

**MINUTES**

**DECATUR COUNTY BOARD OF COMMISSIONERS**

**COMMISSIONERS' BOARD ROOM**

**TUESDAY, MAY 14, 2024**

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER, JR, RUSTY DAVIS, GEORGE ANDERSON, 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, Operations Manager Williams gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

**APPROVAL OF AGENDA**

Commissioner Brock 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**

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' meeting held April 23, 2024, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

**OLD BUSINESS**

There was no Old Business.

**NEW BUSINESS**

**Consider Approval of Second Amendment and Reinstatement of Project Anovion – Rick McCaskill.** Chairman Stephens recognized Rick McCaskill, Executive Director of the Development Authority of Bainbridge and Decatur County who stated Anovion is requesting an extension through December 31, 2024 for Project Anovion. Commissioner Davis made a motion to approve the extension, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

**Update from Public Works – Dennis Medley.** Chairman Stephens recognized Public Works Director Dennis Medley who informed the Board of the progress being made within the last year on various roads in the county, as well as future projects that are planned for county roads.

**Consider Approval of GDOT Contract – Runway 14/32 Rehabilitation.** Chairman Stephens recognized County Administrator Thomas who stated in the March 12, 2024 meeting the Board approved the Runway 14/32 Rehabilitation contract award to Griffin Grading and Concrete and in that proposal, Decatur County applied for Georgia Department of Transportation funding of the project at a seventy-five percent rate. County Administrator Thomas stated a copy of the GDOT contract was included in the Commissioners' packet and requires approval by the Board. County Administrator Thomas is recommending approval by the Board to approve the contract and authorize the Chairman to sign the documents electronically. Commissioner Davis made a motion to approve the contract and to authorize the Chairman to sign the documents electronically, a copy of which is attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**Consider Proposal from Oxford – Widening of Country Club Road.** Chairman Stephens recognized County Administrator Thomas who stated a copy of the proposal is in the Commissioners’ packet to widen Country Club Road by two feet at a cost of \$36,578.36 and is recommending approval by the Board. Commissioner Brock made a motion to approve the proposal, a copy of which is attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**Consider Proposal from Southern Software – Records/Jail Management.** Chairman Stephens recognized County Administrator Thomas who stated a copy of the proposal is in the Commissioners’ packet for the replacement of the records management software at the Decatur County Jail. County Administrator Thomas stated the current software is 32 years old. County Administrator Thomas is recommending approval of the attached proposal from Southern Software at the cost of \$166,252 and also added that this software will integrate with our E911 records management software. Vice Chairman Brinson made a motion to approve the proposal. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider E-911 Contract Proposals – Tonya Griffin.** Chairman Stephens recognized E911 Director Tonya Griffin who stated she has three contracts that she is requesting approval by the Board. The first contract is with GeoComm which is for GIS professional services. Director Griffin stated the contract will provide 911 with updated GIS dataset that will be used in conjunction with NG911. The final product will be an updated GIS dataset that will comply with National 911 standards and mapping requirements and will serve as the base map for 911 and other jurisdictions within Decatur County. Director Griffin stated the total contract amount is \$113,224.25 with Decatur County’s portion being \$61,141.10 and currently has the funds in her budget. Director Griffin is recommending approval by the Board. Commissioner Davis made a motion to approve the GeoComm contract, a copy of which is attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Director Griffin stated the second contract is for Rapid SOS Services which is a software built into wireless phones that provides location and other lifesaving data to first responders. It is a way for 911 to get more accurate location information in the event of an emergency situation. Director Griffin stated the annual subscription cost is \$10,075.10, which she has in her current budget and is recommending approval by the Board. Commissioner Anderson made a motion to approve the proposal, a copy of which is attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Director Griffin stated the final proposal is for the NexGen 911 network which is an IP based service and will replace the current infrastructure of trunk lines. Director Griffin stated NexGen911 provides multiple paths of redundancy in case of network failure and will also include TEXTY, which E911 is currently paying separately. Director Griffin stated the total contract cost will be \$362,598.64 over a span of five years and the amount would be lower when Decatur and Grady County end the current agreement. Commissioner Barber made a motion to approve the proposal, a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Maintenance Easement – Airport Runway Clear Zone.** Chairman Stephens recognized County Administrator Thomas who stated the Board previously authorized County Attorney Kirbo to draft a maintenance easement for the Decatur County Airport to be compliant with State and Federal regulations. County Administrator Thomas stated a copy of the easement was included in the Commissioners’ packet and is recommending approval by the Board. Commissioner Davis made a motion to approve the easement, a copy of which is attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

**COMMISSIONERS/ADMINISTRATOR’S REMARKS**

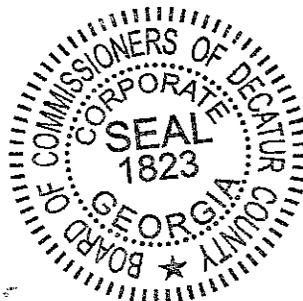
The Commissioners thanked everyone for coming.

**ADJOURN**

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

Approved: Pete Stephens  
Chairman, Pete Stephens

Attest: Michelle B. West  
County Clerk, Michelle B. West



## SECOND AMENDMENT AND REINSTATEMENT OF PROJECT AGREEMENT

**THIS SECOND AMENDMENT AND REINSTATEMENT OF PROJECT AGREEMENT** ("Amendment") is hereby made and entered into as of April 29~~23~~, 2024 ("Effective Date"), by and among ANOVION LLC, a Delaware limited liability company ("Company"), DECATUR COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), the CITY OF BAINBRIDGE, GEORGIA, a municipal corporation of the State of Georgia ("City"), the DECATUR COUNTY SCHOOL DISTRICT ("District"), the DECATUR COUNTY BOARD OF TAX ASSESSORS ("Tax Assessors") and the DEVELOPMENT AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY, a local development authority for the County ("Authority"). The above-referenced entities may from time to time be referred to individually as a "Party" and collectively as "Parties."

### EXPLANATORY STATEMENT

A. The Parties executed that certain Project Agreement with an Effective Date of May 15, 2023 (the "Original Agreement").

B. Section 11.2 of the Original Agreement provided that if the following three (3) Contingencies were not satisfied by September 1, 2023 (the "Contingency Deadline"), the Original Agreement would become null and void in accordance with the provisions of Section 11.2 of the Original Agreement: (1) the Company's closing on the acquisition of the fee simple interest in any portion of the Project Site under the terms of the Main Parcel PSA and Reynolds PSA (the "Real Estate Closing"), (2) a final judgment issued by the Superior Court of Decatur County confirming and validating the Bond, this Agreement, the PILOT Agreement and the security therefor and the expiration of all opportunities to appeal such judgment (the "Bond Validation"), and (3) the issuance and delivery of the Bond and the execution and delivery of the Bond Documents (the "Bond Closing").

C. The Bond Validation occurred on or about June 6, 2023, however as of the Effective Date of this Amendment, the Real Estate Closing and the Bond Closing (collectively the "Closings", and each individually a "Closing") have not occurred.

D. The Parties executed an Amendment and Reinstatement of Project Agreement dated December 22, 2023 (the Original Agreement as so amended is referred to herein as the "Project Agreement"), which both reinstated the Original Agreement and extended the Contingency Deadline to May 1, 2024.

E. The Parties do not anticipate that the Real Estate Closing and the Bond Closing will occur by May 1, 2024, and thus have agreed to extend the Contingency Deadline to December 31, 2024, and to reinstate the Project Agreement, if applicable, all in accordance with the terms and conditions of this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Explanatory Statement; Defined Terms.** The Explanatory Statement of this Amendment forms an integral part hereof. The use of initially capitalized terms in this Amendment shall have the meaning ascribed to them in the Project Agreement unless the context requires otherwise.

2. **Reinstatement.** The parties hereby agree that the Original Agreement, and each and every provision thereof, is hereby reinstated, ratified and confirmed in its entirety, and notwithstanding anything in the Project Agreement to the contrary, the Project Agreement shall: (i) be treated to have remained in

full force and effect from and after May 15, 2023, and (ii) hereinafter remain in full force and effect until the expiration or earlier termination thereof in accordance with the terms and conditions of the Project Agreement (as amended hereby).

3. **Contingency Deadline.** The Contingency Deadline is hereby extended to December 31, 2024.

4. **Simultaneous Closings.** The Parties hereby agree that the Closings shall occur simultaneously or in immediate succession to one another (i.e., on or about the same date), and thus it shall be a condition to each of the Closings that the other Closing is occurring or is immediately following the other.

5. **Purchaser Property Reduction; Option.** The Authority and Company hereby acknowledge that the Main Parcel PSA (as defined in the Original Agreement) has been amended by that certain First Amendment to Purchase and Sale Agreement dated November 9, 2023 (as amended, the "Amended Main Parcel PSA"), and do hereby further agree that with respect to the Amended Main Parcel PSA:

(a) The 182-acre "Additional Property" (as defined in the Amended Main Parcel PSA) intended to be conveyed to the Company at the Real Estate Closing shall no longer include an approximately 100-acre portion of such Additional Property (referred to herein as the "Option Property"), which Option Property shall be more particularly identified in accordance with the terms set forth in subsection (d) below, such that: (i) at the Real Estate Closing, the Purchaser Property (as defined in the Amended Parcel PSA) shall include approximately 350 acres; and (ii) the Project Site under the Project Agreement shall be comprised of 350 acres unless and until the Option Closing (as defined below) occurs.

(b) If, at any time on or before the Calculation Date, the Company satisfies the Capital Investment Goal and the Base Employment Goal in accordance with the terms of the Project Agreement, then at any time thereafter the Company shall have the right and option to purchase the Option Property from the Authority for a purchase price of One Dollar (\$1) (the "Option") by delivering notice of the exercise of such Option to the Authority (the "Option Notice") no later than the date that is six (6) months after the Calculation Date.

(c) If the Company exercises the Option in accordance with the terms hereof, then the Authority and the Company shall close on the Company's purchase of the Option Property within forty-five (45) days after the Company's delivery of the Option Notice (the "Option Closing), at which time the Authority shall sell, transfer and convey the Option Property to the Company upon the same terms and conditions as its sale, transfer and conveyance of the Purchaser Property at the Real Estate Closing in accordance with the terms of the Amended Main Parcel PSA, i.e., the Authority and the Company, as applicable, shall execute and deliver with respect to the Option Property, among other things, the Deed, Reconveyance Deed and an amendment to the Rental Agreement (as such terms are defined in the Amended Main Parcel PSA) executed at the Real Estate Closing. For purposes of clarification, from and after the Option Closing: (i) the Option Property shall be included in the Project and become part of the Project Site and Leased Real Property under all of the applicable the terms and conditions of the Project Agreement, and (ii) any improvements, building fixtures, systems, machinery and building equipment constructed on or within the Option Property shall be "Project Improvements".

(d) Prior to June 1, 2024, the Authority and Company shall agree, in writing, on the exact boundaries of the Purchaser Property and Option Property, with the intent and understanding that: (i) the Purchaser Property shall include not less land than is reasonably necessary to accommodate the entirety of the Company's improvements intended for the use and operation of the first phase of the Company's development of the Purchaser Property; and (ii) the Option Property is intended to be comprised of the

southernmost 100 +/- acres of the approximately 182-acre Additional Property (as defined in the Amended Main Parcel PSA). Promptly after the Authority and the Company agree on the boundaries of the Purchaser Property and Option Property as aforesaid, and in all events prior to the Option Closing, the Authority shall cause the Purchaser Property and the Option Property to be replatted as separate parcels. Additionally, prior to June 15, 2024, the Authority and the Company shall execute and deliver: (x) an amendment to the Amended Main Parcel PSA to incorporate all of the terms and conditions of this Section 5 and to make such other modifications to the terms and conditions of the Amended Main Parcel PSA, and the instruments to be executed in accordance therewith, as may be necessary or appropriate to carry out the intent of the Authority and Company with respect to the exclusion of the Option Parcel from the Purchaser Real Property and the Company's Option to purchase the same (for example, changes to the Covenants and Restrictions Agreement and/or Easement Agreement), and (y) a recordable instrument to provide record notice of the Company's Option, all in form and substance acceptable to the Authority and Company in their respective commercially reasonable and good faith discretion.

[SIX SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

ANOVION LLC

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

[SEAL]

\_\_\_\_\_  
Notary Public

Commission Expiration Date:

[NOTARY SEAL]

DECATUR COUNTY, GEORGIA

Signed, sealed and delivered  
in the presence of:

By: Pete Stephens  
Name: Pete Stephens  
Title: Chairman

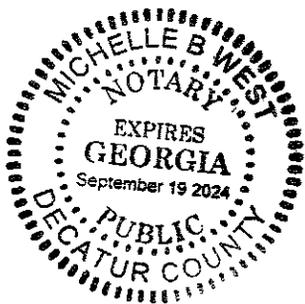
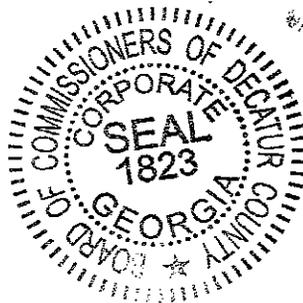
Jamie Smith  
Unofficial Witness

[SEAL]

Michelle B. West  
Notary Public

Commission Expiration Date:

[NOTARY SEAL]



CITY OF BAINBRIDGE, GEORGIA

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

[SEAL]

\_\_\_\_\_  
Notary Public

Commission Expiration Date:

[NOTARY SEAL]

**DECATUR COUNTY SCHOOL DISTRICT**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

[SEAL]

\_\_\_\_\_  
Notary Public

Commission Expiration Date:

[NOTARY SEAL]

DECATUR COUNTY  
BOARD OF TAX ASSESSORS

Signed, sealed and delivered  
in the presence of:

By: *Larry Carroll*  
Name: Larry Carroll  
Title: Chairman

*[Signature]*

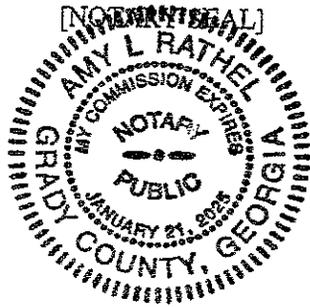
Unofficial Witness

[SEAL]



*Amy Rathel*  
Notary Public

Commission Expiration Date: 1-21-25



**DEVELOPMENT AUTHORITY OF  
BAINBRIDGE AND DECATUR COUNTY**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

[SEAL]

\_\_\_\_\_  
Notary Public

Commission Expiration Date:

[NOTARY SEAL]



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

May 9, 2024

The Honorable Pete Stephens, Chairman  
Decatur County Board of Commissioners  
P.O. Box 726  
Bainbridge, GA 39818

**In Re:** AP024-9081-37(087) Decatur  
PID - T008673  
Contract Amount - \$3,305,408.74

Dear Chairman Stephens:

Enclosed for execution by the Decatur County Board of Commissioners is an electronic contract for FY 2024 for runway 14/32 rehabilitation, reimbursement of fuel farm, and an update of the FY24-26 DBE plan at the Decatur County Industrial Air Park in Bainbridge, GA. This project contains \$606,333.32 of federal funds and \$2,699,075.42 of state funds with the local share of the cost being \$920,179.64.

The contract will be submitted to you electronically. All pages requiring signatures have been flagged with the individual's name. In addition, instructions on how to complete the electronic contract will be emailed to all parties involved. Please be sure to follow the instructions outlined in the email to ensure proper completion of the contract.

After the contract has been fully executed, the Georgia Department of Transportation (the "DEPARTMENT") will issue an electronic notification indicating the contract process has been completed. The contract is not valid until a written "Notice to Proceed" is received from GDOT's Division of Intermodal office. However, a Notice to Proceed (NTP) will NOT be issued until a copy of the certificate of insurance and endorsement pages for the minimum amounts of insurance indicated in section 9.1 of the Contract and a signed copy of all applicable FAA Certifications are received. If assistance is needed with the certificate of insurance, please contact the Aviation Project Manager assigned to your airport.

The Decatur County Board of Commissioners must comply with all applicable FAA regulations, policies, procedures, and directives.

If you have further questions, please do not hesitate to contact Corzetta Motley, Contracts/Grants Manager, at (404) 631-1073 or Jewell Strozier, Contracts Specialist at (404) 631-1826.

