

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, AUGUST 10, 2021

PRESENT: CHAIRMAN PETE STEPHENS, VICE-CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER JR., GEORGE ANDERSON, RUSTY DAVIS, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 9:00 a.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Vice Chairman Brinson made a motion to approve the agenda, as presented. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Anderson made a motion to approve the minutes of the Commissioners' Meeting held July 27, 2021, as presented. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

**Report From the Friendship House – Josh Paske.** Chairman Stephens recognized Josh Paske who stated the Friendship House has been in operation for 30 years. It was established by Jane Forsyth who had a heart for the under privileged youth. All services and programs are provided at no charge for year-round support. The Friendship House provides a combination of academic, spiritual, physical and arts education. A transitional housing program, practical life, and job skills training to at risk and underprivileged families in Southwest Georgia. Mr. Paske stated the Friendship House has recently expanded their services to Seminole County. Mr. Paske stated the Friendship House saw a need for homeless women and started a transition housing program for homeless women which is called Still Waters. Still Waters is a temporary home for displaced women and their children. During COVID the Friendship House and the Still Waters was closed down, and the Still Waters lost their director due to no funds to operate. With the COVID outbreak the programs were unable to do fundraisers to help offset the budget. Still Waters has hired a new director and are wanting to jump start the program, but funding is a problem. The annual budget for the Still Waters is \$66,000. The Refinery was established in 2013, the Refinery is a social enterprise of Still Waters. All natural soy candles are made and sold to wholesale and retail stores with the proceeds returning to support the mission of Still Waters. Even with the Refinery revenues there is still a shortfall of funds to operate Still Waters, because of not being able to do fundraisers. Mr. Paske is requesting for the Board to consider supporting the program with some of the Covid Relief Funding that Decatur County will be receiving. Chairman Stephens stated the Board would take Mr. Paske's request under consideration.

**Consider FAA Memorandum of Agreement.** Chairman Stephens recognized County Administrator Thomas who stated the FAA memorandum is not a new agreement, it's a continuation. County Administrator Thomas stated the FAA has been onsite at the Airport with communication equipment for a number of years and this agreement would start October 1, 2021 and go through September 30, 2041. The FAA facility has been on the Airpark for a number of years and the agreement has been in place for a number of years. In the agreement, it's identified as BUEC which stands for Back Up Emergency Communications, the total of land is .05 acres. The FAA fully funds the building and equipment and it supports the airport operations with back up communications equipment. The RCO stands for Remote Communications Outlet and RCE stands for Radio Control Equipment and has a number of items that aid the Airport and the aircraft around the Airport. County Administrator Thomas recommends approval to the Board, also the written agreement requires the County Administrator's signature and is requesting approval to sign the agreement on behalf of Decatur County. Commissioner Brock made the motion to approve the agreement and authorize County Administrator Thomas to sign on behalf of Decatur County. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

**COMMISSIONERS/ADMINISTRATOR'S REMARKS**

The Commissioners thanked everyone for coming to the meeting.

**ADJOURN**

There being no further business, the meeting, on motion by Vice Chairman Brinson, was duly adjourned. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Approved: Pete Dyer  
Chairman

Attest: Michelle B. West  
County Clerk





U.S. Department  
of Transportation

**Federal Aviation  
Administration**

Eastern Service Area  
Real Estate Branch, AAQ-910

1701 Columbia Avenue, 4<sup>th</sup> Floor  
College Park, Georgia 30337-2714

July 15, 2021

Mr. Alan Thomas  
Decatur County Administrator  
Post Office Box 726  
Bainbridge, Georgia  
39818-0726

Dear Mr. Thomas:

Enclosed are three original set of documents for the Federal Aviation Administration (FAA) Memorandum of Agreement No. 69435Z-21-L-00114, covering all no-cost NAVAID facilities located at Decatur County Industrial Air Park Airport.

If this agreement is acceptable to you, please execute and return two original documents to this office. Please also complete the Notary Acknowledgement and Public Authorization Certificate. Upon completion by the Government, an executed copy will be returned to you.

If you have any questions feel free to contact Scott Jennings, Real Estate Analyst, at (404) 305-5090 or me at (404) 305-5725.

