only with the express prior approval of the County. To the extent Subrecipient is authorized by the County to acquire or improve real property or equipment with such funds, the requirements of this Section 8.6 (Use and Reversion of Assets) shall apply. Subrecipient will record the Federal interest in the title of real property and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

8.6.1.2 Definition of Equipment. For purposes of this Agreement, "equipment" shall have the meaning set forth at 2 C.F.R. § 200.1.

8.6.1.3 Ownership, Use, Sharing and Disposition. The provisions of 2 C.F.R. §

200.310 et seq. (Property Standards), as applicable, shall apply to the ownership, use, sharing and disposition of tangible property (if any) acquired with federal funds made available under this Agreement and/or program income generated hereunder. The County reserves its rights pursuant to 2 C.F.R. § 200.311 and 2 C.F.R. § 200.313 to require transfer of real property or equipment acquired with such funds.

8.6.1.4 Equipment Records. Pursuant to 2 C.F.R. § 200.313(d)(1), Subrecipient shall maintain detailed property records for equipment (if any) purchased with funds made available under this Agreement and/or program income generated hereunder.

8.6.2 Equipment and Proceeds: In all cases in which equipment acquired, in whole or in part, with funds subject to this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be, upon the County's sole discretion: transferred to the County, or retained after compensating the County for an amount equal to the current fair market.

8.6.3 Survival. The rights and obligations of this Section 8.6 (Use and Reversion of Assets) shall survive the termination or expiration of this Agreement.

8.7 Insurance and Bonding.

8.7.1 Insurance Coverage: Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage to comply with 2 C.F.R. 200.310 (Insurance coverage).

8.7.2 Bonding Requirements: If applicable, Subrecipient shall comply with the bonding requirements of 2 C.F.R. § 200.326 (Bonding requirements).

8.7.3 The conditions set forth in this section 8.7 (Insurance and Bonding) shall survive the termination or expiration of this Agreement.

ARTICLE IX

SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS

9.1 Suspension or Termination.

9.1.1 General Termination: The County may suspend or terminate this Agreement immediately upon delivery of written notice to the Subrecipient if the County is not awarded or rejects an award of funding, loses funding, or discovers any illegal conduct on the part of Subrecipient. In the event of termination of this Agreement prior to the end of the term, Subrecipient shall immediately return any unexpended portion of the funds received by Subrecipient to the County.

9.1.2 Termination for Failure to Materially Comply: In accordance with 2 C.F.R. §§ 200.339 and 200.340, the County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and federal guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

9.1.3 Termination for Convenience: In accordance with 2 C.F.R. § 200.340, this Agreement may also be terminated for convenience by either the County or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If either Party wishes to terminate this Agreement for convenience, it must do so by providing thirty (30) days' advance written Notice to the other Party.

9.2 Other Remedies for Failure to Comply: If Subrecipient materially fails to comply with a term of the County's federal award, federal, state, or local law, an assurance, this Agreement, or any other applicable rule, the County may take any or all of the following actions it deems appropriate in the circumstances:

- a. Demand repayment to the County of all or part of the funds subject to this Agreement;
- b. Withhold further awards for the Program identified in this Agreement;
- c. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Agreement.

9.3 Refund Provision: If, at any point and for any reason, HUD rescinds or seeks to recover from the PRO Housing funds, the County may rescind the funds subject to this Agreement from Subrecipient. In the event or to the extent that Subrecipient has expended those funds pursuant to the terms of this Agreement, Subrecipient, at the County or HUD's discretion, may be required to refund those funds to the County from another source.

ARTICLE X
PERSONNEL PROVISIONS

- 10.1 Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor. Neither of the parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other party.
- 10.2 Workers' Compensation: Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- 10.3 Civil Rights.
- 10.3.1 Compliance.
- 10.3.1.1 The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and related executive orders.
- 10.3.1.2 Regarding Equal Employment Opportunity, Subrecipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that Subrecipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.
- 10.3.2 Nondiscrimination: Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders.
- 10.3.3 Section 504: Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

10.4 Affirmative Action.

10.4.1 Approved Plan: Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

10.4.2 Women and Minority-Owned Businesses (W/MBE): Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

10.4.3 Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

10.5 Employee Verification: Compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. Compliance with 8 U.S.C. § 1621, the Immigration and Nationality Act, and O.C.G.A. § 50-36-1, is a condition of this Agreement.

10.6 Conflict of Interest: Subrecipient agrees to abide by the provisions of 2 C.F.R. §§ 317 and 318 which include (but are not limited to) the following:

10.6.1 Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

10.6.2 No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds made available under this Agreement, or program income generated hereunder, if a conflict of interest, real or apparent, would be involved.

ARTICLE XI
RESTRICTIONS ON USE OF FUNDS AND CONDUCT

11.1 Restrictions on Use of Funds - Generally: Subrecipient is prohibited from using funds subject to this Agreement or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

11.1.1 Hatch Act: Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C..

11.1.2 Religious Activity: Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

11.2 Conduct.

11.2.1 Assignability: Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County.

11.2.2 Indemnity: Subrecipient waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its Commissioners, officers, employees, agents, and representatives (collectively, "Releasees"), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Subrecipient, its agents, employees, subcontractors, agents, or others working at the direction or on behalf of Subrecipient. Subrecipient's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

11.2.3 Subcontracts:

11.2.3.1 Monitoring: Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

11.2.3.2 Content: Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

11.2.3.3 Selection Process: Subrecipient shall undertake to insure that all subcontracts let In the performance of this Agreement shall be awarded on a fair

and open competition basis in accordance with applicable procurement requirements.

11.2.4 Lobbying: Subrecipient hereby certifies that:

11.2.4.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

11.2.4.2 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," In accordance with its Instructions; and

11.2.4.3 It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 31 U.S.C. § 1352. 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.

- 11.3 Copyright: If this Agreement results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

ARTICLE XII **OVERSIGHT AUTHORITIES**

- 12.1 Oversight. The County shall have authority to perform any and all necessary oversight functions to ensure Subrecipient's proper management and compliance with federal grant management requirements, including but not limited to the requirements of 2 C.F.R. Part 200 and Federal Awarding Agency requirements under the Prime Award.