Sincerely,

Leigh Ann Trainer

1. Digitally signed by Leigh Ann Trainer  
2. DN: cn=US, email=leatrain@dot.ga.gov, o=GDOT,  
3. OU=Division of Intermodal, CN=Leigh Ann  
Trainer  
4. Date: 2024.05.09 12:20:10-04'00'

Leigh Ann Trainer, Assistant Director  
Division of Intermodal

LAT:jds

Enclosures

Revised August 7, 2023

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP024-9081-37(087)  
PID - T008673

DECATUR

**\*\*LIMITED PARTICIPATION\*\***

STATE OF GEORGIA

FULTON COUNTY

THIS CONTRACT made and entered into on 5/21/2024, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and DECATUR COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

RUNWAY 14/32 REHABILITATION; REIMBURSEMENT OF FUEL FARM AND FY24-26 DBE PLAN UPDATE AT THE DECATUR COUNTY INDUSTRIAL AIR PARK IN BAINBRIDGE, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T008673/AP024-9081-37(087) DECATUR prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2022.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation, or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is FOUR MILLION TWO HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-EIGHT and 38/100 Dollars (\$4,225,588.38). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is THREE MILLION THREE HUNDRED FIVE THOUSAND FOUR HUNDRED EIGHT and 74/100 Dollars (\$3,305,408.74). This amount may be comprised of a combination of AIP and or AIG funds, and or state funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is ONE HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED SIXTY-ONE and 85/100 Dollars (\$161,661.85) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of THREE THOUSAND THREE HUNDRED TWENTY-EIGHT and 53/100 Dollars (\$3,328.53) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ONE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED THIRTY-THREE and 32/100 Dollars (\$158,333.32) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of FIVE THOUSAND FOUR and 81/100

Dollars (\$5,004.81).

(4.2.2) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is FOUR HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-EIGHT and 90/100 Dollars (\$472,888.90) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of TWENTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-EIGHT and 90/100 Dollars (\$24,888.90) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of FOUR HUNDRED FORTY-EIGHT THOUSAND and 00/100 Dollars (\$448,000.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of TWENTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-EIGHT and 88/100 Dollars (\$24,888.88).

(4.2.3) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of TWO MILLION SIX HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FIFTY-SEVEN and 99/100 Dollars (\$2,670,857.99) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is TWO MILLION SIX HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FIFTY-SEVEN and 99/100 Dollars (\$2,670,857.99) as summarized in Exhibit A. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its 75% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less.
2. It is further understood that the SPONSOR'S local share of the Project is in the amount of EIGHT HUNDRED NINETY THOUSAND TWO HUNDRED EIGHTY-FIVE and 95/100 Dollars (\$890,285.95).
3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs

will be the sole responsibility of the SPONSOR.

(4.2.4) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.5) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) Records. The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, and acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition

of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed ("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
  - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

- iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

shall obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage  
OR

is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the

minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

(c) Professional Liability (Errors and Omissions) Insurance with limits of at least:

- (i) For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (ii) For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iii) For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iv) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the Project.

(d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature, and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 19, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) Audit Requirements.

(14.1) State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(14.2) Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the SPONSOR shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply

with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(19) The Term of this contract shall be two (2) years from the Effective Date.

(20) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(21) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(22) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

(23) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(24) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(25) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(26) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(27) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(28) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(29) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(30) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(31) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party 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 or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals.

DEPARTMENT OF TRANSPORTATION:

DECATUR COUNTY:

DATE: 5/21/2024

DATE: 5/14/2024

DocuSigned by:  
Russell R McMurry  
751687000644A...  
COMMISSIONER (SEAL)

DocuSigned by:  
Pete Stephens  
8UBA7AB81DE14AZ...  
CHAIRMAN

Pete Stephens

PRINTED NAME

ATTEST: DocuSigned by:  
[Signature]  
740858580EAC425  
Treasurer

This Contract approved by

DECATUR COUNTY

at a meeting held at:

203 W Broughton St, Bainbridge GA 39817

DATE: 5/14/2024

DocuSigned by:  
[Signature]  
1112831353C33484...  
CLERK (SEAL)

58-6000813

Federal ID/IRS #

DECATUR COUNTY INDUSTRIAL AIR PARK  
BAINBRIDGE, GEORGIA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP024-9081-37(087) Decatur  
PID-T008673

RUNWAY 14/32 REHABILITATION; REIMBURSEMENT OF FUEL FARM and FY24-26 DBE PLAN UPDATE

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
<b>Part I Federal Funds FY21 and FY23 - SBGP-038-2021 &amp; SBGP-059-2023</b>												
1a	FAA	Construct Fuel Farm (T007522 and T007725)	EA	83,333.20	\$1.00	\$83,333.20	90%	\$74,999.88	10%	\$8,333.32	0%	\$0.00
<b>Total Part I Federal Funds FY21 and FY23</b>						<b>\$83,333.20</b>		<b>\$74,999.88</b>		<b>\$8,333.32</b>		<b>\$0.00</b>
<b>Part II Federal Funds FY23 - SBGP-059-2023</b>												
1b	FAA	Construct Fuel Farm (T007522 and T007725)	EA	10,187.92	\$1.00	\$10,187.92	90%	\$9,169.13	0%	\$0.00	0%	\$0.00
2	FAA	DBE Plan FY24-26	EA	6,575.00	\$1.00	\$6,575.00	90%	\$5,917.50	0%	\$0.00	0%	\$0.00
3a	C-100-14.1	Contractor Quality Control Program (CQCP)	EA	10,516.00	\$1.00	\$10,516.00	90%	\$9,464.40	0%	\$0.00	5%	\$525.80
4a	C-102-5.1	Temporary Seeding and Mulching	AC	1.00	\$3,300.00	\$3,300.00	90%	\$2,970.00	0%	\$0.00	5%	\$165.00
5a	C-102-5.3	Silt Fence	LF	2,928.00	\$5.50	\$16,104.00	90%	\$14,493.60	0%	\$0.00	5%	\$805.20
6a	C-103-8.1	Project Survey, Stakeout, and Record Drawing	EA	5,280.00	\$1.00	\$5,280.00	90%	\$4,752.00	0%	\$0.00	5%	\$264.00
7a	C-105-6.1	Mobilization	EA	31,370.54	\$1.00	\$31,370.54	90%	\$28,233.49	0%	\$0.00	5%	\$1,568.53
<b>Total Part II Federal Funds FY23</b>						<b>\$83,333.46</b>		<b>\$75,000.12</b>		<b>\$0.00</b>		<b>\$3,328.53</b>
<b>Part III Federal Funds FY24 - SBGP-071-2024</b>												
7b	C-105-6.1	Mobilization	EA	3,829.46	\$1.00	\$3,829.46	90%	\$3,446.51	0%	\$0.00	5%	\$191.47
8a	C-107-4.1	Maintenance of Traffic and Airfield Study	EA	8,100.00	\$1.00	\$8,100.00	90%	\$7,290.00	0%	\$0.00	5%	\$405.00
9a	P-101-5.1	Remove Full Depth Pavement	SY	5,310.00	\$5.15	\$27,346.50	90%	\$24,611.85	0%	\$0.00	5%	\$1,387.33
10a	P-101-5.2	Remove Shoulder Pavement	SY	3,654.00	\$5.82	\$21,266.28	90%	\$19,139.65	0%	\$0.00	5%	\$1,063.31
11a	P-101-5.3	Pavement Milling (2")	SY	2,472.75	\$2.06	\$5,093.87	90%	\$4,584.48	0%	\$0.00	5%	\$254.89
12a	P-152-4.1	Unclassified Excavation	CY	421.00	\$12.95	\$5,451.95	90%	\$4,906.76	0%	\$0.00	5%	\$272.60
13a	P-152-4.2	Unsuitable Excavation	CY	80.00	\$40.36	\$3,228.80	90%	\$2,905.92	0%	\$0.00	5%	\$161.44
14a	P-152-4.3	Geogrid	SY	160.00	\$5.21	\$833.60	90%	\$750.24	0%	\$0.00	5%	\$41.68
15a	P-209-5.1	Crushed Aggregate Base Course (6" Depth)	CY	1,188.00	\$111.45	\$132,179.70	90%	\$118,961.73	0%	\$0.00	5%	\$6,608.99
16a	GDOT-400	Bituminous Surface Course	TN	1,449.00	\$181.88	\$234,564.12	90%	\$211,107.71	0%	\$0.00	5%	\$11,728.21
17a	P-802-5.1	Emulsified Asphalt Prime Coat	GAL	140.00	\$3.51	\$491.40	90%	\$442.26	0%	\$0.00	5%	\$24.57
18a	P-803-5.1	Emulsified Asphalt Tack Coat	GAL	520.00	\$4.64	\$2,412.80	90%	\$2,171.52	0%	\$0.00	5%	\$120.64
19a	P-620-5.1	Temporary ReflectORIZED Pavement Marking, White	SF	775.00	\$2.20	\$1,705.00	90%	\$1,534.50	0%	\$0.00	5%	\$85.25
20a	P-620-5.2	Permanent ReflectORIZED Pavement Marking, White	SF	775.00	\$2.20	\$1,705.00	90%	\$1,534.50	0%	\$0.00	5%	\$85.25
21a	P-620-5.3	Temporary ReflectORIZED Pavement Marking, Yellow	SF	402.00	\$2.20	\$884.40	90%	\$795.96	0%	\$0.00	5%	\$44.22
22a	P-620-5.4	Permanent ReflectORIZED Pavement Marking, Yellow	SF	402.00	\$2.20	\$884.40	90%	\$795.96	0%	\$0.00	5%	\$44.22
23a	T-901-5.1	Permanent Seeding	AC	1.00	\$3,300.00	\$3,300.00	90%	\$2,970.00	0%	\$0.00	5%	\$165.00
24a	T-908-5.1	Mulching	AC	1.00	\$1,210.00	\$1,210.00	90%	\$1,089.00	0%	\$0.00	5%	\$60.50
25a	FAA	Construction Administration	EA	11,092.50	\$1.00	\$11,092.50	90%	\$9,983.25	0%	\$0.00	5%	\$554.63
26a	FAA	Construction Observation	EA	19,992.00	\$1.00	\$19,992.00	90%	\$17,992.80	0%	\$0.00	5%	\$999.60
27a	FAA	Construction Material Testing	EA	12,206.00	\$1.00	\$12,206.00	90%	\$10,985.40	0%	\$0.00	5%	\$610.30
<b>Total Part III Federal Funds FY24</b>						<b>\$497,777.78</b>		<b>\$448,000.00</b>		<b>\$0.00</b>		<b>\$24,888.90</b>
<b>Part IV State Funds FY24</b>												
3b	C-100-14.1	Contractor Quality Control Program (CQCP)	EA	53,336.29	\$1.00	\$53,336.29	0%	\$0.00	0%	\$0.00	75%	\$40,002.22
4b	C-102-5.1	Temporary Seeding and Mulching	AC	8.00	\$3,300.00	\$26,400.00	0%	\$0.00	0%	\$0.00	75%	\$19,800.00
5	C-102-5.2	Temporary Construction Exit	EA	1.00	\$5,158.18	\$5,158.18	0%	\$0.00	0%	\$0.00	75%	\$3,868.64
5b	C-102-5.3	Silt Fence	LF	15,370.00	\$5.50	\$84,635.00	0%	\$0.00	0%	\$0.00	75%	\$63,401.25
26	C-102-5.4	GSWCC Permit	EA	2,035.00	\$1.00	\$2,035.00	0%	\$0.00	0%	\$0.00	75%	\$1,526.25
6b	C-103-8.1	Project Survey, Stakeout, and Record Drawing	EA	27,720.00	\$1.00	\$27,720.00	0%	\$0.00	0%	\$0.00	75%	\$20,790.00

**DECATUR COUNTY INDUSTRIAL AIR PARK  
BAINBRIDGE, GEORGIA**

**EXHIBIT A**

**SUMMARY OF CONSTRUCTION ITEMS**

**GDOT PROJECT NUMBER: AP024-9081-37(087) Decatur  
PID-T008673**

**RUNWAY 14/32 REHABILITATION; REIMBURSEMENT OF FUEL FARM and FY24-26 DBE PLAN UPDATE**

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
7c	C-105-6.1	Mobilization	EA	183,377.52	\$1.00	\$183,377.52	0%	\$0.00	0%	\$0.00	75%	\$137,533.14
8b	C-107-4.1	Maintenance of Traffic and Airfield Study	EA	41,005.80	\$1.00	\$41,005.80	0%	\$0.00	0%	\$0.00	75%	\$30,754.35
9b	P-101-5.1	Remove Full Depth Pavement	SY	5,650.00	\$5.15	\$29,097.50	0%	\$0.00	0%	\$0.00	75%	\$21,823.13
10b	P-101-5.2	Remove Shoulder Pavement	SY	19,181.00	\$5.82	\$111,633.42	0%	\$0.00	0%	\$0.00	75%	\$83,725.07
11b	P-101-5.3	Pavement Milling (2")	SY	44,543.25	\$2.08	\$91,759.10	0%	\$0.00	0%	\$0.00	75%	\$68,819.33
27	P-101-5.4	Pavement Marking Removal by Waterblasting	SF	11.00	\$55.00	\$605.00	0%	\$0.00	0%	\$0.00	75%	\$453.75
12b	P-152-4.1	Unclassified Excavation	CY	2,209.00	\$12.95	\$28,606.55	0%	\$0.00	0%	\$0.00	75%	\$21,454.91
13b	P-152-4.2	Unsuitable Excavation	CY	420.00	\$40.36	\$16,951.20	0%	\$0.00	0%	\$0.00	75%	\$12,713.40
14b	P-152-4.3	Geogrid	SY	840.00	\$5.21	\$4,376.40	0%	\$0.00	0%	\$0.00	75%	\$3,282.30
15b	P-209-5.1	Crushed Aggregate Base Course (8" Depth)	CY	1,514.00	\$111.45	\$168,735.30	0%	\$0.00	0%	\$0.00	75%	\$126,551.48
16b	GDOT-400	Bituminous Surface Course	TN	14,801.00	\$181.88	\$2,695,985.88	0%	\$0.00	0%	\$0.00	75%	\$1,796,989.41
17b	P-602-5.1	Emulsified Asphalt Prime Coat	GAL	730.00	\$3.51	\$2,562.30	0%	\$0.00	0%	\$0.00	75%	\$1,921.73
18b	P-603-5.1	Emulsified Asphalt Tack Coat	GAL	2,730.00	\$4.64	\$12,667.20	0%	\$0.00	0%	\$0.00	75%	\$9,500.40
19b	P-620-5.1	Temporary Reflectorized Pavement Marking, White	SF	4,066.00	\$2.20	\$8,945.20	0%	\$0.00	0%	\$0.00	75%	\$6,708.90
20b	P-620-5.2	Permanent Reflectorized Pavement Marking, White	SF	4,066.00	\$2.20	\$8,945.20	0%	\$0.00	0%	\$0.00	75%	\$6,708.90
21b	P-620-5.3	Temporary Reflectorized Pavement Marking, Yellow	SF	2,106.00	\$2.20	\$4,633.20	0%	\$0.00	0%	\$0.00	75%	\$3,474.90
22b	P-620-5.4	Permanent Reflectorized Pavement Marking, Yellow	SF	2,106.00	\$2.20	\$4,633.20	0%	\$0.00	0%	\$0.00	75%	\$3,474.90
23b	T-901-5.1	Permanent Seeding	AC	8.00	\$3,300.00	\$26,400.00	0%	\$0.00	0%	\$0.00	75%	\$19,800.00
24b	T-908-5.1	Mulching	AC	8.00	\$1,210.00	\$9,680.00	0%	\$0.00	0%	\$0.00	75%	\$7,260.00
25b	FAA	Construction Administration	EA	54,157.50	\$1.00	\$54,157.50	0%	\$0.00	0%	\$0.00	75%	\$40,618.13
26b	FAA	Construction Observation	EA	97,608.00	\$1.00	\$97,608.00	0%	\$0.00	0%	\$0.00	75%	\$73,206.00
27b	FAA	Construction Material Testing	EA	59,594.00	\$1.00	\$59,594.00	0%	\$0.00	0%	\$0.00	75%	\$44,695.50
<b>Total Part IV State Funds FY24:</b>						<b>\$3,561,143.94</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$2,670,857.99</b>
<b>Total Project Cost:</b>						<b>\$4,225,588.38</b>		<b>\$598,000.00</b>		<b>\$0.00</b>		<b>\$2,699,075.42</b>

Federal Grant and FAIN #	Award Date	Amount	Fund Source	Activity Code
3-13-SBGp-038-2021	7/8/2021	\$8,333.32	22160	AVAP
3-13-SBGp-059-2023	8/4/2023	\$150,000.00	22184	AVNP
3-13-SBGp-071-2024	4/26/2024	\$448,000.00	22191	AVBL
STATE FY24	N/A	\$2,699,075.42	01235	AVIA
<b>Total Maximum Obligation of Federal and State Funds this Contract:</b>		<b>\$3,305,408.74</b>		

## EXHIBIT B

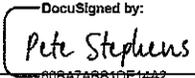
### CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of DECATUR COUNTY whose address is 203 WEST BROUGHTON STREET, BAINBRIDGE, GA 39818, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

5/14/2024  
Date

DocuSigned by:  
  
 608A7A8B1DE14A2...  
 Name: Pete Stephens Signature  
 Title: Chairman



### EXHIBIT C

### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>Contractor's Name:</b>	DECATUR COUNTY
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	T008673/AP024-9081-37(087) Decatur Runway 14/32 Rehabilitation; Reimbursement of Fuel Farm and FY24-26 DBE Plan Update at the Decatur County Industrial Air Park in Bainbridge, GA

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

67807  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

11/14/2007  
Date of Authorization

DECATUR COUNTY  
Name of Contractor

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

Pete Stephens  
Printed Name (of Authorized Officer or Agent of Contractor)

Chairman  
Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:  
Pete Stephens  
008A7AB81DE18A2  
Signature (of Authorized Officer or Agent)

5/14/2024  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 5/14/2024

DocuSigned by:  
  
4D102260CA3247A...  
Notary Public [NOTARY SEAL]

My Commission Expires: August 24, 2024

## EXHIBIT D

### CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

DocuSigned by:  
Signature: Pete Stephens  
60BA7AB51DE14A2...