Sincerely,

*Lesa M. Powell*

Lesa Powell  
Real Estate Contracting Officer

Enclosures

**PUBLIC AUTHORIZATION CERTIFICATE**

On this 10<sup>th</sup> day of August, 2021, I Alan Thomas  
[insert name]

certify that I am the County Administrator of the  
[insert title]

Decatur County Board of Commissioners named in the attached agreement; that  
[insert name of State, County, Municipality, or other Public Authority]

Alan Thomas who signed said agreement on behalf of the  
[insert name of person who signed the agreement]

Decatur County Board of Commissioners is  
[insert name of State, County, Municipality, or other Public Authority]

County Administrator of said  
[insert title of person who signed the agreement]

Decatur County Board of Commissioners; and that said agreement was duly signed  
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of Decatur County Board of Commissioners by authority of  
[insert name of State, County, Municipality, or other Public Authority]

its governing body, and is within the scope of its powers.

Signed  \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Georgia

COUNTY OF Decatur

On this 10<sup>th</sup> day of August, 20 21, before me, Michelle B. West,  
[insert notary name]

the undersigned Notary Public, personally appeared Alan Thomas,  
[insert name of individual who signed the agreement]

known to me to be the person whose name is subscribed to the foregoing instrument and

acknowledge that he/she executed the same for the purposes therein contained.

Michelle B. West  
Notary Public Signature  
Affix Seal Below



**ON-AIRPORT LAND**

**MEMORANDUM OF AGREEMENT**

**Between**

**UNITED STATES OF AMERICA**

**DEPARTMENT OF TRANSPORTATION**

**FEDERAL AVIATION ADMINISTRATION**

**And**

**DECATUR COUNTY BOARD OF COMMISSIONERS**

**FAA CONTRACT NO: 69435Z-21-L-00114**

**BGE / MOA**

**Bainbridge, Georgia**

**SECTION 6.1: OPENING**

**6.1.1-1 Agreement Preamble (09/2020)**

This Agreement is made and entered into by the Decatur County Board of Commissioners, hereinafter referred to as "Airport", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA" or as to the "Government"

For purposes of this MOA, the terms "contractor," "airport," "offeror", and "lessor" are interchangeable. Also, the terms "contract," "agreement", "offer" and "lease" are interchangeable.

**6.1.3-1 MOA Witnesseth (09/2020)**

Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and  
Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

Whereas, both parties agreed the establishment, operation, and maintenance of systems for air traffic

control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Decatur County Industrial Air Park Airport.

Whereas, this agreement supersedes or succeeds Lease No. DTFA06-01-L-02509 and all other previous agreements between the parties for the property described in this document.

Now, therefore, the parties mutually agree as follows:

## **SECTION 6.2: TERMS**

### **6.2.1-1 MOA Purpose (09/2020)**

It is understood and agreed that the use of the herein described premises, known as Decatur County Industrial Air Park Airport, shall be related to the FAA's activities in support of Air Traffic Operations.

### **6.2.5-4 Terms and Conditions (09/2020)**

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on **October 1, 2021** and continuing through **September 30, 2041**. The FAA can terminate this agreement, in whole or part at any time by giving at least thirty (30) days' notice in writing.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Decatur County Industrial Air Park Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

**6.2.6-1 Consideration (No Cost) (09/2020)**

The Government shall pay the Airport no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

**6.2.9 FAA Facilities (09/2020)**

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities".

**SECTION 6.3: GENERAL CLAUSES**

**3.2.5-1 Officials Not To Benefit (09/2020)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

**3.10.1-22 Contracting Officer's Representative (09/2020)**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

**6.3.5 Title To Improvements (09/2020)**

Title to the improvements constructed for use by the FAA during the life of this Agreement shall be in the name of the FAA.

**6.3.6 Funding Responsibility for FAA Facilities (09/2020)**

The Airport agrees that any and all Airport requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Airport improvements or changes will be at the expense of the Airport. In the event that the Airport requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's



facility, the Airport will immediately correct the interference issues at the Airport's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Lease Agreement.

**6.3.18 Non-Restoration (09/2020)**

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

**6.3.25 Quiet Enjoyment (09/2020)**

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

**6.3.28-2 Interference with FAA Operations (09/2020)**

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Airport's boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA. The FAA and the Airport agree that such action(s) would not be in the best interest of the Airport or the FAA.