12.1.1 Evaluation and Inspection. In furtherance of the County's obligations under 2 C.F.R.

§§ 200.329 and 200.332(d), Subrecipient agrees to permit the County and the Federal Awarding Agency, or any of their duly authorized representatives, to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of work and activities performed under this Agreement, the proper expenditure of federal funds, as well as the proper allocation of funds awarded hereunder to the approved Scope of Project described in Article III. The County's evaluation and inspection methods include but are not limited to: (i) scheduled and unscheduled site visits and (ii) reviews and/or audits of records related to the performance of this Agreement. To the extent feasible, and when advance notice would not frustrate the purpose of the inspection, the County shall provide advance notice to Subrecipient, usually seven (7) calendar days, of site visits or audits.

12.1.2 Outside Audit or Monitoring Firm Support. Subrecipient acknowledges and agrees that the County may carry out its oversight functions directly or through engagement of an audit or monitoring firm or other appropriate contracted support. In the event a third party is engaged to assist with any audit or monitoring functions, the County shall require such entity to sign a reasonable nondisclosure agreement preventing disclosure of Subrecipient's proprietary or otherwise sensitive information to the extent such nondisclosure agreement would not frustrate the purpose of the review.

- 12.2 Remedies for Non-Compliance. If Subrecipient fails to comply with the terms and conditions of this Subaward, the County may impose additional conditions on Subrecipient as described at 2 C.F.R. § 200.208 (Specific conditions). If, in its sole discretion, the County determines that non-compliance cannot be remedied by imposing special conditions, in accordance with 2 C.F.R. § 200.339 (Remedies for noncompliance), the County may: (i) temporarily withhold cash payment pending correction of the deficiency; (ii) disallow all or part of the cost of the activity or action not in compliance; (iii) wholly or partly suspend or terminate this Subaward of federal funds; (iv) withhold further awards; and/or (v) take other remedies that may be legally available.
- 12.3 Significant Developments. Pursuant to 2 C.F.R. § 200.329(d), as soon as any such condition becomes known, Subrecipient shall report to the County: (i) problems, delays, or adverse conditions which may materially impair the ability of Subrecipient to meet the objectives of the Subaward, and (ii) favorable developments which may enable Subrecipient to meet time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- 12.4 Good Faith Compliance Cooperation. The Parties acknowledge that they share the goals of compliance with federal requirements and efficient performance of this Agreement in furtherance of carrying out the overall project under the Prime Award. Subrecipient hereby confirms that it will raise compliance questions in advance where feasible to avoid possible instances of noncompliance. The County hereby confirms that it shall provide reasonable technical assistance and guidance relating to grant management requirements in response to specific questions posed by Subrecipient.

- 12.5 Survival. The rights and obligations of this Article XII (Oversight Authorities) shall survive the termination or expiration of this Agreement.

ARTICLE XIII
GENERAL PROVISIONS

- 13.1 Severability: If any provision of this Agreement is held as a matter of law to be invalid, unenforceable, or illegal, the remainder of the Agreement shall be and remain enforceable without such provision.
- 13.2 Waiver: No waiver of any default or breach by the Subrecipient hereunder shall be implied from any omission to take any action on account of such default on the party of the County if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and only for the time and to the extent therein stated. One or more waivers by the County shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.
- 13.3 Section Headings and Subheadings: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- 13.4 Entire Agreement: This Agreement, including Exhibits hereto, constitutes the entire agreement between the County and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and Subrecipient with respect to this Agreement.
- 13.5 Choice of Law, Venue, Right to Jury Trial: This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that exclusive venue for any dispute arising from this Agreement shall be in Baldwin County State or Superior Court, or the United States District Court for the Middle District of Georgia (Macon Division). The County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Federal or State Constitution or laws.
- 13.6 Counterparts: This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though not one counterpart contains all of the signatures of all the Parties to this Agreement.
- 13.7 Survival of Claims: The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of the County which occurred or arose prior to the effective date of such termination.

- 13.8 No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors in interest and permitted assigns), any rights, remedies, obligations or liabilities.
- 13.9 Binding Effect. This Agreement shall be binding on the County and Subrecipient, as well as their permitted assigns and successors in interest.
- 13.10 Cumulative Rights. All rights, powers, and privileges conferred hereunder upon the County shall be cumulative, but not restrictive, to those given by law.
- 13.11 Time is of the Essence. Time is of the essence in this Agreement.
- 13.12 Authorization. The person executing this Agreement on behalf of Subrecipient warrants and represents that he or she is fully authorized to do so. Subrecipient stipulates that it and the person executing this Agreement on its behalf have been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The Parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.
- 13.13 Electronic Representations and Records: Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement In the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 13.14 Debarment and Suspension. Subrecipient certifies that neither it, nor any of its principal employees, has been debarred, excluded or suspended from participation in federal programs or in federally funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension," and any applicable implementing regulations.
- 13.15 Clean Air Act and Federal Water Pollution Control Act. Subrecipient agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 1857 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended.

13.16 On-line Searchable Databases.

13.16.1 OIG Databases. Subrecipient agrees that prior to adding a member to its Board of Directors, employing or contracting with any individual, or contracting with any other entity, Subrecipient will review on-line searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the List of Excluded Individuals and Entities ("LEIE") Database and the Exclusions Database operated by the HHS Office of Inspector General ("OIG"). Subrecipient agrees to check the LEIE and OIG databases on a monthly basis and shall notify the County immediately if an employee or contractor is listed on either LEIE or the OIG database.

13.16.2 System for Award Management. Subrecipient agrees that, to the extent required by 2 C.F.R. Part 180, prior to engaging any contractor for supplies or services with funds furnished under this Agreement, it shall review the System for Award Management ("SAM") Excluded Parties List System ("EPLS") operated by the General Services Administration ("GSA") to determine whether the prospective contractor is suspended, debarred, or otherwise excluded.

13.17 Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

13.17.1 Rights. This Subaward of federal funds and employees working on this Agreement will be subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.

13.17.2 Inform Employees. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in 48 C.F.R. § 3.908.

13.17.3 Inclusion in Subcontracts. Subrecipient shall insert the substance of all of this Section K (Whistleblower Rights), including this paragraph, in all contracts over the simplified acquisition threshold as defined in 2 C.F.R. § 200.1 (currently, two hundred and fifty thousand dollars (\$250,000.00)).

13.18 Mandatory Disclosures. In accordance with 2 C.F.R. § 200.113, Subrecipient shall disclose in a timely manner in writing to the County all violations of federal criminal law involving fraud, bribery, or gratuities potentially affecting the Prime Award.