Name: Pete Stephens

Position: Chairman

Company: DECATUR COUNTY

**EXHIBIT E**  
**FAA Airport Sponsor Assurances**

FAA Airport Sponsor Assurances shall begin on the following pages.



**FAA  
Airports**

## **ASSURANCES AIRPORT SPONSORS**

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### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

### **B. Duration and Applicability.**

#### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

#### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

#### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

***FOOTNOTES TO ASSURANCE (C)(1)***

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<sup>1</sup>These laws do not apply to airport planning sponsors.

<sup>2</sup>These laws do not apply to private sponsors.

<sup>3</sup>2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup>Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup>Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

**26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
DECATUR COUNTY	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Pete"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Stephens"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Chairman"/>	
* SIGNATURE: <input type="text" value="Pete Stephens"/> <small>60BA7ABB1DE14A2...</small>	* DATE: <input type="text" value="5/14/2024"/>

**ATTACHMENT 1**

Department of Transportation  
State of Georgia

MAY 1, 2024

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T008673/AP024-9081-37(087) DECATUR  
RUNWAY 14/32 REHABILITATION; REIMBURSEMENT OF FUEL FARM AND FY24-26 DBE PLAN UPDATE  
AT THE DECATUR COUNTY INDUSTRIAL AIR PARK IN BAINBRIDGE, GA

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S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
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108-1-01-SP	Prosecution and Progress
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109-1-01-SP	Measurement and Payment
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*First Use Date 2021 Specifications: April 16, 2021*

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
SPECIAL PROVISION**

**Section 108—Prosecution and Progress**

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*Retain Subsection 108.03 except as modified below:*

**For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.**

*First Use Date 2021 Specifications: April 16, 2021*

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Section 109—Measurement & Payment**

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**Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:**

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

## ATTACHMENT 2 SPECIAL CONDITIONS

**Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

**Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the State or the FAA, as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

**Environmental.** The environmental approvals for this project were issued on November 30, 2020, and September 28, 2022.

**Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

**State Highway Specifications.** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek Airport Improvement Program (AIP), Airport Infrastructure Grant (AIG), or supplemental appropriation grant funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons per 49 U.S.C §§ 47105(c) or 47114(d)(5).

**Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that Airport Improvement Program (AIP), Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

**Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the State/FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees not to seek AIP discretionary grant funds for the airside needs of the Airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by a project funded under this Grant Agreement must be used for the operation and maintenance of the Airport in accordance with the Airport Sponsors Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

**Fueling System - Use and Operation Requirements.** A project funded under this Grant Agreement includes the installation of a new aviation fueling system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport at which the system is installed in accordance with the Grant

Assurances, specifically Grant Assurances 24 and 25, codified at 49 U.S.C. § 47107(a)(13) and §§ 47107(b) and 47133, respectively and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended). The fueling system established under this Grant Agreement, will be operated solely by the Sponsor and the Sponsor's employees. The State will require that the Sponsor is further obligated to operate and maintain the fueling system for the 20-year grant expected useful life, including meeting all local, state, and Federal regulations related to the fueling system.



3200 Palmyra Road, Albany, GA 31707  
P: 229.883.3232 • F: 229.883.2962  
OXFORDCONSTRUCTION.COM

April 22, 2024

Decatur County Public Works Department  
1201 Airport Road  
Bainbridge, Georgia 39817

Attn: Mr. Dennis Medley  
Public Works Director

RE: Widening Country Club Road  
SR 97 to SR 309  
Decatur County, Georgia

Dear Mr. Medley:

Oxford Construction Company submits herewith our PROPOSAL for providing labor and equipment for two (2) foot asphalt widening on Country Club Road in Decatur County, Georgia. A breakdown of this work is as follows:

DESCRIPTION

1. Provide Wirtgen W2000 Milling Machine with 2-foot Widening Head, Including All Necessary Operations and Ground Men.
2. Provide Weiler Road Widening Machine to Place 2-foot 19 mm Asphalt Widening, Including All Necessary Operations and Ground Men.

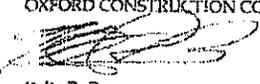
TOTAL ESTIMATED COST 1,183 TN @ \$30.92/TN \$36,578.36

Notes/Conditions:

1. All work to be performed in 1 mobilization
2. Decatur County to provide all Traffic Control
3. Decatur County to provide all trucking (Removal & Replacement)
4. Decatur County to provide HMA  
(Purchased from Oxford Construction Company, AP#2 Asphalt Plant)
5. Decatur County to provide motor grader, broom and compactors, along with all operators
6. This proposal is based on Oxford providing the milling machine and road widener and necessary operators only.
7. Sawcut & removal of concrete driveways by Decatur County

We appreciate the opportunity to provide you this proposal. Feel free to call in the event you have questions or desire additional information.

Regards,  
OXFORD CONSTRUCTION COMPANY



Kalin R. Peavy  
Vice President



## CONTRACT

This contract (the "Contract") made and entered into this 14<sup>th</sup> day of May, 2024 by and between SOUTHERN SOFTWARE, INC., a North Carolina Based Corporation with its principal place of business at 150 Perry Drive, Southern Pines, North Carolina 28387 (the "Seller"), and **Decatur County Sheriff's Office**, 812 Spring Creek Road, Bainbridge, GA 39817 (the "Buyer").

### WITNESSETH

WHEREAS, the Seller is in the business of producing computer software and providing the hardware and installation incident to the use of such software;

AND WHEREAS, the Buyer has contracted to buy and the Seller has agreed to sell software licenses together with the hardware and installation hereinafter described.

NOW THEREFORE, in consideration of the terms and conditions hereinafter provided the parties hereto, intending to be legally bound, agree as follows:

- 1. DESCRIPTION OF GOODS AND SERVICES.** The Buyer has contracted to purchase from the Seller and the Seller has agreed to sell, and does hereby sell to the Buyer a non-exclusive, perpetual license, with installation, for the computer software more particularly described in Schedule 1 attached hereto and herein incorporated by reference
- 2. PURCHASE PRICE.** The purchase price of the computer software licenses, hardware (if any) and related installation being acquired as described in Section 1 above is attached hereto on Schedule 2. Terms of payment are set forth on Schedule 6 also attached hereto. Schedule 2 and Schedule 6 are herein incorporated by reference.
- 3. INSTALLATION.** The commencement and completion date for the installation of the software licenses, hardware and related installation described in Section 1 above is more particularly described on Schedule 3 attached hereto and herein incorporated by reference.
- 4. WARRANTIES.** The warranties being provided to Buyer by Seller or by third parties through the Seller regarding the software, hardware and related installation are more particularly described on Schedule 4 attached hereto and herein incorporated by reference. Buyer acknowledges that except for the warranties set forth on Schedule 4, the Seller makes no warranties expressed or implied regarding the computer hardware or software described herein as same relates to its fitness for the intended uses or for the intended service. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT (INCLUDING, BUT NOT LIMITED TO THE INDEMNITIES SET FORTH IN THIS CONTRACT), Seller's liability to Buyer or any party claiming damages or losses through Buyer, to the extent that Seller shall be liable to Buyer for damages or losses pursuant to this Contract, such damages or losses shall be limited to the amount of general liability insurance maintained by seller or required to be maintained by seller under this agreement. Seller agrees to maintain general liability insurance with limits of not less than \$1,000,000.00 and to take action to

notify buyer of change in said coverage and to provide proof of said coverage upon renewal of each policy term.

- 5. TRAINING SESSIONS.** The Seller's obligation, if any, to provide training to the Buyer's designated personnel and the times for such training sessions, if any, are set forth on Schedule 5 attached hereto and herein incorporated by reference.
- 6. SUPPORT.** Attached hereto and made a part hereof is Schedule 7, Commencement of Support (please review support agreements for information regarding support coverage)
- 7. FORCE MAJEURE.** The Seller shall not be required to perform any term, condition or covenant of this Contract so long as such performance is delayed or prevented by force majeure, which shall mean act of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot or floods.
- 8. CAPTIONS.** The underscored captions to the sections contained in this Contract are in no way to be used in construing, interpreting, expanding or limiting any provisions contained herein.
- 9. NOTICES AND ADDRESSES.** Any notice, approval or other communication required or permitted hereunder shall be in writing and (1) delivered personally with receipt acknowledged, or (2) sent by certified mail or overnight delivery, return receipt requested, postage prepaid and addressed as shown below.

All notices personally delivered shall be deemed delivered on the date of delivery. All notices forwarded by mail or overnight delivery shall be deemed received on a date seven (7) days (excluding Sundays and holidays) immediately following the date of deposit in the U.S. Mail or delivery to the overnight courier with receipt acknowledged provided, however, the return receipt, indicating the date upon which all notices were received, shall be prima facie evidence that such notices were received on the date on the return receipt.

If to Seller: Southern Software, Inc  
150 Perry Drive  
Southern Pines, NC 28387

If to Buyer: Decatur County Sheriff's Office  
Attn: Chief Deputy Wendell Cofer  
812 Spring Creek Road  
Bainbridge, GA 39817

E-mail: [wcofer@decaturso.com](mailto:wcofer@decaturso.com)  
Phone: (229) 248-3044  
Cell: (229) 400-8002

The addresses may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and the last addressee given shall be deemed to continue in effect for all purposes.

**10. MISCELLANEOUS.** Words of gender or singular/plural shall be construed to fit the context. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Contract shall be construed under and in accordance with the laws of the State of Georgia. In case any one or more of the provisions contained in this Contract shall be held to be illegal, such illegality shall not affect any other provisions thereof and this Contract shall be construed as if such illegal provision had never been contained herein. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral contracts between the parties regarding the subject matter. This Contract may not be amended except in writing executed by all parties.

**11. THIRD PARTY ACQUISITION OF SOFTWARE.** The Seller shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Seller further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition.

**12. LIMITATION OF LIABILITY.** Buyer agrees and acknowledges that, under no circumstances, shall Seller or its subcontractors be liable for (a) third party claims against Buyer for damages, (b) special, punitive, indirect, lost profits or savings, lost or corrupted data or software, incidental or consequential damages of any type including, but not limited to, products or systems being unavailable for use, whether direct, indirect or otherwise, arising out of or in connection with this Agreement, the Licensed Products, the Purchased Hardware or the Technical Supported Service or arising out of the results or operation of any system resulting from implementation of any recommended plan or design, even if Seller or its subcontractors have been advised of the possibility of the damage and even if Buyer asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. Further, under no circumstances, will Seller be liable to Buyer for any amount in excess of the amount of general liability insurance maintained by seller or required to be maintained by seller under this agreement. This limitation of liability applies to all types of legal theories including, but not limited to, contract, tort (including negligence), professional liability, product liability, and warranty.

**13. INDEMNIFICATION.** Seller shall indemnify, defend and hold Buyer harmless from and against all damages and costs finally awarded for any infringement of a valid United States patent, trademark, trade secret, copyright or other intellectual property right of a third party in any suit based upon the proper use by Buyer of the System under the license by Seller granted hereunder. In such event, Buyer shall promptly notify Seller of any alleged infringement of which Buyer becomes aware and shall provide to Seller reasonable assistance in the defense of such any alleged infringement.

In the event of an infringement claim against Buyer with respect to the System or in the event Seller believes such claim is likely, Seller shall have the option at its expense to (i) modify or replace the System so that it is non-infringing or (ii) obtain for Buyer a right to continue accessing the System at no additional cost to Buyer. If neither of the foregoing alternatives is commercially practicable, Seller shall have the right to require the Buyer to return the System and any portions thereof that are the subject of the alleged infringement

and the license granted to Buyer shall terminate with no continuing obligation or liability of Seller except that Buyer shall be entitled to a prompt refund of any fees paid to Seller for any such System or parts thereof including hardware and software licenses.

IN WITNESS WHEREOF, the parties have executed this contract in their appropriate capacities the day and year first above written.

(COMPANY SEAL)

SOUTHERN SOFTWARE, INC

By: *John Roscoe*  
CEO

ATTEST:

*John Roscoe*  
President

NORTH CAROLINA  
MOORE COUNTY

I, a Notary Public of the County and State aforesaid, certify that John Roscoe, personally came before me this day and acknowledged that he is President of **SOUTHERN SOFTWARE**, a North Carolina, Based Corporation and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name and sealed with its company seal by its CEO and attested by John Roscoe as its President.

Witness my hand and official stamp or seal, this 30<sup>th</sup> day of May, 2024

*Janet E Benson*  
Notary Public  
Janet E Benson



Board of Commissioners  
**DECATUR COUNTY SHERIFF'S OFFICE**

By: Pete Stephens

Title: Chairman

GEORGIA

Decatur COUNTY

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2024, by Pete Stephens, as Chairman, on behalf of the County.