**6.3.33-2 Covenant Against Contingent Fees (MOA) (09/2020)**

The Airport warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

**6.3.34 RE Anti-Kickback (09/2020)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

**6.3.36 Subordination, Nondisturbance and Attornment (09/2020)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**6.3.37-2 Notification of Change in Ownership or Control of Land (MOA) 09/2020**

If the Airport conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Airport's representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for

transferring and/or conveying the property rights.

**6.3.45-4 RE Contract Disputes (Agreement) (09/2020)**

All contract disputes arising under or related to this Agreement will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A contractor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70

Federal Aviation Administration

800 Independence Avenue, S.W., Room 323

Washington, DC 20591

Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

**6.3.47-1 Clearing/Disposing of Debris (09/2020)**

A. The Government shall notify the Airport in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Airport grants the Government the right and privilege to enter upon the Airport's land in order to cut, trim, tip, shape and maintain to the maximum, height of 5'4" above ground level, any trees situated within the airport boundary and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's facilities will be subject to the Government's granted privilege. Coordination with the Airport will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by its contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Airport. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

**SECTION 6.4: FINANCIAL CLAUSES- Not Applicable**

**SECTION 6.5: DESIGN & CONSTRUCTION CLAUSES- Not Applicable**

**SECTION 6.6: GENERAL BUILDING REQUIREMENTS & SPECIFICATIONS CLAUSES- Not Applicable**

**SECTION 6.7: SERVICES, UTILITIES, & MAINTENANCE CLAUSES- Not Applicable**

**SECTION 6.8: ENVIRONMENTAL & OCCUPATIONAL SAFETY & HEALTH CLAUSES**

**6.8.1 Hazardous Substance Contamination (09/2020)**

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Airport agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

**SECTION 6.9: SECURITY CLAUSES**

**6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)**

**CLAUSE:**

(a) Definitions. As used in this clause--

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this

clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

#### **6.9.5-1 Covered Telecommunications Equipment or Services- Representations (01/2021)**

PROVISION/CLAUSE:

(a) *Definitions*. As used in this provision, “covered telecommunications equipment or services” has the meaning per the clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”.

(b) *Procedures*. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) *Representations*.

- (1) The offeror represents that it \_\_\_\_\_ does,  does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it \_\_\_\_\_ does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

**6.9.5-2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)**

***NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in provision 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in provision 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(2).***

PROVISION/CLAUSE:

(a) *Definitions*. As used in this provision--  
*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibitions*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does  does not  USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates "does".

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-  
If the Offeror has responded "will" in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-



- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

## **SECTION 6.10: CLOSING**

### **6.10.1-4 Notices for MOA: (09/2020)**

All notices/correspondences must be in writing, reference the MOA number, and be addressed as follows:

**TO THE AIRPORT:**

Decatur County Board of Commissioners  
County Administrator  
Post Office Box 726  
Bainbridge, Georgia  
39818-0726

TO THE GOVERNMENT:

Federal Aviation Administration  
Real Estate & Utilities Group, AAQ-910  
1701 Columbia Avenue  
College Park, Georgia  
30337-2714

**6.10.3-4 MOA Signature Block (09/2020)**

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

DECATUR COUNTY BOARD OF COMMISSIONERS

By: 

Name: Alan Thomas

Title: County Administrator

Date: 8/10/2021

UNITED STATES OF AMERICA

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

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

Name: Lesa Powell

Title: Real Estate Contracting Officer

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

**SECTION 6.11- ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS**

<b>Number</b>	<b>Title</b>	<b>Date</b>	<b>Number of Pages</b>
1	MOA LIST OF FACILITIES	10/01/2021	1
2			
3			
4			
5			

October 1, 2021

**List of Facilities**

MEMORANDUM OF AGREEMENT

**69435Z-21-L-00114**

DECATUR COUNTY INDUSTRIAL AIR PARK AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1.	BUEC	Support (BGE)	13489	Previous lease number DTFA06-01-L-02509, commissioned 02/2002, 0.05 acres, 30.976373-84.637573
2.	RCO	Support (BGE)	13302	No previous lease agreement, commissioned 09/1988, located next to BUEC, electronic equipment in a FAA shed
3.	RCE	Support (BGE)	13638	No previous lease agreement, commissioned 09/2006, co-located with RCO
4.	RCE	Support (BGEA)	13638	No previous lease agreement, commissioned 09/2006, co-located with BUEC, electronic equipment in a FAA shed