13.19 FFATA Subaward Reporting System. Subrecipient agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and, if applicable, to provide any information required by the County thereunder to meet its reporting obligations.

13.20 No Intended Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement. Neither the beneficiaries of the grant project nor any individuals who may have a role in implementing the project (including, but not limited to, project

directors or principal investigators) shall have, or be construed as having, any rights whatsoever to enforce the terms of this Agreement.

13.21 Assurances for Construction Subawards:

13.21.1 If applicable, Subrecipient will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications;

13.21.2 Subrecipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or the County;

13.21.3 Subrecipient 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;

13.21.4 Subrecipient 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. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

13.21.5 Subrecipient 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. §§327333) regarding labor standards for federally assisted construction subagreements;

13.21.6 Subrecipient will comply 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 is \$10,000 or more;

13.21.7 Subrecipient 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. 91190) 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) if applicable, 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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);

13.21.8 Subrecipient 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;

13.21.9 Subrecipient 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 Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

ARTICLE XIV **TERM**

- 14.1 Term. This Agreement shall take effect upon execution by both Parties and shall remain in effect until October 15, 2035, unless sooner terminated pursuant to Article IX (SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS).
- 14.2 Extension. The County shall have the unilateral right to extend the period of performance for up to twelve (12) months in the event the Prime Award is so extended, whether such extension is by request of the County or otherwise. Notwithstanding the foregoing, Subrecipient shall not be required to perform work during any extension period that is not reimbursed by the County.

WHEREFORE, the Parties, having read and understood the terms of this Agreement, do hereby agree to such terms by execution of their signatures below.

[SIGNATURE PAGE FOLLOWS]

On Behalf of Baldwin County:

By: _____
John H. Westmoreland, Chairman
Baldwin County Board of Commissioners

Attest: _____
Cynthia K. Cunningham
Baldwin County Clerk

On Behalf of Habitat for Humanity of Milledgeville/Baldwin County, Georgia Inc.

By: _____
Ivey Hall
Executive Director

EXHIBIT A: SCOPE OF WORK

Habitat for Humanity Milledgeville-Baldwin County, Inc. (HFHMBC) is requesting \$1,500,00.00 in funding from the PRO Housing grant to complete construction of ten (10) new, single-family energy efficient homeownership units that will be built in Milledgeville-Baldwin County. The active construction phase of this project will take place between February 2025 to September 2028. Upon completion, these units will be sold to pre-qualified, low to moderate income homeowners who have met HFHMBC's homeownership guidelines which are detailed below.

This project will benefit first-time low to moderate income homebuyers who are currently either renting units or living with family members. Potential applicants are typically living in substandard housing and/or have housing costs which exceed 50% of their income. In many cases, the housing units which they rent also saddle them with high utility bills. Due to their low income these individuals are often disqualified from conventional mortgage financing. The income level of the households purchasing these units will fall between 25% and 80% of AMI as per HFHMBC's household partnership guidelines. These income guidelines are updated annually based on HUD Section 8 Income Limits for Milledgeville-Baldwin County, Georgia.

The 10 single-family residential units will primarily consist of 3-bedroom, 2-bathroom homes which will be built on property currently held by HFHMBC or to be donated to the organization by the local Land Bank. There are options for 4- and 5-bedroom homes as well. The size of the homes will be determined by the size of the family approved for each home using guidelines established by Habitat for Humanity International. Additional funding needs to build a larger home will be secured through local fundraising efforts.

The proposed sale price for a 3-bedroom home is \$120,000. The sales price will consist of a first mortgage valued at \$105,000 and a forgivable second mortgage of \$15,000. Both mortgages will be serviced by HFHMBC and amortized over 20 years at low to 0% interest.

HFHMBC follows a well-established homebuyer selection process which is mandated by its parent organization, Habitat for Humanity International, Inc. (HFHI), and which also complies with the most recent federal and state mortgage origination laws. The annual income of HFHMBC homebuyers needs to fall between 25% and 80% of AMI as determined by the HUD Section 8 Income limits for Milledgeville-Baldwin County. These limits are revised annually by HUD. Other selection criteria include the homebuyer's need for safe, decent and affordable housing; proof of steady income which will allow them to make monthly mortgage payments to HFHMBC; and, a willingness to partner by performing a minimum of 300 hours of sweat equity working on the construction of their home and other Habitat houses or neighborhood events and, completing mandatory financial, home maintenance and legal classes.

In addition to its construction program, HFHMBC has also created an effective homeowner pre-purchase counseling program for its partner families and prospective applicants through partnerships with other agencies (e.g. Home First Housing Resource Center and Operation Hope) and recruiting skilled volunteers to provide these services (including financial and home

maintenance classes) to selected partner families. The program also provides post-purchase counseling to Habitat families in the years following the purchase of their house.

**EXHIBIT B:
BUDGET**

	3 bedroom 2 bathroom 1,242 sq feet	Total Project Budget (10 homes)	PRO Housing Contribution	Match Contributions
USES				
Acquisition				
Properties	\$ 3,500	\$ 35,000	\$ -	\$ 35,000
Closing Costs	\$ -	\$ -	\$ -	\$ -
<i>Subtotal: Acquisition</i>	\$ 3,500	\$ 35,000	\$ -	\$ 35,000
Construction				
Site Preparation	\$ 8,000	\$ 80,000	\$ 80,000	\$ -
Hard Costs (\$85.00 sq ft)	\$ 105,570	\$ 1,055,700	\$ 1,055,700	\$ -
Hard Costs - In-kind Contributions	\$ 2,900	\$ 29,000	\$ -	\$ 29,000
Construction Management	\$ 13,323	\$ 133,230	\$ 133,230	\$ -
Construction Contingency (10% materials for volatility)	\$ 10,557	\$ 105,570	\$ 105,570	\$ -
<i>Subtotal: Construction</i>	\$ 140,350	\$ 1,403,500	\$ 1,374,500	\$ 29,000
Professional Fees				
Appraisal	\$ 325	\$ 3,250	\$ 3,250	\$ -
Attorney	\$ 650	\$ 6,500	\$ -	\$ 6,500
Cost Cert/Audit	\$ 900	\$ 9,000	\$ 9,000	\$ -
Energy Star Rater	\$ 325	\$ 3,250	\$ 3,250	\$ -
Surveyor	\$ 3,000	\$ 30,000	\$ 30,000	\$ -
<i>Subtotal: Professional Fees</i>	\$ 5,200	\$ 52,000	\$ 45,500	\$ 6,500
Carrying Costs & Other Project Fees				
Application Fees and Inspections	\$ 1,852	\$ 18,520	\$ -	\$ 18,520
Interest Costs	\$ 700	\$ 7,000	\$ -	\$ 7,000
Bank Fees	\$ 100	\$ 1,000	\$ -	\$ 1,000
Insurance	\$ 4,500	\$ 45,000	\$ -	\$ 45,000
Title Insurance & Recording	\$ 550	\$ 5,500	\$ -	\$ 5,500
<i>Subtotal: Carrying Costs & Other Project Fees</i>	\$ 7,702	\$ 77,020	\$ -	\$ 77,020
Developer Fee	\$ 8,000	\$ 80,000	\$ 80,000	\$ -
TOTAL PROJECT COST	\$ 164,752	\$ 1,647,520	\$ 1,500,000	\$ 147,520