Michelle B. West  
Notary Public

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



## SCHEDULE 1 DESCRIPTION OF GOODS AND SERVICES

- Records Management System (RMS) 1
  - Incident/Investigation
  - Arrest
  - Citation
  - Case Management
  - Accident
  - Evidence/Stored Property
  - Ordinance
  - Criminal Papers (Warrants)
  - Civil Papers
  - Officer Activity Log
  - Victim Assistance
- RMS additional Licenses (Concurrent) 14
- RMS Dashboard Analytics 1
- RMS Barcoding Equipment 1
- Signature Pad (Topaz Signature Gem 1x5) 2
- Data Sharing Network 1
- RMS Data Conversion 1

*To convert data from one vendor to another has inherent limitations. Data fields may not always match or be in compatible formats, Data may or may not be readable or in a format that can be read (i.e. compressed or encrypted). It is our standard procedure to deliver a complete conversion when attempting this task. We will explore all ways in attempting this conversion, however we cannot guarantee a 100% conversion.*

<b>***RMS Data to be converted (if available in data provided):</b>		
Master Name	Evidence/Stored Property	Sex Offender
Accident	Incident	Warning Tickets
Civil papers	Ordinance	Warrants
Citation	Pawn	Gun/Property Registration
Criminal Papers	Property	User Information (Permissions cannot be converted)
Employee Information	Arrest (including Mugshots if available)	
IBR/UCR Statutes – Can be manually entered or imported/converted from old data		
NOTE: Other modules/additional fields will need to be evaluated by Southern Software for conversion compatibility and may require an updated proposal		

- Jail Management System (JMS) 1
  - Inmate Booking
  - Inmate Management
  - Commissary Management
  - Reports
- JMS additional Licenses (Concurrent) 7
  - JMS client application
- JMS Dashboard Analytics 1
- Biometric Scanning Software 1

- Biometric Scanners (Two-Print) 2
- Signature Pad (Topaz Signature Gem 1x5) 2
- JMS Interfaces (One-Way Interfaces Assuming Use of Current Interface):
  - ICS Solutions Phone Interface
  - Legacy Commissary Interface
  - Eagle Advantage Livescan Interface
  - Sapphire Medical Interface

- JMS Data Conversion 1  
*To convert data from one vendor to another has inherent limitations. Data fields may not always match or be in compatible formats, Data may or may not be readable or in a format that can be read (i.e. compressed or encrypted). It is our standard procedure to deliver a complete conversion when attempting this task. We will explore all ways in attempting this conversion, however we cannot guarantee a 100% conversion.*

<b>** JMS Data to be converted (if available in data provided):</b>	
Master Name	Commissary
Inmate History	Mugshots
IBR/UCR Statutes – Can be manually entered or imported/converted from old data	
User Information (Permissions cannot be converted)	
NOTE: Other modules/additional fields will need to be evaluated by Southern Software for conversion compatibility and may require an updated proposal	

- Project management and Training
  - Installation of Software (and Listed Hardware if applicable)
  - Manage all aspects of project
  - Administrative training sessions for all applications
  - User training
  - Onsite management at go live
- Support, Maintenance & Subscriptions 2 Years
  - RMS Support 8:30-5, M- F
  - RMS Dashboard Analytics Support 8:30-5, M- F
  - JMS Support 8:30-5, M- F
  - JMS Dashboard Analytics Support 8:30-5, M- F
  - Biometric Scanning Software Support 8:30-5, M- F
- Yearly Subscriptions 2 Years
  - RMS Citizen Connect Annual Subscriptions (Web)
  - JMS Citizen Connect Annual Subscriptions (Web)

**SCHEDULE 2  
PURCHASE PRICE**

<b>RECORDS MANAGEMENT SYSTEM (RMS) FOR SHERIFF'S OFFICES</b>		<b>Qty</b>
<b>RMS Base - Includes one License</b>	SHERIFF RECORDS MANAGEMENT SOFTWARE INCLUDES: INCIDENT, ARREST AND CITATION REPORTING IN ACCORDANCE WITH STATE SPECIFICATIONS.	1
<b>RMS Additional Licenses</b>	ADDITIONAL RMS LICENSE(S) (CONCURRENT LICENSING - FOR WORKSTATIONS OR LAPTOPS ON NETWORK EITHER HARDWIRED OR THROUGH VPN CONNECTION)	14
<b>RMS Dashboard Analytics</b>	RMS DASHBOARD ANALYTICS	1
<b>Bar Coding Equipment</b>	BARCODE PRINTER, LASER SCANNER, CASE OF BAR CODE LABELS, CASE OF BARCODE THERMAL TRANSFER RIBBON, PRINTER CABLE.	1
<b>Signature Pad</b>	TOPAZ SIGNATURE GEM 1X5	2
<b>Data Sharing Network</b>	DATA SHARING NETWORK (WEB BASED)	FREE

<b>JAIL MANAGEMENT SYSTEM (JMS)</b>		<b>Qty</b>
<b>JMS Base - Includes one License</b>	JAIL MANAGEMENT SOFTWARE - INCLUDES INMATE BOOKING, INMATE MANAGEMENT, COMMISSARY MANAGEMENT, INMATE REPORTS, AND JAIL REPORTS	1
<b>JMS Additional Licenses</b>	ADDITIONAL JMS LICENSE(S) (CONCURRENT LICENSING)	7
<b>JMS Dashboard Analytics</b>	JMS DASHBOARD ANALYTICS	1
<b>Biometric Scanning Software</b>	BIOMETRIC SCANNING SOFTWARE	1
<b>Biometric Scanners</b>	BIOMETRIC FINGERPRINT SCANNERS (TWO PRINT)	2
<b>Signature Pad</b>	TOPAZ SIGNATURE GEM 1X5	2
<b>* JMS Interface</b>	ICS SOLUTIONS PHONE INTERFACE	1
<b>* JMS Interface</b>	LEGACY COMMISSARY INTERFACE	1
<b>* JMS Interface</b>	EAGLE ADVANTAGE LIVESCAN INTERFACE	1
<b>* JMS Interface</b>	SAPPHIRE MEDICAL INTERFACE	1

\* One-Way Interface from JMS. Assumes use of current interface.

**Total Software: \$64,615.00**

<b>DATA CONVERSIONS</b>		<b>Qty</b>	
<b>RMS Data Conversion</b>	RMS DATA CONVERSION. PLEASE SEE NOTES BELOW.	1	\$16,500.00
<b>JMS Data Conversion</b>	JMS DATA CONVERSION. PLEASE SEE NOTES BELOW.	1	\$12,500.00
<b>Total Conversions:</b>			<b>\$29,000.00</b>

<b>PROJECT MANAGEMENT</b>	
<b>Project Management Fee</b>	INSTALLATION, TRAINING AND A PROJECT MANAGER.
TRAINING INCLUDES 1 SESSION OF SETUP & MAINTENANCE TRAINING EACH FOR RMS AND JMS (UP TO 5 PEOPLE), 4 SESSIONS OF USER TRAINING FOR RMS (UP TO 10 PEOPLE PER SESSION) AND 2 SESSIONS OF USER TRAINING FOR JMS (UP TO 10 PEOPLE PER SESSION). IF ADDITIONAL SESSIONS OF TRAINING ARE REQUIRED PLEASE REQUEST AN UPDATED PROPOSAL.	
<b>Total Project Management: \$31,537.00</b>	

## YEARLY SUPPORT

<b>RMS Support</b>	24/7 RMS ANNUAL SUPPORT FEE COVERS TELEPHONE AND MODEM SUPPORT. THIS INCLUDES REGULAR PROGRAM UPDATES.	2 YEARS
<b>Additional Licenses</b>	SUPPORT FOR ADDITIONAL RMS LICENSE(S)	2 YEARS
<b>RMS Dashboard Analytics</b>	8:30-5, M-F SUPPORT FOR RMS DASHBOARD ANALYTICS	2 YEARS
<b>JMS Support</b>	24/7 JMS ANNUAL SUPPORT FEE COVERS TELEPHONE AND MODEM SUPPORT. THIS INCLUDES REGULAR PROGRAM UPDATES	2 YEARS
<b>Additional Licenses</b>	SUPPORT FOR ADDITIONAL JMS LICENSE(S)	2 YEARS
<b>Biometric Scanning Software Support</b>	8:30-5, M-F SUPPORT FOR BIOMETRIC SCANNING SOFTWARE	2 YEARS
<b>JMS Dashboard Analytics</b>	8:30-5, M-F SUPPORT FOR JMS DASHBOARD ANALYTICS	2 YEARS
		<b>Total Support: \$30,400.00</b>

## YEARLY SUBSCRIPTIONS

<b>RMS Citizen Connect Annual Subscription (Web Version)</b>	2 YEARS
<b>JMS Citizen Connect Annual Subscription (Web Version)</b>	2 YEARS
<b>Total Subscriptions: \$10,700.00</b>	

## TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED) **\$166,252.00**

**NOTE: MICROSOFT® SQL SERVER 2012 OR HIGHER IS REQUIRED (2019 PREFERRED).**

*To convert data from one vendor to another has inherent limitations. Data fields may not always match or be in compatible formats, Data may or may not be readable or in a format that can be read (i.e. compressed or encrypted). It is our standard procedure to deliver a complete conversion when attempting this task. We will explore all ways in attempting this conversion, however we cannot guarantee a 100% conversion.*

**\*\*\*RMS Data to be converted (if available in data provided):**

Master Name	Evidence/Stored Property	Sex Offender
Accident	Incident	Warning Tickets
Civil papers	Ordinance	Warrants
Citation	Pawn	Gun/Property Registration
Criminal Papers	Property	User Information (Permissions cannot be converted)
Employee Information	Arrest (including Mugshots if available)	

IBR/UCR Statutes – Can be manually entered or imported/converted from old data

NOTE: Other modules/additional fields will need to be evaluated by Southern Software for conversion compatibility and may require an updated proposal

**\*\* JMS Data to be converted (if available in data provided):**

Master Name	Commissary
Inmate History	Mugshots

IBR/UCR Statutes – Can be manually entered or imported/converted from old data  
User Information (Permissions cannot be converted)

NOTE: Other modules/additional fields will need to be evaluated by Southern Software for conversion compatibility and may require an updated proposal

**Southern Software's RMS and JMS includes (30) days of free support, including all updates.**

**Management fees include training, installation, and project management.**

**Southern Software will install its software products only on computer configurations compatible with these products. Hardware specifications are available upon request.**

**SCHEDULE 3**  
**SCHEDULE OF INSTALLATION/TERMS AND CONDITIONS**

- On-site project kickoff meeting will be scheduled upon receipt of initial payment.
- Installation dates will be set during the on-site project kickoff meeting. (Installation to commence on or about when both parties mutually agree on a date.)

**Southern Software Responsibilities:**

1. Load, configure and test all products on the appropriate machines
2. Train appropriate administrative staff in the entry of agency specific information and codes necessary to begin implementation of all software products
3. Provide qualified training personnel for applicable software

## **SCHEDULE 4 WARRANTIES**

Southern Software warrants all software products delivered and installed to function as demonstrated and publicized in Schedule 1, Description of Goods and Services, attached hereto. Southern Software warrants the system free of defects in materials and workmanship for a period of 1-year commencing on the date of acceptance or the date the system is put into operation. Southern Software only warrants the product written by Southern Software, Inc.

Platforms on which RMS, JMS and associated programs are written and warranted by their respective manufacturers and thereby any manufacturer's "Standard Commercial Warranty" shall apply. Southern Software does not warranty that the operation of a product will be uninterrupted or error free or that each defect in a product program be corrected, unless it affects the operation or proper functioning of the system.

This warranty is voided if customer alters or misuses product in any way or in any way modifies the original software provided. Customer understands and acknowledges that the RMS and JMS associated products are mission critical, networked systems and are to be operated on exclusive network without any other customer installed applications. Any malfunction caused by customer-loaded applications within this network shall be the responsibility of the customer.

Operation and functionality, delivery and installation on all described software products in Schedule 1, Description of Goods and Services, attached hereto is dependent solely upon information and specifications furnished to Southern Software by customer. Any exceptions or modifications to this information may affect the terms and conditions of this Contract.

## **SCHEDULE 5 TRAINING SESSIONS**

Dates for training to be determined.

- For a more effective training session, we recommend that the training site have a classroom with computers available. For example, a community college computer lab or university. The site is to be agreed upon before training begins. The success of this project depends on how well this phase of the contract is implemented. Every effort should be made to locate an adequate training site.

\* Southern Software may supply training computers if necessary. Please inquire with Project Manager.

**SCHEDULE 6  
PAYMENT SCHEDULE**

All payments assume net 30 from invoice date.

50% DUE UPON SIGNING OF CONTRACT (*NOTE: NO PROJECT MANAGEMENT INCLUDING SCHEDULING OF THIS PROJECT WILL BEGIN UNTIL THIS PAYMENT IS RECEIVED*) = \$ 83,126.00

50% DUE ONE YEAR AFTER SIGNING= \$ 83,126.00

**SCHEDULE 7  
COMMENCEMENT OF SUPPORT**

- Support period will begin after the Go Live.
- Support renews automatically on an annual basis unless cancelled. A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.
- If Support is cancelled and no request to renew is received for 5 years, there may be a cost for repurchase of software.
- The anniversary date for payment of the support fees will be one month from date of Go Live. Support fees are billed and due at the beginning of the support period.
- Annual Support Agreements are provided to our customers each December for budget planning purposes for the upcoming fiscal year (this will be a minimum of 6 months prior to the next support billing cycle).
- Copies of Support Agreements are attached.

**SUPPORT FEES**

Support	Type	Qty	Each	Total
RMS & Rambler	8:30-5 M-F	2	\$8,650.00	\$17,300.00
		Years		
RMS Dashboard Analytics	8:30-5 M-F	2	\$250.00	\$500.00
		Years		
JMS	8:30-5 M-F	2	\$5,450.00	\$10,900.00
		Years		
JMS Dashboard Analytics	8:30-5 M-F	2	\$250.00	\$500.00
		Years		
Biometric Scanning	8:30-5 M-F	2	\$600.00	\$1,200.00
		Years		
<b>TOTAL SUPPORT (INCLUDED IN THIS CONTRACT):</b>				<b>\$30,400.00</b>

**ANNUAL SUBSCRIPTIONS**

Subscriptions	Type	Qty	Each	Total
RMS Citizen Connect (Web)	8:30-5: M-F	2	\$3,500.00	\$7,000.00
		Years		
JMS Citizen Connect (Web)	8:30-5: M-F	2	\$1,850.00	\$3,700.00
		Years		
<b>TOTAL SUBSCRIPTIONS (INCLUDED IN THIS CONTRACT):</b>				<b>\$10,700.00</b>

**TOTAL SUPPORT AND SUBSCRIPTIONS (INCLUDED IN THIS CONTRACT) \$ 41,100.00**

# **SOUTHERN SOFTWARE'S ANNUAL SOFTWARE SUPPORT AGREEMENT 8:30 a.m., EST to 5:00 p.m., EST**

This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

## **Problem Resolution**

Southern Software will provide customer software support for mission critical operation of **Items Listed Below** from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response then a technician will be scheduled for an on site visit. There is no cost to the customer for the on site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

## **Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

## **Third Party**

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

## **System Administrator**

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

## **Data Backup Statement**

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

## **Virus Statement**

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses. **Southern Software will charge a fee for virus recovery assistance.**

## **Items not covered under this annual support agreement -**

- Installation and setup of new equipment.
- Transferring of data.
- Moving equipment from one site to another.
- On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.
- Virus damage/recovery repair work.
- Recovery/repair work related to natural disasters such as lightning, floods, etc..
- Replacement of equipment that is out of warranty.
- Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere™, etc. or cost of updates to operating systems.
- Data Conversions.
- On-site Training.
- Interfaces with third party products.
- Data loss due to drive crashes, machine failures, etc.

## **Benefits**

- The Software Support Agreement only covers software developed by Southern Software.
- Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST
- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference

- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.

### **System Access/Customer Responsibility**

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network.

**This Annual Software Support Agreement provides coverage beginning thirty days after the "go live" date. Support coverage is free during the first thirty days beginning on the "go live" date.**

### **Important- Support Renewal Clause**

*A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.*

**This Annual Software Support Agreement provides coverage beginning thirty days after the "go live" date. Support coverage is free during the first thirty days beginning on the "go live" date.**

Support	Type	Qty	Each	Total
RMS & Rambler	8:30-5 M-F	2 Years	\$8,650.00	\$17,300.00
RMS Dashboard Analytics	8:30-5 M-F	2 Years	\$250.00	\$500.00
JMS	8:30-5 M-F	2 Years	\$5,450.00	\$10,900.00
JMS Dashboard Analytics	8:30-5 M-F	2 Years	\$250.00	\$500.00
Biometric Scanning	8:30-5 M-F	2 Years	\$600.00	\$1,200.00

### **INCLUDED IN THIS CONTRACT**

DECATUR COUNTY SHERIFF'S OFFICE, GA

Name of Department

Subscriptions	Type	Qty	Each	Total
RMS Citizen Connect (Web)	8:30-5: M-F	2 Years	\$3,500.00	\$7,000.00
JMS Citizen Connect (Web)	8:30-5: M-F	2 Years	\$1,850.00	\$3,700.00

### **INCLUDED IN THIS CONTRACT**

## Southern Software's Data Sharing Network Security Addendum

I hereby agree and acknowledge that:

Any information transmitted or received ("Criminal History") via Southern Software's Data Sharing Network (a) is confidential and for official use only by authorized personnel and (b) shall be used solely for the purpose(s) for which it was requested and shall not be reproduced for secondary dissemination to any other entity or agency;

Data Sharing Network is to be used for authorized law enforcement and criminal justice purposes only;

All Data Sharing Network users are, as agency head, under my direct management control and are subject to all applicable laws and regulations regarding dissemination of Criminal History;

Criminal History, by its very nature, is sensitive and has potential for great harm if misused;

Access to Criminal History via Data Sharing Network is therefore limited to the stated purpose(s) for which the government agency in which I serve entered into the contract incorporating this Security Addendum;

Misuse of Data Sharing Network—by, among other things, accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received therefrom for a purpose other than that anticipated by the contract incorporating this Security Addendum—may subject me to administrative, employment, civil, and criminal penalties;

Accessing Data Sharing Network for an appropriate purpose and then using, disseminating or re-disseminating Criminal History for unauthorized purpose(s) also constitutes misuse that may subject me to administrative, employment, civil, and criminal penalties; and

~~Decatur County Sheriff's Office, GA ("Agency")~~  
~~Board of Commissioners~~



~~Signature of Law Enforcement Agency Head~~ Chairman

5-14-2024

Date

Decatur County, Chairman

Organization and Title

## Data Sharing Network Field Exclusions

The following fields are listed for your **exclusion** from the Data Sharing Network. Please be aware that this is not a complete list of all fields that are shared but rather a list of fields that are questionable. The vast majority of participants chose to exclude nothing. Any field that you circle below will **NOT** be visible to any users on the system searching your data. Please circle any field you do **NOT** want to display to other agencies.

### Incident Details

<u>Offender</u>	<u>Victim</u>	<u>Others Involved</u>	<u>Officer</u>	<u>Misc.</u>
Home Address	Home Address	Home Address	Rank	Narrative (Notes)
Home Phone #	Home Phone #	Home Phone #	Division	

### Name Details

<u>Employment</u>	<u>Residence</u>	<u>Person</u>
Employer Address	Home Address	Drivers License #
Employer Phone #	Home Phone #	

### Arrest Details

<u>Arrestee</u>	<u>Offense</u>	<u>Misc.</u>
Home Address	Trial Date	Narrative (Notes)
Home Phone #		
Date of Birth		
Drivers License #		

### Pawn Details

<u>Person</u>	<u>Misc.</u>
Home Address	Notes
Date of Birth	
Drivers License #	

Date of Birth	Date of Birth	Date of Birth	Email	
Drivers License #			Cell	
			Pager	

### Citation Details

<u>Person</u>	<u>Vehicle</u>	<u>Misc.</u>
Home Address	VIN	Narrative (Notes)
Date of Birth	License Plate #	
Drivers License #		

### Vehicle Details

<u>Vehicle</u>	<u>Owner</u>
VIN	Home Address
License Plate #	Date of Birth

### Criminal Paper Details

<u>Offender</u>	<u>Misc.</u>
Home Address	Notes
Home Phone	
Date of Birth	



**SOUTHERN SOFTWARE, INC.**  
an employee-owned company

Agency: Deeatur County S.O.  
 # Full-time sworn officers: 32  
 Name: Warden Coker  
 Title: Mayor  
 Signed: [Signature]  
 Date: 5/16/24

## **GIS Data Remediation Project Agreement**

---

This Agreement is made by and between Decatur-Grady 911 ("Customer") organized under the laws of the state of Georgia and **Geo-Comm, Inc.** ("GeoComm") a Minnesota corporation with its principal offices at 1100 West St. Germain Street, Suite 300, St. Cloud, MN, 56301.

GeoComm's certified staff of Emergency Number Professionals (ENPs), GIS Professionals (GISPs), and Project Management Professionals (PMPs) have a proven track record of delivering on GeoComm's services and solution implementation projects in 49 states nationwide and is willing to provide services to the Customer.

The parties agree to the following:

### **Section 1 – Scope of Work**

Upon execution of Agreement, GeoComm will provide solutions and services as described in the exhibits.

### **Section 2 – Pricing and Payment Terms**

The Customer will pay GeoComm \$113,224.25 plus applicable sales taxes\* as further described in Exhibit A - Pricing.

Customer agrees to pay GeoComm on the following payment schedule:

- \$56,612.13 Invoiced net 30 upon contract signing
- \$56,612.12 Invoiced net 30 upon delivery of final GIS data layers delivery

*Per the terms of the HGACBuy contract, Customer is required to provide Purchase Order with executed agreement.*

*\*If entity is tax exempt please email tax exemption certificate to [dhaus@geocomm.com](mailto:dhaus@geocomm.com).*

### **Section 3 – Standards of Work**

GeoComm agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to employ the care and skill ordinarily used by members of GeoComm's profession.

### **Section 4 – Changes in the Work**

The Customer may, at any time by written order, make changes within the general scope of the work including but not limited to, revisions of, additions to, or subtractions from, or portions of the work. If any change order causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an Amendment/Addendum will be done and signed by both parties.

### **Section 5 – Excusable Delays**

Neither GeoComm nor the Customer shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties.

### **Section 6 – Disclaimer of Warranties and Limitation of Liability**

To the fullest extent permitted by applicable law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of GeoComm and GeoComm's officers, directors, partners, employees and consultants, and any of them, to the Customer and anyone claiming by or through the Customer, for any and all claims, losses, costs or damages, including attorneys' fees and costs of any nature whatsoever or expenses resulting from or in any way related to this Agreement, including the solutions and services delivered by GeoComm hereunder or the use thereof by Customer, shall not exceed the total compensation received by GeoComm in fees under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by applicable law.

Except as specifically represented herein, the goods and services provided by GeoComm pursuant to this agreement are "AS" IS" AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AND GEOCOMM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. GEOCOMM DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN CONTENT; ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE.

#### **Section 7 – Disclaimer of Patent License**

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppels or otherwise, any license under any patents or patent applications of GeoComm. Except, the Customer shall have the normal non-exclusive royalty-free license to use that is implied or otherwise arises by operation of law in the sale of a software license.

#### **Section 8 – Software User Terms of Use**

"GeoComm Software Authorized Users Terms of Use" found at [www.geocomm.com/legal](http://www.geocomm.com/legal) applies to this Agreement.

#### **Section 9 – Termination**

Either party, upon thirty (30) days written notice to the other party, may terminate an Agreement for violation of the terms and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid. If statutory funding is cancelled, the Customer may terminate agreement and shall only be liable for services provided prior to termination.

#### **Section 10 – Relationship of Parties**

The parties understand that GeoComm is an independent contractor and not an employee of the Customer. The Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of GeoComm as a function of this agreement.

#### **Section 11 – Insurance**

GeoComm has comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. Minimum limits for GeoComm liability insurance shall be in the amount of \$2,000,000 for any number of claims arising out a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy.

GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement that are in any way a result of the negligence of GeoComm or its employees or agents

#### **Section 12 – Data Confidentiality**

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of seven (7) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hardcopy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this Agreement, without the express permission of the Customer.

### **Section 13 – Records Retention and Availability**

GeoComm agrees that the Customer, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GeoComm and involve transactions relating to this Agreement. GeoComm agrees to maintain these records for a period of seven (7) years from the date of termination of this Agreement.

### **Section 14 – Notices**

All notices under this agreement shall be mailed to the physical address listed below.

#### **Decatur-Grady 911**

Tonya Griffin, Director  
309 Airport Rd  
Bainbridge, GA 39818  
Phone: (229) 248-3860  
Email: [tdgriffin@decaturgradye911.com](mailto:tdgriffin@decaturgradye911.com)

#### **GeoComm**

Brian Jacobson, Chief Financial Officer  
1100 West St. Germain Street, Suite 300  
St. Cloud, MN 56301  
Phone: (320) 240-0040  
E-mail: [bjacobson@geocomm.com](mailto:bjacobson@geocomm.com)

### **Section 15 – Entire Agreement**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

### **Section 16 – Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **Section 17 – Laws to be Observed**

GeoComm will, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, state and local laws, ordinances, rules, regulations and orders applicable to GeoComm's personnel and performance of this Agreement. GeoComm has an Affirmative Action Plan in place to ensure nondiscrimination and fair hiring practices.

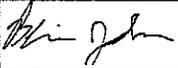
### **Section 18 - Applicable Law**

If there is any dispute concerning this Agreement, the laws of the Customer's state will rule if required by customer's funding or legal policy, otherwise the State of Minnesota laws will apply.

### **Section 19- Subcontractors**

GeoComm reserves the right to engage subcontractors for the fulfillment of services outlined in this agreement, provided the subcontractors meet the standards and qualifications agreed upon by both parties. GeoComm shall remain fully responsible for the performance and deliverables of any subcontractors engaged under this agreement.

**Section 20 – Authorization of Both Parties**

GeoComm	
Signature	
Print Name	Brian Jacobson
Date	May 15, 2024

Customer	
Signature	
Print Name	Tonya Affin
Purchase Order # (Required for Invoicing)	EC-219
Date	5-15-24

## **GIS Data Remediation Project Agreement**

---

This Agreement is made by and between Decatur-Grady 911 ("Customer") organized under the laws of the state of Georgia and **Geo-Comm, Inc.** ("GeoComm") a Minnesota corporation with its principal offices at 1100 West St. Germain Street, Suite 300, St. Cloud, MN, 56301.

GeoComm's certified staff of Emergency Number Professionals (ENPs), GIS Professionals (GISPs), and Project Management Professionals (PMPs) have a proven track record of delivering on GeoComm's services and solution implementation projects in 49 states nationwide and is willing to provide services to the Customer.

The parties agree to the following:

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Upon execution of Agreement, GeoComm will provide solutions and services as described in the exhibits.

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The Customer will pay GeoComm \$113,224.25 plus applicable sales taxes\* as further described in Exhibit A - Pricing.

Customer agrees to pay GeoComm on the following payment schedule:

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*Per the terms of the HGACBuy contract, Customer is required to provide Purchase Order with executed agreement.*

*\*If entity is tax exempt please email tax exemption certificate to [dhaus@geocomm.com](mailto:dhaus@geocomm.com).*

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GeoComm agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to employ the care and skill ordinarily used by members of GeoComm's profession.

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The Customer may, at any time by written order, make changes within the general scope of the work including but not limited to, revisions of, additions to, or subtractions from, or portions of the work. If any change order causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an Amendment/Addendum will be done and signed by both parties.

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### **Section 6 – Disclaimer of Warranties and Limitation of Liability**

To the fullest extent permitted by applicable law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of GeoComm and GeoComm's officers, directors, partners, employees and consultants, and any of them, to the Customer and anyone claiming by or through the Customer, for any and all claims, losses, costs or damages, including attorneys' fees and costs of any nature whatsoever or expenses resulting from or in any way related to this Agreement, including the solutions and services delivered by GeoComm hereunder or the use thereof by Customer, shall not exceed the total compensation received by GeoComm in fees under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by applicable law.

Except as specifically represented herein, the goods and services provided by GeoComm pursuant to this agreement are "AS" IS" AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AND GEOCOMM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. GEOCOMM DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN CONTENT; ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE.

#### **Section 7 – Disclaimer of Patent License**

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppels or otherwise, any license under any patents or patent applications of GeoComm. Except, the Customer shall have the normal non-exclusive royalty-free license to use that is implied or otherwise arises by operation of law in the sale of a software license.

#### **Section 8 – Software User Terms of Use**

"GeoComm Software Authorized Users Terms of Use" found at [www.geocomm.com/legal](http://www.geocomm.com/legal) applies to this Agreement.

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#### **Section 11 – Insurance**

GeoComm has comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. Minimum limits for GeoComm liability insurance shall be in the amount of \$2,000,000 for any number of claims arising out a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy.

GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement that are in any way a result of the negligence of GeoComm or its employees or agents

#### **Section 12 – Data Confidentiality**

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of seven (7) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hardcopy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this Agreement, without the express permission of the Customer.

### **Section 13 – Records Retention and Availability**

GeoComm agrees that the Customer, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GeoComm and involve transactions relating to this Agreement. GeoComm agrees to maintain these records for a period of seven (7) years from the date of termination of this Agreement.

### **Section 14 – Notices**

All notices under this agreement shall be mailed to the physical address listed below.

#### **Decatur-Grady 911**

Tonya Griffin, Director  
309 Airport Rd  
Bainbridge, GA 39818  
Phone: (229) 248-3860  
Email: [tdgriffin@decaturgradve911.com](mailto:tdgriffin@decaturgradve911.com)

#### **GeoComm**

Brian Jacobson, Chief Financial Officer  
1100 West St. Germain Street, Suite 300  
St. Cloud, MN 56301  
Phone: (320) 240-0040  
E-mail: [bjacobson@geocomm.com](mailto:bjacobson@geocomm.com)

### **Section 15 – Entire Agreement**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

### **Section 16 – Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **Section 17 – Laws to be Observed**

GeoComm will, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, state and local laws, ordinances, rules, regulations and orders applicable to GeoComm's personnel and performance of this Agreement. GeoComm has an Affirmative Action Plan in place to ensure nondiscrimination and fair hiring practices.

### **Section 18 - Applicable Law**

If there is any dispute concerning this Agreement, the laws of the Customer's state will rule if required by customer's funding or legal policy, otherwise the State of Minnesota laws will apply.

### **Section 19- Subcontractors**

GeoComm reserves the right to engage subcontractors for the fulfillment of services outlined in this agreement, provided the subcontractors meet the standards and qualifications agreed upon by both parties. GeoComm shall remain fully responsible for the performance and deliverables of any subcontractors engaged under this agreement.

**Section 20 – Authorization of Both Parties**

GeoComm	
Signature	
Print Name	
Date	

Customer	
Signature	<i>George Griffin</i>
Print Name	Tom Griffin
Purchase Order # (Required for all orders)	EC-219
Date	5-15-21

## Exhibit A – Pricing

### GIS Data Remediation

Description	HGAC Total Price
NG9-1-1 and Mapping Updates: (HGAC GIS Services: GIS Specialist) <ul style="list-style-type: none"> <li>• GIS Data Analysis</li> <li>• Provisioning Boundary Layer</li> <li>• Service Boundary Layers: PSAP Boundary Layer Development or Updates</li> <li>• Service Boundary Layers: Police, Fire, EMS Layers Development or Updates</li> <li>• Road Centerlines Layers: GIS Data Attribute Standardization</li> <li>• Road Centerlines Layers: Attribute Updates for MSAG Synchronization</li> <li>• Road Centerlines Layers: Attribute Updates for ALI Synchronization</li> <li>• Road Centerlines Layers: Street Connectivity Updates</li> <li>• Road Centerlines Layers: Address Range Updates</li> <li>• Site/Structure Address Points Layer: GIS Data Attribute Standardization</li> <li>• Site/Structure Address Points Layer: Synchronization with Road Centerlines and Boundary Layers Attributes</li> <li>• Site/Structure Address Points Layer: Attribute Updates for ALI Synchronization</li> <li>• Incorporated Municipality Boundary Layer: Development or Updates</li> <li>• Road Centerlines Layer: Spatial alignment</li> <li>• Site/Structure Address Points Layer: Spatial Alignment</li> </ul>	\$113,224.25
<b>Total:</b>	<b>\$113,224.25</b>
Notes: Pricing is based on HGACBuy Contract Number EC07-23. Per the terms of the HGACBuy contract, Customer is responsible for providing Purchase Order with executed agreement. Prices are valid for a period of 90 days. Total does not include sales tax. Decatur-Grady Co 911 is responsible for paying all sales taxes.	

## **Exhibit B – Scope of Work**

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GeoComm will complete the following Geographic Information System (GIS) data professional services, resulting in a highly accurate GIS dataset for use in a Next Generation 9-1-1 (NG9-1-1) or Public Safety Answering Point (PSAP) mapping systems. The final dataset will comply with National Emergency Number Association's (NENA) standards and PSAP mapping system requirements.

Services description and customer responsibilities and project deliverables are provided below.

### **Project Management Service Description**

---

GeoComm will dedicate time to project management and ongoing communication throughout the project. GeoComm will hold a project initiation conference call with your project team to:

- Introduce project stakeholders to the GeoComm project team
- Review project objectives and goals
- Define mutual expectations
- Establish communication processes
- Review the project timeline, including periodic progress reporting
- Review NENA NG9-1-1 GIS Data Model standard and PSAP mapping system requirements
- Discuss initial GIS data schema
- Discuss existing resources that may be used in developing the GIS data layers

Throughout the project, regular status updates will be provided which include progress updates; issues encountered or foreseen, with plans for mitigation; goals for the next reporting period; a schedule review; and customer responsibilities.