STATE OF GEORGIA,
COUNTY OF FULTON

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ (the "Date Hereof"), by and between the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**, for and on behalf of **GEORGIA COLLEGE AND STATE UNIVERSITY** (the "Institution") (collectively, "Licensor" or "Regents"), whose address is 270 Washington Street S.W., Seventh Floor, Atlanta, Georgia 30334 and **BALDWIN COUNTY BOARD OF COMMISSIONERS** ("Licensee"), whose address for purposes of this Agreement is 1601 North Columbia Street, Suite 230, Milledgeville, Georgia 31061.

WHEREAS, the Licensor is the owner certain real property located in Baldwin County, Georgia, identified as Tax Parcel 053 060 by the Baldwin County Tax Assessor, and as more particularly shown on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as "Property"); and

WHEREAS, Licensor is the owner of a telecommunications tower (the "Tower") on the Property; and

WHEREAS, Licensor, through Institution, entered into a lease agreement with Licensee last executed May 15, 2012 (the "Original Lease"), whereby Licensee leased from Licensor certain space on the Tower and on land adjacent to the Tower on the Property for the installation, operation, and maintenance of certain antennas and other related telecommunications equipment (collectively, the "Equipment"), the location of the Equipment on the Tower and on the Property being hereinafter referred to as the "Premises"; and

WHEREAS, the Original Lease had an initial term of five years commencing on May 15, 2012, and ending May 14, 2017; and

WHEREAS, the Original Lease contained a stipulation providing for the extension of the Original Lease for up to four (4) additional, five (5) year terms provided Licensor and Licensee mutually entered an agreement to extend the Original Lease (an "Extension Agreement"); and

WHEREAS, the Original Lease stipulated that without the execution of an Extension Agreement, the Original Lease would terminate on the last day of the current term; and

WHEREAS, Licensor and Licensee did not enter into an Extension Agreement on or before May 14, 2017 (the "Original Lease Termination Date"); and

WHEREAS, per the terms of the Original Lease, Licensor and Licensee mutually acknowledge and agree that the Original Lease terminated as of 11:59 p.m. the Original Lease Termination Date; and

WHEREAS, as Licensee’s Equipment has remained operational on the Premises from the Original Lease Termination Date through the Date Hereof; and

WHEREAS, Licensor and Licensee mutually desire to enter into a new license agreement (the “New License”) that would allow Licensee to continue operating the Equipment on the Premises; and

WHEREAS, Licensee desires to upgrade the Equipment to improve communications (the “Project”); and

WHEREAS, both Licensor and Licensee would benefit from the Project; and

WHEREAS, in order to expedite the installation of the Project while Licensor and Licensee negotiate the New License, Licensee has requested temporary access and construction rights to the Property in order to reasonably facilitate the Project and provide for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of the Equipment, including the Project (hereinafter, collectively, the “Permitted Uses”); and

WHEREAS, Licensor has agreed to grant Licensee this License for facilitation of the Project and the Permitted Uses pursuant to the terms described herein; and

NOW, THEREFORE, for and in consideration of TEN DOLLARS AND 00/CENTS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

1.

GRANTING OF LICENSE

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, a license to use the Premises and any reasonably required ingress and egress across the Property for the purposes hereinafter set forth in Paragraph 2. Licensee acknowledges that: (1) this Agreement will not be effective until it is fully executed by both Licensor and Licensee; and (2) Licensee will not have the right to install the Project until after Licensee has: (a) obtained all regulatory approvals required to commence construction and/or installation of the Project and sent notice to Licensor thereof; and (b) submitted insurance information to Licensor as specified in Section 6 of this Agreement; and (c) submitted to Licensor a structural report for the Tower that definitively concludes that the Tower will remain structurally sound following completion of the Project.

2.

USE OF PROPERTY

Licensee, at its sole cost, expense, risk, and responsibility, shall utilize the Premises and any reasonably required ingress and egress across the Property for completion of the Project and the Permitted Uses. Licensee hereby covenants that the Equipment (for any avoidance of doubt, including the Project) will be limited as described on the construction plans and equipment detail (the “Construction Plans and Equipment Detail”) included in Exhibit “B”, attached hereto and incorporated herein. Upon completion of the Project, the Project shall be considered as part of the Equipment.

3.

DURATION

It is understood and agreed between the parties hereto that the rights are being granted for a temporary period for the above-stated purposes, and that said rights shall commence on the Date Hereof and shall automatically terminate upon the earlier of (i) Licensors and Licensee executing a New License for the Permitted Uses associated with the Equipment; or (ii) January 31, 2026. Any property of Licensee (other than the Equipment) remaining on the Property at the completion of Project shall be removed from the Property and the Property shall be restored to as same or better condition as when received hereunder by the Licensee within a reasonable time; or if not timely removed, deemed abandoned by Licensee and shall belong to and be the absolute and sole property of the Licensor without further notice, action taken, instrument or conveyance executed or delivered, and without liability to make compensation therefor to Licensee or to any other person whomsoever, and shall be free and discharged from any and every lien, encumbrance, claim and charge of any character created, or attempted to be created, by Licensee at any time.