### **GIS Professional Services Description**

---

#### **GIS Data Analysis**

A GIS data analysis will be completed to identify the gaps and discrepancies in and between the GIS data and MSAG and ALI databases. The analysis includes reviewing the quality of GIS data layers individually and their synchronization level with the MSAG and ALI databases. The results and lists of errors will be compiled into a digital report. A conference call will be scheduled to review the report and answer questions. The report will identify:

- Incorrect, incomplete, and inconsistent data and databases
- Discrepancies between data and databases
- Topology/Connectivity issues
- Road Centerlines line direction issues
- Duplicate addresses

#### **Provisioning Boundary Layer Development or Updates**

If existing provisioning boundaries are provided, they will be updated to correct topological errors and inconsistencies identified during the analysis. If no Provisioning Boundary layer exists, GeoComm will develop a layer based on existing municipal and/or county boundary layers or other resources you provide. Topological adjustments along borders will be made; ensuring boundaries are snapped to Road Centerlines, where applicable.

Development or updates to this layer will be based on resources provided and an understanding of the extent of your GIS provisioning responsibility within an NG9-1-1 deployment. After the layer is developed, GeoComm will provide a digital map for your review and approval.

The data schema will follow your PSAP mapping system requirements and NG9-1-1 GIS data standards. At minimum, GIS layer attributes categorized as "required/mandatory" (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted. Other attribute categories, such as "optional" and "conditional" (or their equivalents), will be retained if attributes already exist in the current layer.

GeoComm will also add edit tracking fields to the GIS layers to identify features that have been modified, the type of change made, who made the change, and the date the feature was last updated.

#### **Service Boundary Layers: PSAP Boundary Layer Development or Updates**

If existing PSAP boundaries are provided, they will be updated to correct topological errors and inconsistencies identified during the analysis. If no PSAP Boundary layer exists, GeoComm will develop a layer based on existing municipal and/or county boundary layers or other resources provided. Topological adjustments along borders will be made; ensuring boundaries are snapped to Road Centerlines, where applicable.

The data schema will follow your PSAP mapping system requirements and NG9-1-1 GIS data standards. At minimum, GIS layer attributes categorized as "required/mandatory" (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted. Other attribute categories, such as "optional" and "conditional" (or the equivalent), will be retained if attributes already exist in the current layer. Note that some required/mandatory attributes (such as URI) cannot be obtained until there is an active NG9-1-1 deployment underway, and the Next Generation Core Service (NGCS) provider determines the attributes to populate.

GeoComm will also add edit tracking fields to the GIS layers to identify features that have been modified, the type of change made, who made the change, and the date the feature was last updated.

#### **Service Boundary Layers: Police, Fire, EMS Layers Development or Updates**

If existing emergency service boundaries representing the areas covered by police, fire, and EMS responders are provided, they will be updated to correct topological errors and inconsistencies identified during the analysis. In some systems, these layers may also be used for connecting incoming calls to the correct emergency responders.

If these service boundaries do not exist, three layers will be developed representing the areas covered by police, fire, and EMS responders. These new layers will be based on resources you provide depicting the boundaries. After each layer is developed, GeoComm will provide a map for your review and approval. The data schema will follow your PSAP mapping system requirements and NG9-1-1 GIS data standards. At minimum, GIS layer attributes categorized as "required/mandatory" (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted. Other attribute categories, such as "optional" and "conditional" (or the equivalent), will be retained if attributes already exist in the current layer. Note that some mandatory attributes (such as URI) cannot be obtained until there is an active NG9-1-1 deployment underway and the Next Generation Core Service (NGCS) provider determines the attributes to populate.

If required by your data standards, a fourth layer, ESZ, will be developed representing the emergency service numbers throughout the area. This layer will be used for populating attribute information in the Road Centerlines and Site/Structure Address Point layers, if contracted to do so.

GeoComm will also add edit tracking fields to the GIS layers to identify features that have been modified, the type of change made, who made the change, and the date the feature was last updated.

#### **Road Centerlines Layer: GIS Data Attribute Standardization: Transform Schema to NENA NG9-1-1 Model and PSAP Mapping System Requirements**

GeoComm will review the GIS data schema of the provided road centerlines to determine their conformance with the latest NENA NG9-1-1 GIS Data Model and PSAP mapping system requirements. A side-by-side comparison of the existing and recommended GIS data structures will be provided. GeoComm will then convert your GIS data into a schema following the NENA NG9-1-1 GIS Data Model (NENA-STA-006) and PSAP mapping system schema. GeoComm will populate Required/Mandatory and Conditional (or their equivalents) attributes with provided resources.

GeoComm will also add edit tracking fields to the GIS layers to identify features that have been modified, the type of change made, who made the change, and the date the feature was last updated.

#### **Road Centerlines Layer: Attribute Updates for MSAG Synchronization**

GeoComm will update the existing Road Centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road Centerlines layer updates include:

- Updating legacy attribute fields to correspond with street names, communities, and ESN values in the Master Street Address Guide (MSAG).
- Extending address range attributes to synchronize with the MSAG, or, if it is the MSAG range that needs to be modified, GeoComm will include that in the list of discrepancies for you to submit to your database provider for updates.
- Left and Right Field Attribution for Country, State, County, Incorporated Municipality, MSAG Community, and ESN based on resources provided. Optional (or equivalent) attributes will be retained if attributes already exist in the current layer.

#### **Road Centerlines Layer: Attribute Updates for ALI synchronization**

GeoComm will update the Road Centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road Centerlines layer updates include:

- Street Name Updates – street name attributes will be updated to correspond to street names in the ALI database.
- Road Range Updates - road range attributes will be updated to accommodate ALI records.
- Legacy Field Attribution - legacy fields in the GIS data will be attributed to match ALI record information.

However, if the ALI record address requires modification, GeoComm will identify and provide for a list of discrepancies for your submission to the ALI database provider for updates.

#### **Road Centerlines Layer: Street Connectivity Updates**

GeoComm will update the existing Road Centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. For street connectivity updates, road centerlines will be broken and snapped to create topological accuracy for proper address location. Road centerlines will be broken at Service Boundary layers, available community boundaries (including county and incorporated municipality boundaries), PSAP and provisioning boundaries, and true intersections with other road centerlines. Corresponding boundary updates will be made to service and incorporated municipality boundaries (if provided) which run alongside road centerlines to ensure coincident lines with corresponding road centerlines.

### **Road Centerlines Layer: Address Range Updates**

GeoComm will update the existing Road Centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road Centerlines layer update processes include validating or correcting the following address range issues:

- Overlapping address ranges
- Invalid high address range is less than the low address range
- Invalid odd/even address ranges in both the from and to fields

### **Site/Structure Address Points Layer: GIS Data Attribute Standardization: Transform Schema to NENA NG9-1-1 Model and PSAP Mapping System Requirements**

GeoComm will review the GIS data schema of the provided Site/Structure Address Point layer to determine its conformance with the latest NENA NG9-1-1 GIS Data Model and PSAP mapping system requirements. A side-by-side comparison of the existing and recommended GIS data structures will be provided. GeoComm will then convert your GIS data into a schema following the NENA NG9-1-1 GIS Data Model (NENA-STA-006) and PSAP mapping system schema. GeoComm will populate Required/Mandatory and Conditional (or their equivalents) attributes with provided resources.

GeoComm will also add edit tracking fields to the GIS layers to identify features that have been modified, the type of change made, who made the change, and the date the feature was last updated.

### **Site/Structure Address Point Layer: Attribute Synchronization with Road Centerlines and Boundary Layers**

GeoComm will update the existing Site/Structure Address Point layer based on inconsistencies noted during the analysis and provided resources. If there are discrepancies between approved project resources, GeoComm will work with you for verification.

GeoComm will update the existing Site/Structure Address Point layer to ensure attributes are synchronized with Road Centerlines and Boundary layers, points fall in the correct PSAP boundary and within the Provisioning Boundary and are spatially placed along the correct centerline segment where possible.

### **Site/Structure Address Point Layer: Attribute Updates for ALI Synchronization**

Street name attributes will be updated to correspond to street names in the Automatic Location Information (ALI) database and to synchronize with road centerlines attributes. Legacy fields in the GIS data will be attributed to match ALI record information. However, if the ALI record address requires modification, GeoComm will identify and provide a list of discrepancies for your submission to the ALI database provider for updates.

In addition, duplicate addresses and potentially missing address points will be investigated with assistance from the customer.

### **Incorporated Municipality Boundary Layer Updates or Development**

If existing incorporated municipality boundaries are provided, they will be updated to ensure no gaps and overlaps exist between boundaries.

If incorporated municipality boundaries do not exist, publicly available GIS data and/or provided resources will be used to develop a polygon layer representing incorporated municipality boundaries within your jurisdiction. After the layer is developed, GeoComm will provide a digital map for your review and approval.

The data schema will follow your PSAP mapping system requirements and the latest NENA NG9-1-1 GIS Data Model. At minimum, GIS layer attributes categorized as "required/mandatory" (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted.

Other categories, such as "optional" and "conditional" (or their equivalents), will be retained if attributes already exist in the current layer.

This layer will be used to populate incorporated municipality attributes in the Road Centerlines layer and/or Site/Structure Address Point layer and will be available for visual display in your PSAP mapping system.

GeoComm will also add edit tracking fields to the GIS layers to identify features that have been modified, the type of change made, who made the change, and the date the feature was last updated.

#### **Road Centerlines Layer: Spatial Alignment**

Roads not aligned with publicly available or provided aerial imagery will be spatially adjusted to fit within a minimum of twelve feet from the street centerline, from the visual road center as determined by imagery. This includes creating dual parallel centerlines for divided roads and highways. Imagery will appear smooth at a scale of 1:4,632 in rural areas and 1:1,968 in urban areas. Line direction will follow the increase in address numbers.

As part of this process, missing named roads will also be added and Required and Conditional fields attributed using provided resources.

#### **Site/Structure Address Point Layer: Spatial Alignment**

Based on provided resources including a tax parcel layer containing a situs address field and any available building footprint data, GeoComm will develop new address points with accompanying descriptive attributes for structures where a point does not already exist.

New points will be placed at a location (e.g., on structure rooftops or at driveway entrances) according to your PSAP mapping system requirements or the methodology used for existing points. On-site collection or verification of address points may be provided for an additional fee.

For multi-unit structures (e.g., apartment complexes, strip malls, mobile home parks) where a point does not already exist, GeoComm will create one new point for each building with a unique street address number (not including unit numbers) and will work with you to establish an agreed-upon point placement methodology. If multiple points already exist for individual units of a multi-unit structure, these points will be retained but will not be moved unless resources indicate the points are incorrectly placed. The development of points for individual units, such as individual apartments or office suites, may be provided for an additional fee.

The accuracy of newly developed points will be dependent upon the provided resources. Site/structure address point development requires a parcel map with situs address information or another GIS resource containing the location and physical address of each addressable structure.

#### **Project Deliverables**

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- General project support
- Project schedule
- Regular status reports and conference calls
- GIS Data Analysis
- Provisioning Boundary Layer
- PSAP Boundary Layer
- Police, Fire, and EMS Layers

- Road Centerline Layer
- Site/Structure Address Points Layer
- Incorporated Municipality Boundary Layer
- Updated GIS data layers and synchronization comparison results between the ALI database, MSAG, and GIS provided as frequently as quarterly
- MSAG updates submitted to the database provider, quarterly synchronization comparison results between the ALI database, MSAG, and GIS, and GIS map data update recommendations (if maintained by Decatur-Grady County) or updates to GIS map data (if GeoComm maintains)

The final GIS map data layers will be delivered in Esri format and in the projection in which the data was provided to GeoComm. Note that the completeness and accuracy of the final GIS layers is dependent on provided project resources. To achieve a high synchronization between the GIS data and the MSAG, you may need to make additional updates to the MSAG.

## Exhibit C – Customer Responsibilities

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It is requested that you provide the following support and resources:

- Assist in coordinating and attending periodic conference calls
- Provide pertinent project information and documentation
- Assist in ongoing quality assurance tasks
- Provide a single point of contact available for communication throughout the project
- Review preliminary emergency boundary maps and provide input on updates needed
- Review final synchronization results and provide any needed GIS data updates back to GeoComm within a 30-day timeframe
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources) to our website (<https://geocomm.com/gis-data-submission/>)
- Existing GIS data in Esri format including map projection information
- Current copies of your ALI and MSAG in Microsoft Excel format
- Digital or hard copy resources depicting road centerlines and boundary updates.

# RapidSOS Premium Order Form

**Decatur-Grady Counties E9-1-1  
GA**

309 Airport Road  
Bainbridge, GA 39817  
United States

**Tonya Griffin**

Director  
tdgriffin@decaturgradye911.com  
(229)248-3860

**Reference: RSOS-12342554001**

Quote created: December 1, 2023  
Quote expires: May 31, 2024  
Quote created by: Jennifer White  
"Regional Manager"  
jwhite@rapidsos.com  
+18653101632

Product	Annual License Price	License Count	Annual Total	Initial term (months)
<p>[HGAC] RapidSOS Premium Ready 3</p> <p>RapidSOS Premium is a comprehensive situational awareness mapping solution powered by locally authoritative GIS data. Combining location information for all calls, alarm events, supplemental data, advanced search and partner access for indoor floor plans, video and vehicle telematics. RapidSOS Premium offers a scalable, secure, redundant cloud-based solution with real-time updates nationally.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Portal Features</li> <li>- Esri Basemap</li> <li>- Hosted Web Services of Locally Authoritative GIS data with Basemap and GeoCode Services</li> <li>- 2 Feature Services</li> <li>- GIS Data Quality Control</li> <li>- Display of location information from wireline (ANI/ALI) and wireless in one display</li> <li>- Implementation Services</li> </ul> <p>Annual per concurrent user license</p>	\$3,148.47 / year	4	\$10,075.10 / year after 20% discount for 3 years	36

<b>Product</b>	<b>Annual License Price</b>	<b>License Count</b>	<b>Annual Total</b>	<b>Initial term (months)</b>
One-Time Setup Fee	\$1,000.00	1	\$0.00 after \$1,000.00 discount	

**Contract Total    \$30,225.30**

**Comments (if any):**

Digital Services Discount

**Terms and Conditions**

This order ("Order Form") is entered into by and between RapidSOS, Inc. ("RapidSOS") and the Customer identified in the signature block. Pursuant to the Terms and Conditions set forth herein, RapidSOS agrees to provide Customer with access to RapidSOS Premium Features, for the term and at the costs set forth herein. Customer is solely responsible for meeting the Customer Requirements as outlined below.

**Customer Requirements**

Customer is responsible for complying with the requirements of the Statement of Work ("SOW"), which is incorporated by reference into this Order Form.

Customer is responsible for paying subscription fees and/or any other miscellaneous charges in accordance with the amounts committed to in one or more separate and electronic quotes ("Quote(s)"), which when electronically accepted by Customer, will be deemed to be incorporated by reference into this Order Form.

**Subscription Start Date and Term**

The effective date ("Effective Date") of this Order Form is the date on which this Order Form is fully executed by both parties.

The subscription will commence on the Subscription Start Date, which will occur on the earlier of the date mutually agreed to by the Parties or when the scope of work is complete, and continue for the period of the Initial Term as listed above ("Initial Term").

Upon the expiration of the Initial Term, the subscription will automatically renew for additional 12-month periods (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides the other party with notice of non-renewal at least sixty (60) days prior to expiration of the then-current Term via email to the RapidSOS individual identified in the working documents between the parties. Verbal cancellations for upcoming Renewal Terms shall not be accepted.

Customer's access to RapidSOS Premium Features will not be provided by RapidSOS until RapidSOS has received this signed Order Form from Customer, together with the Quote and the final RapidSOS SOW.

**Payment Terms**

1. Beginning on the Subscription State Date, and continuing thereafter for the remainder of the Term, RapidSOS will invoice Customer amounts payable for the annual subscription fee(s) and any other applicable amount that may be due for the upcoming Term as provided in the applicable Quote(s). Each invoice will be issued by RapidSOS up to thirty (30) days prior to the start of the Subscription

Start Date (for the Initial Term) and up to thirty (30) days prior to the start of each anniversary date of the Subscription Start Date (for subsequent Renewal Terms).

2. Miscellaneous charges will be invoiced as provided in the applicable Quote(s), either when the items are purchased or upon delivery of the items purchased, as per the applicable payment terms related to such items.
3. Customer will pay all amounts due within sixty (60) days of the date that the invoice is transmitted electronically to Customer.
4. Payments to either party will be made electronically.

## General Provisions

This Order Form is governed by the terms and conditions of the RapidSOS Premium Master Services Agreement ("MSA") and the applicable Terms of Use ("TOU") and Premium ECC EULA, which are incorporated by reference in the MSA. The MSA, TOU, EULA, SOW, Quote(s), and this Order Form collectively comprise the parties' agreement ("Agreement").

- [RapidSOS Premium Master Services Agreement \("MSA"\)](#)
- [RapidSOS Terms of Use \("TOU"\)](#)
- [RapidSOS Premium License Agreement \("Premium EULA"\)](#)
- [RapidSOS Private Policy](#)
- [RapidSOS Premium Statement of Work \("SOW"\)](#)

## Signature Line

The signatories to this Order represent that they are duly authorized to execute this Order Form and the Agreement on behalf of the party they represent.

## Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Tonya Griffin**  
tdgriffin@decaturgradye911.com



**Chad Somodi**  
csomodi@rapidsos.com



**Questions? Contact me**



Jennifer White  
"Regional Manager"  
jwhite@rapidsos.com  
+18653101632

**RapidSOS, Inc.**  
3 Park Ave  
22nd Floor  
New York, NY 10016  
US



Title Decatur County E9-1-1 GA\_1744  
File name redir  
Document ID 79af9711c578187389755be098e6e34c1873d0ab  
Audit trail date format MM / DD / YYYY  
Status  Signed

This document was signed on [app.hubspot.com](https://app.hubspot.com)

### Document History



SENT

**05 / 15 / 2024**

18:00:28 UTC

Sent for signature to Tonya Griffin (tdgriffin@decatourgradye911.com) and Chad Somodi (csomodi@rapidsos.com) from esign@hubspot.com  
IP: 54.174.52.21



VIEWED

**05 / 15 / 2024**

18:03:26 UTC

Viewed by Tonya Griffin (tdgriffin@decatourgradye911.com)  
IP: 64.39.159.4



SIGNED

**05 / 15 / 2024**

18:12:18 UTC

Signed by Tonya Griffin (tdgriffin@decatourgradye911.com)  
IP: 64.39.159.4



VIEWED

**05 / 15 / 2024**

18:18:09 UTC

Viewed by Chad Somodi (csomodi@rapidsos.com)  
IP: 108.29.79.134



SIGNED

**05 / 15 / 2024**

18:20:38 UTC

Signed by Chad Somodi (csomodi@rapidsos.com)  
IP: 108.29.79.134



COMPLETED

**05 / 15 / 2024**

18:20:38 UTC

The document has been completed.

**9-1-1 SERVICES AND  
SOFTWARE LICENSE AGREEMENT**

This 9-1-1 Services and Software License Agreement (this “**Agreement**”), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

**1. Purpose**

Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer’s emergency telephone system in the Territory.

**Type of Agreement/Document**

- Original Agreement
- Amendment

**2. Parties/ Notices:**

**INdigital:**

Communications Venture Corporation INdigital, Inc (d/b/a INdigital) (“**INdigital**”)

1616 Directors Row  
Fort Wayne, IN 46808  
Phone: (260) 469-2010  
E-mail: [contracts@indigital.net](mailto:contracts@indigital.net)  
Attention: Contract Administration

**Customer:**

Decatur-Grady 911  
Address: Decatur County Board of Commissioners  
PO Box 726  
Bainbridge, GA 39818  
Phone: (229) 248-3860  
E-mail: [tdgriffin@decaturgradye911.com](mailto:tdgriffin@decaturgradye911.com)  
Contact Person: Tonya Griffin

05/14/2024 (“**Effective Date**”).

**3. Effective Date**

Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

**4. Software**

Decatur Grady County, GA

**5. Territory**

Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory (“**Permitted Use**”).

**6. Permitted Use**

INdigital will deliver and install one (1) copy of the Software to Customer.

**7. Installation**

During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.

**8. Maintenance Releases**

**9. License Fee**

**Fee:** \$362,598.64 See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.

**10. Additional Charges**

See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing such additional services.

**11. Payment Schedule**

**Milestone 1)** Non-Recurring Charge (NRC). Due at Signature.

**Milestone 2)** Monthly Recurring Charges (MRCs) for Network Services “Network connection between INdigital Data Center and Call Handling Equipment at the PSAPs”. Due at Completion.

**Milestone 3)** 85% of MRC for Location and Routing Services. Due upon network migration of VoIP, CLEC and Wireless OSPs to INdigital’s network for 9-1-1 call delivery.

**Milestone 4)** Remaining 15% of MRC for Location and Routing Services Due upon network migration of legacy Wireline OSPs\* to INdigital’s network for 9-1-1 call delivery.

**Optional Service** – See Exhibit D.

\*Legacy Wireline OSPs may impose tariffed charges for their call delivery costs.

**12. Term**

**Initial Term:** From Effective Date until **five (5)-year** anniversary of such date unless terminated earlier pursuant to any of the Agreement’s express provisions.

**Renewal Terms:** This Agreement will automatically renew for additional successive twelve (12)-month terms unless earlier terminated pursuant to any of the Agreement’s express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

**13. Exhibits**

- Exhibit A** – General Terms and Conditions of 9-1-1 Services and Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).
- Exhibit B** – Designated Sites
- Exhibit C** - Software / Services Description
- Exhibit D** – Price List

**14. Other Agreements between Parties**

- Equipment Purchase and Sale Agreement
- Support and Maintenance Agreement

**15. Representative**

Name: Jennifer Poole

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:

**Decatur-Grady 911**

DocuSigned by:

*Tonya Griffin*

E8D40EE616D04BB

Name: Tonya Griffin

Title: 911 Director

Date: 05/14/2024

INDIGITAL INC:

**COMMUNICATION VENTURE CORPORATION (D/B/A  
INDIGITAL)**

DocuSigned by:

*Jeff Humbarger*

2C7D4E32B804483...

Name: Jeff Humbarger

Title: CFO

Date: 05/14/2024

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**  
**(9-1-1 SERVICES AND SOFTWARE LICENSE)**

These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "Terms") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services, software license, equipment or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "Party" and collectively as the "Parties".

**1. DEFINITIONS.** Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this Section 1:

- |  |   |
|--|---|
| <p><b>1.1.</b> "Acceptance Testing" has the meaning set forth in <u>Section 4</u> of these Terms.</p> <p><b>1.2.</b> "Action" has the meaning set forth in <u>Section 8.2(d)</u> of these Terms.</p> <p><b>1.3.</b> "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including these Terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.</p> <p><b>1.4.</b> "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Wayne, Indiana are authorized or required by Law to be closed for business.</p> <p><b>1.5.</b> "Confidential Information" has the meaning set forth in <u>Section 5.1</u> of these Terms.</p> <p><b>1.6.</b> "Controlled Technology" means any software, documentation, technology or other technical data, or any products that</p> | <p>include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.</p> <p><b>1.7.</b> "Customer" has the meaning set forth in the preamble to these Terms.</p> <p><b>1.8.</b> "Designated Sites" means any of Customer's facilities set forth in <u>Exhibit B</u> attached to, and incorporated by reference into, the Agreement.</p> <p><b>1.9.</b> "Disclosing Party" has the meaning set forth in <u>Section 5.1</u> of these Terms.</p> <p><b>1.10.</b> "Documentation" means any and all manuals, instructions and other documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.</p> <p><b>1.11.</b> "Effective Date" has the meaning set forth in <u>Number 3</u> of the Agreement.</p> <p><b>1.12.</b> "Force Majeure Event" has the meaning set forth in <u>Section 14.1</u> of these Terms.</p> <p><b>1.13.</b> "Indemnitee" has the meaning set forth in <u>Section 11.3</u> of these Terms.</p> <p><b>1.14.</b> "Indemnitor" has the meaning set forth in <u>Section 11.3</u> of these Terms.</p> <p><b>1.15.</b> "INdigital" has the meaning set forth in the preamble to these Terms.</p> <p><b>1.16.</b> "INdigital Indemnitee" has the meaning set forth in <u>Section 11.2</u> of these Terms.</p> <p><b>1.17.</b> "Initial Term" has the meaning set forth in <u>Section 9.1</u> of these Terms.</p> <p><b>1.18.</b> "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database</p> |
|--|---|

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**  
**(9-1-1 SERVICES AND SOFTWARE LICENSE)**

- protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.19. **“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.20. **“Loss”** means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.
- 1.21. **“Maintenance Release”** means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.
- 1.22. **“New Version”** means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital’s and/or a third party’s designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.
- 1.23. **“Parties”** has the meaning set forth in the preamble to these Terms.
- 1.24. **“Party”** has the meaning set forth in the preamble to these Terms.
- 1.25. **“Payment Failure”** has the meaning set forth in Section 9.3(a) of these Terms.
- 1.26. **“Permitted Use”** has the meaning set forth in Section 2 of the Agreement.
- 1.27. **“Person”** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- 1.28. **“Receiving Party”** has the meaning set forth in Section 5.1 of these Terms.
- 1.29. **“Renewal Term”** has the meaning set forth in Section 9.2 of these Terms.
- 1.30. **“Representatives”** means, with respect to a Party, that Party’s employees, officers, directors, consultants, agents, independent contractors, service providers, sub licensees, subcontractors and legal advisors.
- 1.31. **“Software”** means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
- 1.32. **“Term”** has the meaning set forth in Section 9.2 of these Terms.
- 1.33. **“Territory”** has the meaning set forth in Number 5 of the Agreement.
- 1.34. **“Third-Party Materials”** means materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.
- 1.35. **“Warranty Period”** has the meaning set forth in Section 10.2 of these Terms.
2. **LICENSE.**
- 2.1. License Grant.** Subject to the terms and conditions of the Agreement (including these Terms) and INdigital’s rights under any third-party agreements relating to the Software, and conditioned on Customer’s and its Affiliates’ and Representatives’ compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the

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Permitted Use in the Territory during the Term.

**2.2. Scope of Licensed Access and Use.** Customer may use and run one copy of the Software on Customer's network at any of the Designated Site(s). The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.

3. **USE RESTRICTIONS.** Except as the Agreement (including these Terms) expressly permits, Customer shall not, and shall not permit any other Person to:

- (a) copy the Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in the Software or Documentation;
- (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;
- (g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;
- (h) use the Software for purposes of:
  - (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to INdigital's detriment or commercial disadvantage;
- (i) use the Software in or in connection with

the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

(j) use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by the Agreement (including these Terms).

4. **DELIVERY AND INSTALLATION.** INdigital shall deliver and install one (1) copy of the Software to Customer. Risk of loss of any tangible media on which the Software is delivered shall pass to Customer on delivery.

**4.1. Acceptance.** Customer will test whether the Software operates in accordance with the Documentation ("**Acceptance Testing**") pursuant to the terms of this Section 4. Upon completion of the Software installation, Customer shall have fourteen (14) days to test the Software and notify INdigital in writing of any defect or deficiency. If the initial Acceptance Testing fails, INdigital shall, within fifteen (15) days of the Acceptance Testing and at its cost, correct the errors so disclosed and Customer may repeat the Acceptance Testing. If the subsequent Acceptance Testing fails, and such failure does not arise from or relate to any failure or defect of Customer's or any third-party's product, service, hardware, software, system or network, INdigital shall, within fifteen (15) days of the subsequent Acceptance Testing, at its cost, correct the errors so disclosed and Customer may again repeat the Acceptance Testing. If the subsequent Acceptance Testing fails two (2) or more times, Customer may terminate the Agreement (including these Terms) on written notice to INdigital. On termination, INdigital shall refund all license fees paid by Customer under the Agreement (including these Terms) within thirty (30) days of receipt of such notice, and such refund shall be Customer's sole and exclusive remedy for any unresolved Acceptance Testing failures. In any event, Customer shall be deemed to have accepted the Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.

**4.2 MAINTENANCE AND SUPPORT.** During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly

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rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; and (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. INdigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its sole and absolute discretion that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an Incident, but does not guarantee that any Incident will be resolved.

As set forth above, during the Term, INdigital will provide Customer with all Maintenance Releases (including updated Documentation) that INdigital may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, being provided by INdigital to Customer under the Agreement, are deemed Software subject to all applicable terms and conditions in the Agreement (including these Terms). As part of the support and maintenance to be provided by INdigital to Customer, Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right under the Agreement to receive any New Versions of the Software that INdigital or any third-party software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

**5. CONFIDENTIALITY.**

**5.1. Confidential Information.** In connection with the Agreement each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to Section 5.2 of these Terms, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise

identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

**5.2. Exclusions and Exceptions.** Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

**5.3. Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);
- (b) except as may be permitted under the terms and conditions of Section 5.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;
- (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

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less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

**5.4. Compelled Disclosures.** If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3 of these Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

**5.5. Return; Destruction.** Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party

and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

**6. FEES AND PAYMENT.**

**6.1. License Fees.** In consideration of the rights granted to Customer under the Agreement (including these Terms), Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 6. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.

**6.2. Additional Fees and Expenses.** In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement, and shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing these services, in accordance with that exhibit and the terms of this Section 6.

**6.3. Taxes.** All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on INdigital's income.

**6.4. Payment.** Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments under the Agreement in US dollars by wire transfer or check to the address or account specified in Exhibit D attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time.

**6.5. Late Payment.** If Customer fails to make any payment when due then, in addition to all other remedies that may be available to INdigital:

(a) INdigital may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable

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Law;

(b) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for fifteen (15) days following written notice thereof, INdigital may: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable.

**6.6. No Deductions or Setoffs.** All amounts payable to INdigital under the Agreement (including these Terms) shall be paid by Customer to INdigital in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. **SECURITY MEASURES.** The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

8. **INTELLECTUAL PROPERTY RIGHTS.**

8.1. **Intellectual Property Ownership.** Customer acknowledges and agrees that:

(a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the

Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(b) INdigital and its licensor(s) are and will remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and

(c) Customer hereby unconditionally and irrevocably assigns to INdigital or INdigital's designee, Customer's entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

8.2. **Customer Cooperation and Notice of Infringement.** Customer shall, during the Term:

(a) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital's ownership of the Intellectual Property Rights in the Software and Documentation;

(c) promptly notify INdigital in writing if Customer becomes aware of:

(i). any actual or suspected infringement, misappropriation or other violation of INdigital's Intellectual Property Rights in or relating to the Software or Documentation; or

(ii). any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "Action") by

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INDigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INDigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

**8.3. No Implied Rights.** Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement (including these Terms) grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

**9. TERM AND TERMINATION.**

**9.1. Initial Term.** The initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 11 of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

**9.2. Renewal Term.** The Agreement will automatically renew for additional successive terms specified in Section 11 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

**9.3. Termination.** The Agreement may be terminated at any time:

(a) by INDigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INDigital's delivery of written notice thereof ("Payment Failure");

(b) by INDigital, immediately on written notice to Customer if any two or more Payment Failures occur in any twelve (12)-month period;

(c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);

(d) by INDigital, effective immediately, if the Customer: (i) is dissolved or liquidated or

takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;

(e) by INDigital, upon notice to Customer, if Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement.

**9.4. Effect of Termination or Expiration.** On the expiration or earlier termination of the Agreement:

(a) all rights, licenses and authorizations granted to Customer under the Agreement will immediately terminate and Customer shall:

(i) immediately cease all use of and other activities with respect to the Software and Documentation other than those described in Section 9.4(a)(ii) of these Terms;

(ii) within sixty (60) days deliver to INDigital, or at INDigital's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Software, the Documentation and INDigital's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;

(iii) certify to INDigital in a signed written instrument that it has complied with the requirements of this Section 9.4; and

(b) all amounts payable by Customer to INDigital of any kind under the Agreement (including these Terms) are immediately payable and due no later than thirty (30) days after the effective date of the expiration or INDigital's termination of the Agreement.