Notwithstanding anything to the contrary contained herein, if Licensor and Licensee have not executed the New License on or before January 31, 2026, Licensor shall, upon written notice to Licensee, have the right to require that Licensee remove the Equipment from the Premises. Upon receipt of such written notice, Licensee shall have sixty (60) days to remove the Equipment from the Premises.

4.

INTEREST

Licensee hereby acknowledges that by making, executing, and delivering this Agreement, Licensor does not confer upon Licensee any right, title, interest, or estate in the Property, nor confer upon Licensee a license coupled with an interest or an easement and Licensee is stopped from claiming any such right, title, interest, estate, license coupled with an interest, or easement in the Property. It is expressly understood and agreed by Licensee that this Agreement confers upon Licensee, and only Licensee, a mere personal privilege, and regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by Licensee, this Agreement and the privileges hereby conferred shall be subject to sole but reasonable revocation by Licensor upon notice to Licensee as set forth in this Agreement.

5.

MAINTENANCE; DAMAGE TO PROPERTY

Licensee hereby agrees, that following any maintenance, repair, modification, replacement, and/or upgrade of the Equipment, Licensee will, at its own cost and expense, restore the Property to the condition in which it existed prior to said work (for avoidance of doubt, except for the Equipment), such restoration shall include, at a minimum, the removal of all unused construction materials.

Licensee hereby agrees that if any property of the Licensor is damaged as a result of the exercise by Licensee or any Licensee contractor (hereinafter "Contractor"; for avoidance of doubt, Contractor shall include and any contractor that performs work on the Equipment on Licensee's behalf including the Project) of the revocable license herein granted, then, at the election of Licensor, Licensee shall, or Licensee shall cause the Contractor, as the case may be, to repair or restore the Property, or pay the costs thereof, as determined by Licensor. Licensee shall, or Licensee shall cause the Contractor, as the case may be, to pay the cost of such repair or restoration or commence the repair or restoration in good faith within thirty (30) days after notice by Licensor with repair or restoration to be completed by Licensee or Contractor within ninety (90) days after notice by Licensor; provided, however, that, if the restoration is of a nature that it is not reasonable to expect Licensee to complete the same within ninety (90) days, such ninety (90) day period shall be extended so long as Licensee is diligently pursuing completion of the restoration. Revocation of this Agreement shall not relieve Licensee or Contractor of its obligation to pay for the cost of repair or restoration of any such damaged property. If notice to repair, restore, or pay costs is served subsequent to a notice of revocation previously served by Licensor, Licensee or Contractor shall have only until the expiration of sixty (60) days after notice of revocation in which to effect such repair or restoration or to pay the cost thereof. This general provision is cumulative of all other remedies Licensor may have, including specific provisions hereof.

6.

CONTRACTOR INDEMNIFICATION

Licensee shall cause its Contractor to indemnify and hold harmless Licensor, the State of Georgia, Georgia College and State University, and its departments, agencies, and instrumentalities and all their respective officers, members, employees, and directors from and against all liability, claims, loss, damage, expenses, or costs for personal injuries and or property damage arising out of Contractor's operations.

7.

INSURANCE

Licensee shall cause its Contractor to purchase and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, have been purchased by the Contractor. The minimum required coverages and liability limits are as follows:

- (a) The Licensee shall cause its Contractor to provide Workers’ Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group-insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers’ Compensation stating the Contractor qualifies to pay its own workers’ compensation claims. The Licensee shall require all contractors using any area of the Property, or performing work under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation and shall submit a certificate on the letterhead of the Licensee in the following language prior to taking possession of the Property:

“This is to certify that all contractors performing work on this property are covered by their own worker’s compensation insurance or are covered by the Licensee’s worker’s compensation insurance.”

- (b) The Licensee shall also cause its Contractor to maintain Employers Liability Insurance Coverage with limits of at least:
 - (i) Bodily Injury by Accident - \$1,000,000 each accident; and
 - (ii) Bodily Injury by Disease - \$1,000,000 each employee.

The Licensee shall require all contractors performing work under this Agreement to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Licensee in the following language prior to taking possession of the Property:

“This is to certify that all contractors performing work on this property are covered by their own employer’s liability insurance or are covered by the Licensee’s employers liability insurance.”

- (c) The Licensee shall require its Contractor to provide Commercial General Liability Insurance (current ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<i>Coverage</i>	<i>Limit</i>
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury and Advertising	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. Fire Legal	\$1,000,000 per Occurrence

6. Blasting and Explosion	\$1,000,000 per Occurrence*
7. Collapse of Structures	\$1,000,000 per Occurrence *
8. Underground Damage	\$1,000,000 per Occurrence *
9. General Aggregate	\$2,000,000 per Project

* Required during construction period.

Additional Requirements for Commercial General Liability Insurance:

- (1) The policy shall name as additional insureds the officers, members and employees of the Board of Regents of the University System of Georgia, Georgia College and State University and the State of Georgia, but only with respect to claims that arise out of the Contractor's negligence in performing the work or the additional insured's general supervision of such operations, including completed operations, under this Agreement, but only for such claims for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy.
 - (2) The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act, shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the Contractor's policy.
 - (3) The policy or policies must be on an "occurrence" basis.
 - (4) The policy must include separate aggregate limits per project.
- (d) The Licensee shall require its Contractor to provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the commercial general liability, and the workers' compensation and employers' liability to satisfy the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages and minimum limits stated in Section 7 (a), (b), and (c) shall be:
- \$2,000,000 per Occurrence
\$2,000,000 Aggregate
- (e) Commercial Business Automobile Liability Insurance. The Licensee shall require its Contractor to provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

Additional Requirements for Commercial Umbrella Liability Insurance and Commercial Business Automobile Liability Insurance:

- (1) The policy shall name as additional insureds the officers, members and employees of the Board of Regents of the University System of Georgia, Georgia College and State University and the State of Georgia, but only with respect to claims that arise out of the Contractor's use of the Property or its negligence in performing work, including completed operations, under this Agreement, but only for such claims for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy.
- (2) The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act, shall be no broader than the coverage extended to the Licensee and is not expanded to cover claims and losses that are not insurable under the Licensee's policy.
- (3) The policy must be on an "occurrence" basis.

The Licensee shall maintain Commercial General Liability Insurance, which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<i>Coverage</i>	<i>Limit</i>
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury and Advertising	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. Fire Legal	\$1,000,000 per Occurrence
6. General Aggregate	\$2,000,000 per Project

8.
AS IS

Licensee acknowledges that it has fully inspected the Property and accepts the same "as is."

9.
ASSIGNMENT OR TRANSFER

This Agreement, and the license granted herein, may not be assigned or transferred by the Licensee without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

10.

CONTRACTOR REQUIREMENTS

Licensee or its Contractor shall employ erosion and sediment control best management practices which are consistent with and no less stringent than those practices contained in the most current “Manual for Erosion and Sediment Control in Georgia” published by the State Soil and Water Commission. Licensee or its Contractor shall also implement measures to prevent tracking of soil and debris to public roads and other areas outside of the Property. Licensee shall only use qualified and trained persons and appropriately licensed contractors for all installation, construction and other work performed on or about the Property.

11.

INSTALLATION, MAINTENANCE AND UTILITIES

Except in emergency situations, Licensee shall coordinate all its installation, construction, maintenance, and other work associated with the Equipment (including the Project) with Institution prior to the commencement of said work, including providing at least seventy-two (72) hours advance notice to Licensor by calling Primary Contact, Bobby Egnor, Electrical Supervisor at 478.445.1020 or Secondary Contact, Ben Mason, Director of Operations & Maintenance, 478.445.6546. Licensee acknowledges that this coordination is necessary to avoid potential interference (physical, electronic, or otherwise) with any existing utilities, substructures, facilities, or operations of the Institution. Licensor may, but shall not be obligated to, supervise any construction activities in connection with the Equipment (including the Project) that require prior review and approval from Licensor.

At its sole expense, Licensee shall perform routine maintenance to ensure that the Equipment is kept in good operating condition, in good aesthetic condition in accordance with the Construction Plans and Equipment Detail, and in safe condition in accordance with all applicable laws (“Routine Maintenance”). Routine Maintenance mean inspections, testing and minor or routine repairs and like-for-like equipment replacements and modifications of existing equipment but does not include additional equipment installations not shown on the Construction Plans and Equipment Detail or replacement or modified equipment of greater or materially different dimensions or weight. Licensee shall obtain all required regulatory approvals for such Routine Maintenance. All other modifications shall require Licensor’s prior approval, which approval shall not be unreasonably withheld.

12.

INTERFERENCE

Licensee covenants not to install, maintain or operate any equipment or allow others to operate equipment or use the Property in a manner that interferes with or impairs other communication (radio, telephone, cable television, data, Wi-Fi networks and other communications systems of Licensor and/or other transmission or reception), any computer equipment lawfully used by Licensor, any equipment of first responders or other public safety personnel, or any existing equipment of third-parties authorized by Licensor to use the Property

and/or surrounding properties of Licensor as of the Date Hereof. Such interference will be a default by Licensee, and upon notice from Licensor, Licensee shall promptly eliminate such interference at no cost to Licensor. Licensee will be required to use its best efforts to remedy and cure such interference without any impairment to any Licensor operations. If Licensee does not promptly cure such default, the parties hereto acknowledge that continued interference may cause irreparable injury to Licensor and, therefore, Licensor will have the right to bring an action against Licensee to, at Licensor’s election, immediately enjoin such interference and/or to terminate the Agreement. The parties hereto acknowledge that the Licensee possesses technical expertise that puts Licensee in the best position to identify and mitigate interference sources, and Licensee shall be primarily responsible for identification and mitigation work. Notwithstanding the foregoing, Licensor and Licensee hereby agrees to comply with FCC guidelines and protocols with regard to third-party interference.

13.
NOTICES

Except as expressly provided otherwise in this Agreement, all notices required herein shall be in writing and delivered to either party at the address contained herein by: (a) hand delivery at the aforementioned address; (b) by a nationally recognized express delivery service such as Federal Express, United Parcel Service, or United States Postal Service; or (c) United States Certified Mail - Return Receipt Requested, postage prepaid. The day upon which such notice is received shall be deemed the date of service of such notice.

To the Licensor: Sandra Neuse
Vice Chancellor for Real Estate and Facilities
University System of Georgia
270 Washington Street, SW, Seventh Floor
Atlanta, Georgia 30334-1450

with a copy to: Susan Allen
Interim Vice President for Finance & Administration
Georgia College & State University
CBX 21
Milledgeville, GA 31061

To the Licensee: Baldwin County
 Attention: County Manager
 1601 North Columbia Street
 Suite 230
 Milledgeville, Georgia 31061

with a copy Mandy Ptak
 Baldwin County E911 Director
 119 Old Monticello Rd NW
 Milledgeville, GA 31061

14.

GENERAL PROVISIONS OF THIS AGREEMENT

14.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience, and ease of reference, and shall be disregarded in the construction of this Agreement.

14.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

14.3 This Agreement shall be governed by, construed under, performed, and enforced in accordance with the laws of Georgia.

14.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

14.5 This Agreement may be executed in two (2) counterparts each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other. For purposes of executing this Agreement, any signed document transmitted by facsimile machine, PDF document transmitted by email transmission, or executed electronically through an electronic document signature service (e.g., DocuSign) shall be considered as an original signature and shall be considered to have the same binding legal effect as an original document.

14.6 The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of Licensor or Licensee which occurred or arose prior to the effective date of such termination.

14.7 Licensee hereby acknowledges that it has not been induced by any representations, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Property or the condition or suitability thereof for Licensee's purpose.

14.8 Licensee shall, at all times, be solely responsible for all expenses related to the installation, maintenance, and operation of the Equipment.

15.

REVOCATION

It is Licensor's intention, from which it will not unreasonably withdraw, that this license will continue for the term as set forth above. However, Licensee acknowledges that Licensor may revoke this license in the event Licensee fails to fully perform Licensee's obligations under this Agreement. Licensor shall provide Licensee with written notice of any breach of the terms of this Agreement on the part of Licensee and Licensee shall have a period of thirty (30) days within which to cure such breach; provided, however, that, in the event the breach is of a nature that it is not reasonable to expect Licensee to cure the same within thirty (30) days, the cure period shall be extended so long as Licensee is diligently pursuing such cure. In the event Licensee fails to cure any breach within the aforementioned cure period, Licensor may revoke the license granted herein by providing written notice to Licensee. Following revocation, this Agreement shall become null and void, and Licensee shall have no right whatsoever to be or remain on the Property or to a return of any monetary payment. Licensee, at its sole cost and expense, shall have sixty (60) days after notice of revocation within which to remove its Equipment from the Property, and at Licensor's written request, shall remove the same therefrom and restore the Property to as good or better condition as when received hereunder. Any property of Licensee remaining on the Property at the end of said sixty (60) days shall be deemed abandoned by Licensee and shall belong to and be the absolute and sole property of the Licensor without further notice, action taken, instrument or conveyance executed or delivered, and without liability to make compensation therefor to Licensee or to any other person whomsoever, and shall be free and discharged from any and every lien, encumbrance, claim and charge of any character created, or attempted to be created, by Licensee at any time.