**9.5. Surviving Terms.** The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of

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the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for clarity, including Section 10.7 of these Terms (Disclaimer of Warranties), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitation of Liability), and Section 15 of these Terms (Miscellaneous).

**10. REPRESENTATIONS AND WARRANTIES.**

**10.1. Mutual Representations and Warranties.** Each Party represents, warrants and covenants to the other Party that:

- (a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);
- (b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and
- (c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

**10.2. Limited Warranty.** Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms, INdigital warrants to Customer that for a period of ninety (90) days from the **Effective Date** (the "**Warranty Period**"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).

**10.3. Customer Requirements.** The limited warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then due and owing).

**10.4. Exceptions.** Notwithstanding any

provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:

- (a) Software, or the media on which it is provided, that is modified or damaged by Customer or its Representatives;
- (b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;
- (d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;
- (e) the operation of, or access to, Customer's or a third party's system or network;
- (f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;
- (g) Customer's material breach of any provision of the Agreement (including these Terms);
- (h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or
- (i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

**10.5. Remedial Efforts.** If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at

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its sole option and expense, take any of the following steps to remedy such breach:

- (a) replace any damaged or defective media on which INdigital supplied the Software;
- (b) amend, supplement or replace any incomplete or inaccurate Documentation;
- (c) repair the Software;
- (d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or
- (e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

**10.6. Sole Remedy.** If INdigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination. **THIS SECTION 10.6 SETS FORTH THE CUSTOMER'S SOLE REMEDY AND INDIGITAL'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY INDIGITAL WARRANTY OF THE SOFTWARE SET FORTH IN THE AGREEMENT.**

**10.7. DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE

AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-THIRD-PARTY MATERIALS.

**11. INDEMNIFICATION.**

**11.1. INdigital Indemnification.** INdigital shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

- (a) Third-Party Materials;
- (b) patent issued on a patent application published after the Effective Date;
- (c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (d) modification of the Software other than:
  - (i) by INdigital or its authorized contractor

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in connection with the Agreement (including these Terms); or (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;

(e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;

(f) use of the Software after INdigital's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;

(g) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Customer, Customer's Representatives or a third party;

(h) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or in any manner contrary to INdigital's instructions;

(i) events or circumstances outside of INdigital's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or

(j) Action or Losses for which Customer is obligated to indemnify INdigital pursuant to Section 11.2 of these Terms.

**11.2. Customer Indemnification.** Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "**INdigital Indemnitee**") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) to the extent that such Losses arise out of or relate to any allegation:

(a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:

(i). use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and the Documentation or otherwise in writing; and

(ii). information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;

(b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under the Agreement (including these Terms);

(c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or

(d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.

**11.3. Indemnification Procedure.** Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

**11.4. Mitigation.** If the Software, or any part of the Software, is, or in INdigital's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or threatened to be enjoined, INdigital may, at its option and sole cost and expense:

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**  
**(9-1-1 SERVICES AND SOFTWARE LICENSE)**

(a) obtain the right for Customer to continue to use the Software materially as contemplated by the Agreement (including these Terms);

(b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement (including these Terms); or

(c) if none of the remedies set forth in the above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to Indigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:

(i). Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and

(ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, Indigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

**11.5. Sole Remedy.** THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND INDIGITAL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE AGREEMENT (INCLUDING THESE TERMS) OR ANY SUBJECT MATTER OF THE AGREEMENT (INCLUDING THE SOFTWARE AND DOCUMENTATION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**12. LIMITATION OF LIABILITY.**

**12.1. EXCLUSION OF DAMAGES.** IN NO EVENT WILL INDIGITAL OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE

OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR THIRD-PARTY MATERIALS, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**12.2. CAP ON MONETARY LIABILITY.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF INDIGITAL AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO INDIGITAL UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**13. EXPORT REGULATION.** Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license).

**14. FORCE MAJEURE.**

**14.1. No Breach or Default.** In no event will Indigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond Indigital's reasonable control

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(a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.

**14.2. Obligations.** In the event of any failure or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**15. MISCELLANEOUS.**

**15.1. Further Assurances.** On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.

**15.2. Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**15.3. Notices.** Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next

business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

**15.4. Interpretation.** For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

**15.5. Headings.** The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

**15.6. Entire Agreement.** The Agreement, together with these Terms and any other documents incorporated by reference into the Agreement (and, if applicable, together with the Software Support and Maintenance Agreement), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**15.7. Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any

EXHIBIT A  
GENERAL TERMS AND CONDITIONS  
(9-1-1 SERVICES AND SOFTWARE LICENSE)

purported assignment, delegation or transfer in violation of this Section 15.7 is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

**15.8. No Third-Party Beneficiaries.** The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

**15.9. Amendment and Modification; Waiver.** No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**15.10. Severability.** If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.

**15.11. Governing Law; Submission to Jurisdiction.** The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Indiana without giving

effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Any legal suit, action or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States District Court of the Northern District of Indiana or the courts of the State of Indiana in each case located in the city of Fort Wayne and County of Allen, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in Number 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

**15.12. Waiver of Jury Trial.** Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).

**15.13. Equitable Remedies.** Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**15.14. Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

**Exhibit B**  
**Designated Site(s)**

**Decatur-Grady 911**  
309 Airport Road  
Bainbridge, GA 39817

**Exhibit C**  
**Software / Services Description**

**1. Database Services -**

**Location Database services for the PSAP. Repository for Address Location Information (ALI). Legacy wireline records in the service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALI service (wireless, VoIP - using pANi) will be provided by INdigital.**

**2. Routing Services -**

**INdigital will design and deploy an Next Generation Core Services (NGCS) configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards, and accommodate future adjustments to the standards as they become available.**

**3. Network Services -**

**The proposal's objective is to establish an Emergency Services iP Network (ESiNet) to serve existing and new customers. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1.**

**4. Text Services -**

**INdigital Text to 9-1-1 services is a text control service that enables Short Message Service (SMS) text to the 9-1-1 PSAP that subscribes to the service. The Customer will receive the SMS messages from the major carriers. This inbound service will be enabled through a browser-based interface. This service is considered a best effort service and is not regulated.**

**5. MEVO Services -**

**A service continuity and disaster recovery platform (INdigital's MEVO system) will be deployed. The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality.**

**Exhibit D  
Price List**

Decatur/Grady Co GA		Budgetary Quote: 3.13.24		Population Served		54,990
Line	Quantity	Description	Accounting Metric	Unit	Total	
1		<b>Monthly Recurring Charges (MRC)</b>				
2		<b>Network Services</b>				
3	1	Network Services *Network Services	PSAP	\$958.03	\$958.03	
4	1	Text for 911 - Texty	Population	\$549.90	\$549.90	
5	1	MEVO Disaster Recovery	Population	\$549.90	\$549.90	
6		Network Monthly Recurring Subtotal				\$2,057.83
7		<b>NGCS Core Services</b>				
8	1	Location Services	Population	\$1,099.80	\$1,099.80	
9	1	IS Routing Services	Population	\$2,749.50	\$2,749.50	
10		NGCS Monthly Recurring Subtotal				\$3,849.30
20		<b>Monthly Total (MRC)</b>				<b>\$5,907.13</b>
31		<b>Non-Recurring Charges (NRC)</b>				
22	1	NGCS Core Services Implementation Fee	Primary PSAP	\$8,170.54	\$8,170.54	
27		<b>Implementation Total (NRC)</b>				<b>\$8,170.54</b>

Year 1 Cost	\$79,056.40
Year 2 Cost	\$70,885.56
Year 3 Cost	\$70,885.56
Year 4 Cost	\$70,885.56
Year 5 Cost	\$70,885.56
<b>Five Year Total</b>	<b>\$362,598.64</b>

**Certificate Of Completion**

Envelope Id: 0DD3A51A23B7404D93D24988EEAE5A53

Status: Completed

Subject: Complete with DocuSign: Decatur-Grady 911 - GA - 9-1-1 Services and Software License Agreement.docx

Source Envelope:

Document Pages: 19

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jennifer Poole

AutoNav: Enabled

1616 Directors Row

EnvelopeId Stamping: Enabled

Fort Wayne, IN 46808

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

jpoole@indigital.net

IP Address: 184.91.225.192

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Holder: Jennifer Poole

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jpoole@indigital.net

**Signer Events**

Tonya Griffin

tdgriffin@decaturgradye911.com

Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Tonya Griffin*  
EBD340FE816D046B...

**Timestamp**

Sent: 5/14/2024 11:23:21 AM

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Signed: 5/14/2024 12:47:23 PM

Signature Adoption: Pre-selected Style

Using IP Address: 64.39.159.4

**Electronic Record and Signature Disclosure:**

Accepted: 5/14/2024 11:55:38 AM

ID: d792e370-00a1-46e2-bd0f-52c4ef96fc61

Jeff Humbarger

jhumbarger@indigital.net

CFO

INdigital

Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Jeff Humbarger*  
2C7D4E3B96D4483...

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Viewed: 5/14/2024 12:56:29 PM

Signed: 5/14/2024 12:56:43 PM

Signature Adoption: Pre-selected Style

Using IP Address: 66.170.58.153

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

Jeff Humbarger

jhumbarger@indigital.net

CFO

INdigital

Security Level: Email, Account Authentication (None)

**VIEWED**

Sent: 5/14/2024 11:11:23 AM

Viewed: 5/14/2024 11:23:20 AM

Using IP Address: 66.170.58.153

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Carbon Copy Events**

**Status**

**Timestamp**

**Carbon Copy Events**

INdigital Contracts  
contracts@indigital.net

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 2/29/2024 11:22:18 AM  
ID: 4a7002cf-5820-4499-a16f-6a41ef4a3b6f

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**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

5/14/2024 11:11:23 AM  
5/14/2024 12:56:29 PM  
5/14/2024 12:56:43 PM  
5/14/2024 12:56:45 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, INdigiTal (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact INdigital:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: skendrick@indigital.net

**To advise INdigital of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at skendrick@indigital.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from INdigital**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to skendrick@indigital.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with INdigital**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to skendrick@indigital.net and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify INdigital as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by INdigital during the course of my relationship with you.

After recording return to:  
Bruce W. Kirbo, Jr.  
Kirbo & Heckman, Attorneys at Law, LLC  
P.O. Box 425  
Bainbridge, GA 39818

**VEGETATION TRIM/CLEARING EASEMENT AND  
ACCESS EASEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, and as an aid to **DECATUR COUNTY, GEORGIA** ("County") in the effort to keep it's public airport in compliance with State and Federal regulations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **DENNIS RENTZ and KARLA RENTZ**, ("Grantor") (including Grantor's successors and assigns), do(es) hereby grant to County the right to, from time to time, and as long as said public airport is in operation, the right to trim and remove vegetation and trees on that portion of Grantors' property located in Decatur County, Georgia currently designated as Parcel 61-9 by the Board of Tax Assessors of Decatur County, Georgia which is depicted as the "Easement Area" on Exhibit "A" attached hereto and incorporated herein by this reference to the same. County covenants that it will only trim and remove such vegetation and trees as might, from time to time, become necessary for compliance with the Federal and State licensing rules and regulations as the same apply to Runway No. 32 at the Decatur County Industrial Air Park, together with all rights and privileges necessary or convenient for the full use of said Easement Area for the purposes above described, including the right of ingress and egress within and to and from said Easement Area over the adjoining property of the Grantor.

The Grantor reserve(s) the right to use the land located in said Easement Area in any way not

inconsistent with the easement granted to County.

TO HAVE AND TO HOLD forever, unto County, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

In witness whereof, the undersigned Grantor(s) and County has (have) hereunto set his/her hand(s) and seal(s) and delivered this document the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
DENNIS RENTZ (SEAL)

\_\_\_\_\_  
KARLA RENTZ (SEAL)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

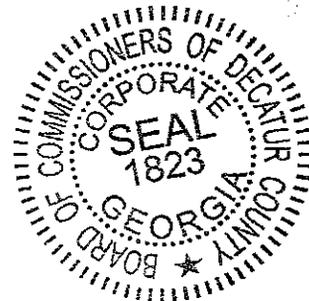
\_\_\_\_\_  
Notary Public, State of Georgia  
My Commission Expires:  
(AFFIX NOTARIAL SEAL)

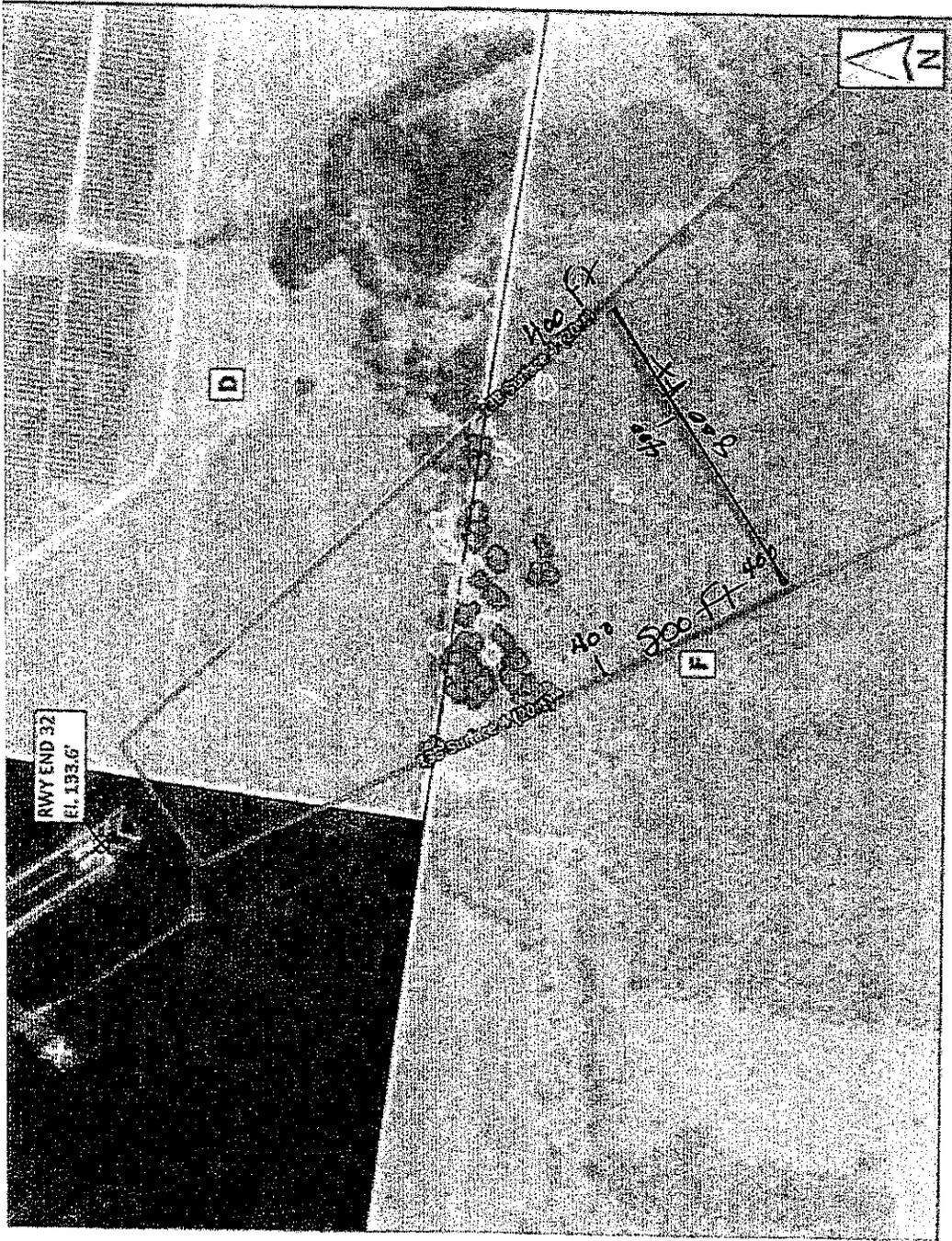
DECATUR COUNTY BOARD OF  
COMMISSIONERS  
By: *[Signature]* (SEAL)  
It's Chairman

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
Unofficial Witness

*Michelle B West*  
Notary Public, State of Georgia  
My Commission Expires:  
(AFFIX NOTARIAL SEAL)





Obstructions by Type

— "Easement Area" boundary

Exhibit "A"