16.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between Licensor and Licensee and constitutes the full, complete and entire agreement between the parties hereto with respect to the Property and Licensee's use thereof; no member, officer, employee, representative or agent of Licensor or Licensee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by referenced made a part hereof.

Signatures on the Following Page

IN WITNESS WHEREOF, Licensor, and Licensee, acting pursuant to and in conformity with properly considered and adopted resolutions and acting by and through their duly authorized representatives, have caused these presents to be executed all as of the Date Hereof.

LICENSOR:

**BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA**

By: _____
Sandra Lynn Neuse
Vice Chancellor for Real Estate and Facilities

Attest: _____
Alan Travis
Assistant Vice Chancellor

LICENSEE:

**BALDWIN COUNTY BOARD OF
COMMISSIONERS**

By: _____
Name: John H. Westmoreland
Title: Chairman

Attest: _____
Name: Cynthia K. Cunningham
Title: County Clerk

EXHIBIT “B”

The “Construction Plans and Equipment Detail” - Page 1 of 3

Equipment Detail

(Equipment on the Tower as of the Date Hereof)

1. 12' x 16' precast concrete Motorola Building for the radio equipment located 12' from the base of the tower on the open face.
2. 50 KW diesel generator with outdoor housing on a concrete foundation on top of a 2' skid tank in front of the Motorola Equipment building.
3. New ground grid around the building connected to the existing tower ground and building grounds.
4. 200amp single base 120/240 volt power service to the building via underground service from Utility transformer to the Meter Base and Main Disconnect on the Motorola Equipment building.
5. 12' ice bridge supporting the coax from the tower to the Motorola Equipment building 2'W x 12'long elevated from the top of the entry port at the building and supported by 3" galvanized steel pipe.
6. Receive Line, 7/8" coax with a SC 479 Sinclair dual band 700/800 antenna on a 6' side mount and a tower top amp in a stainless steel box mounted on the face of the tower just below the top. A half-inch coax run from the building entry port up the tower to the amp for use as a test port line for the Rx multi-coupler on the amp.
7. Transmit Antenna, SC479 Sinclair dual band antenna mounted 20' below the top of the tower on a 6' side arm mount and a 1 ¼" coax running to it.
8. 6' High Performance Andrew Microwave Dish located at the 200' elevation on the tower using an LDF4-SOA ½"hard line coax from the building to the dish.

(Continued on the Following Page)

EXHIBIT “B”

The “Construction Plans and Equipment Detail” - Page 2 of 3

Equipment Detail

(New Equipment associated with the Project)

1. Relocate the existing Rx antenna, mount and line to 374' and the Tower Top Amplifier.
2. An additional Rx antenna, mount and 7/8" line will be located at the same level of 374' which will provide Dual Rx at the 374' level for the Baldwin County system on the Hwy 49 GCSU Tower.
3. All other antennas and lines will maintain their current location and no structural mitigation will be required on the Tower

Continued on the Following Page



800MHz Corporate Collinear Antennas

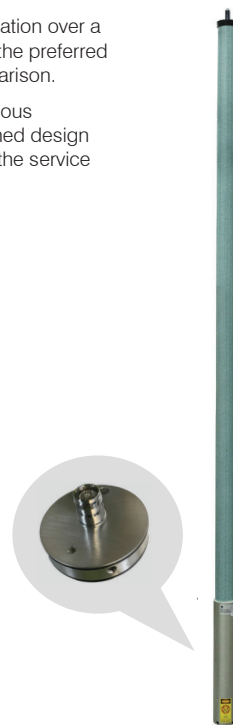
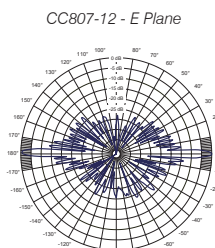
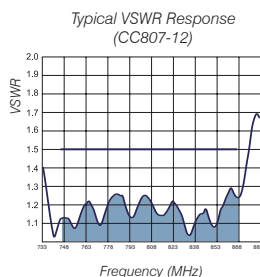
These industry leading, full featured corporate collinear arrays allow site operators to combine, with complete integrity, a large number of communications services into a single, low profile antenna solution.

The corporate feed design employed by RFI maintains superior pattern control, allowing gain to be maximised with zero tilt variation over a very broad bandwidth, comparable to that only previously available in exposed dipole array configurations. This is achieved in the preferred form factor of a fully enclosed fibreglass radome, providing a reduction in wind loading, ice loading and tower loading in comparison.

The CC807 series have been designed with an exceptional power rating of 500W across the band as well as a Peak Instantaneous Power (PIP) rating of 25kW to cater for the peak voltage levels present in large multi-carrier combining environments. RFI's refined design processes and proven construction methods achieve a PIM rating of -150dBc, further ensuring performance is maintained for the service life of the antenna.

Features:

- 500W Continuous Power rating
- -150dBc Passive Intermodulation (PIM) rating, 100% PIM tested
- 25 kW Peak Instantaneous Power (PIP) rating
- DC grounding on all elements for the ultimate in lightning protection and dissipation of static noise.
- Light weight dipole construction using RFI's patented flexi-PCB architecture, maintains a low centre of gravity reducing tip deflection and sway
- Field invertible (excluding tilt models)
- Preset downtilt variations of 2 and 4 degrees available, see note (1)



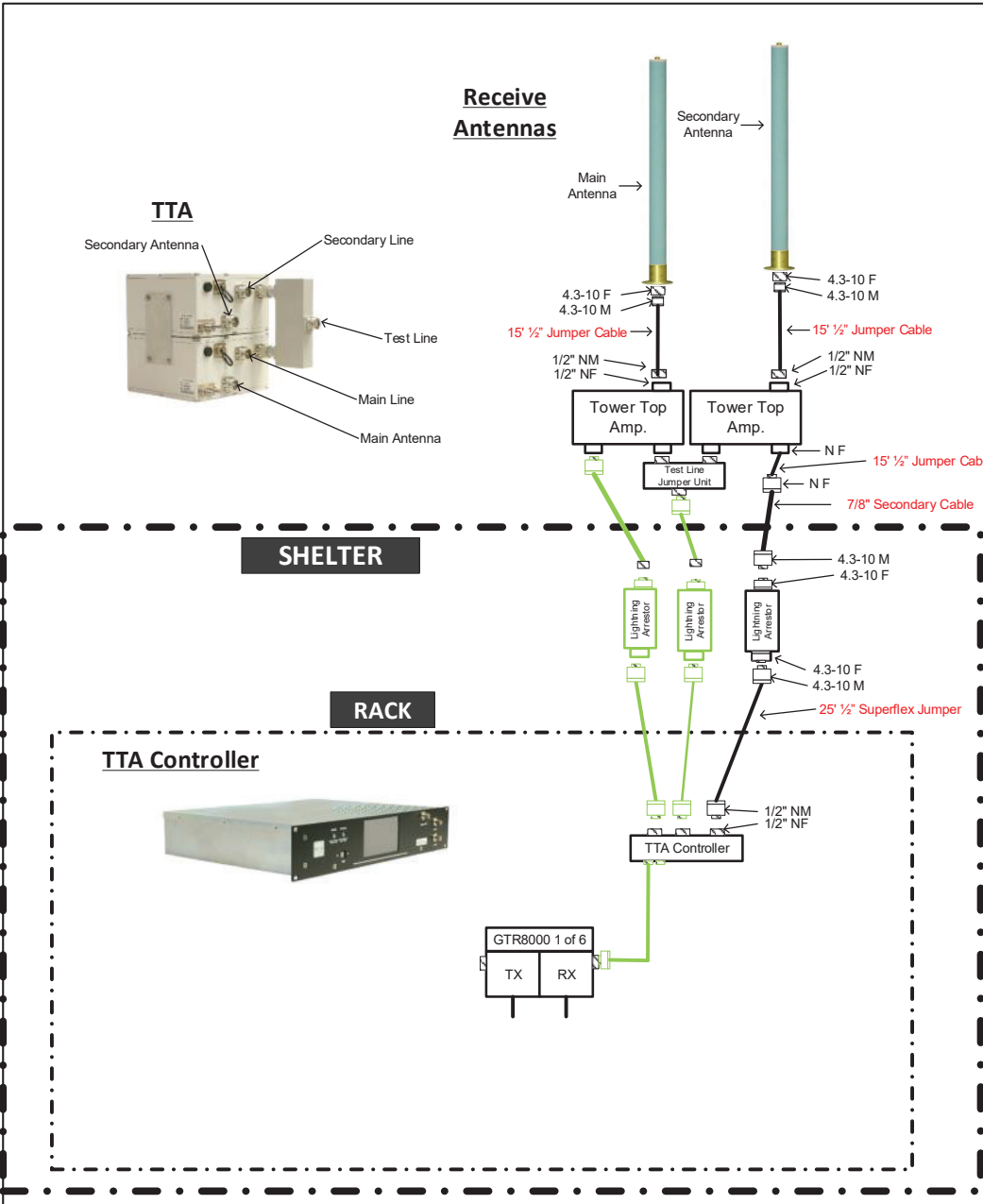
Electrical Specifications

Model Number	CC807-09-P	CC807-12-P
Nominal Gain dBd (dBi)	9.0 (11.1)	11.5 (13.6)
Frequency MHz	746-870	
Tuned Bandwidth MHz	Full	
VSWR (Return Loss)	1.5:1	
Nominal Impedance Ω	50	
Downtilt°	0 Std 2, 4 ⁽¹⁾	
Vertical Beamwidth°	8	4
Horizontal Beamwidth°	Omni +/- 0.5dB	
Input Power W	500	
Passive IM 3rd order (2x20W) dBc	-150	
Peak Instantaneous Power kW	25	

Mechanical

Model Number	CC807-09-P	CC807-12-P
Construction	Sky blue fibreglass radome	
Radome Diameter mm (inches)	76 (3.0)	
Length mm (inches)	3135 (123.4)	6235 (245.5)
Weight kg (lbs)	14 (30.9)	25.5 (56.2)
Termination	Integrated 4.3-10 Female	
Mounting Area mm (inches)	750 x 90 (30 x 3.5) diameter Ecofilm™ plated aluminium	
Suggested Clamps	3 x UC-114	
Shipping Dimensions mm (inches)	H	115 (4.5)
	W	115 (4.5)
	L	3335 (131.3)
Shipping Weight kg (lbs)	20.0 (44.1)	6435 (253.3)
Projected area cm ² (ft ²)	No Ice	2597 (2.8)
	With Ice	3192 (3.4)
Lateral Thrust @160km/h N (100 mph lbs)	308 (69)	659 (148)
Wind Gust Rating km/h (mph)	No Ice	>240 (150)
Torque @ 160km/h Nm (100mph ft-lbs)	413 (305)	1823 (1345)

(1) To order pre-set downtilt versions available, simply add a -T2 or -T4 towards the end of the part number to denote downtilt model required. For eg. CC807-12-T2-P to order CC807-12-P with 2deg of downtilt. Please note: Models with downtilt are NOT field invertible. . Eg. CC807-12-T2-P



- Hwy 49 GCSU**
- Receive Antennas – (CC807-09T4P)**
- Antenna Length 10'4" feet
 - 9.0 Dbi/11.1 Dbd
 - 15' 1/2" Jumper for Antenna to TTA
 - Antenna heights dependent on existing RX antenna
 - Main Cable 7/8"
 - Dual TTA (TXRX)
 - Surge Arrestor (1)
 - 25' 1/2" Jumper from Polyphaser to TTA Control Unit
 - Dual TTA Controller (8 Ports Each)
 - Existing Lines and Polyphasers for Main and Test will be re-used

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5			
4	FINAL RELEASE		
3	ISSUED FOR CONSTRUCTION		
2	ISSUED FOR FABRICATION		
1	ORIGINAL VERSION	MAL	1/31/2024
REV.	DESCRIPTION	BY	DATE

