



BOARD OF COUNTY COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING
102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

TUESDAY, JUNE 27, 2023 AT 6:00 P.M.
T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM
WWW.LEE.GA.US

MEETING AGENDA
VOTING SESSION

COUNTY COMMISSIONERS

Billy Mathis, Chairman	District 3
Luke Singletary, Vice-Chairman	District 2
Dennis Roland, Commissioner	District 1
Chris Guarnieri, Commissioner	District 4
George Walls, Commissioner	District 5

COUNTY STAFF

Christi Dockery, County Manager
Kaitlyn Good, County Clerk
Jimmy Skipper, County Attorney

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1. <u>INVOCATION</u> Pastor Aaron McCulley, Philema Road Baptist Church, to lead the invocation.	
2. <u>PLEDGE OF ALLEGIANCE</u>	
3. <u>CALL TO ORDER</u> Reconsideration of the motion for the location of the new telecommunications tower, as made at the last regularly scheduled Board of Commissioners meeting on June 13, 2023.	
4. <u>APPROVAL OF MINUTES</u> (A) Consideration to approve the minutes for the Board of Commissioners meeting for June 13, 2023.	A - E
5. <u>CONSENT AGENDA</u> NONE	
6. <u>NEW BUSINESS</u> (A) Recognition of employees' years of service.	1
7. <u>PUBLIC HEARING</u> NONE	
8. <u>DEPARTMENTAL MATTERS</u> <u>E-911</u> (A) Consideration to approve a proposal from Motorola Solutions for the construction of the new telecommunications tower.	2 - 4
(B) Consideration to approve the purchase of an Uninterruptible Power Supply battery backup system (UPS) for the tower on Ga Hwy 32 E.	5 - 6
(C) Consideration to approve a SUA+ Agreement with Motorola Solutions.	7 - 33

9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**
- (A) Consideration to appoint one (1) member to the **Regional Commission Council of Southwest Georgia** to fill an unexpired term of one (1) year expiring 01/01/2024. Letter of interest in appointment received from Cicily Florence. 34 - 36
 - (B) **Elections and Registration** – Discussion of an Intergovernmental Agreement with the Secretary of State’s Office for a limited time to deploy new equipment.
10. **COUNTY MANAGER’S MATTERS**
- (A) Updates on County projects. 37 - 41
 - (B) Consideration to approve budget amendment 2023-01 to the FY2022-2023 budget. 42 - 44
 - (C) Consideration to adopt a resolution approving the final FY2023-2024 budget. 45 - 46
 - (D) Discussion of the renewing the lease for USDA, located at 101 North Main Street in Leesburg for a term of five (5) years. 47 - 50
11. **COMMISSIONER’S MATTERS**
- (A) Discussion of greenspace.
12. **UNFINISHED BUSINESS**
NONE
13. **COUNTY ATTORNEY’S MATTERS**
NONE
14. **EXECUTIVE SESSION**
NONE
15. **PUBLIC FORUM**
Citizens will be allowed to address the Board of Commissioners regarding any issues or complaints. Individuals should sign up prior to the start of the meeting.
16. **ANNOUNCEMENTS**
- (A) The offices of the Lee County Board of Commissioners will be **closed Tuesday, July 4, 2023** in observance of the Independence Day Holiday. County offices will reopen for regular business hours on Wednesday, July 5, 2023. **Residential garbage collection will be delayed one day.**
 - (B) The next regularly scheduled County Commission Meeting is **Tuesday, July 11, 2023 at 6:00pm.**

17. **ADJOURNMENT**

AGENDA MAY CHANGE WITHOUT NOTICE

Lee County is a thriving vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and life long opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.



BOARD OF COUNTY COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING
102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

TUESDAY, JUNE 13, 2023 6:00 P.M.
T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM
WWW.LEE.GA.US

MEETING MINUTES
WORK SESSION

COUNTY COMMISSIONERS

Billy Mathis, Chairman	District 3
Luke Singletary, Vice-Chairman	District 2
Dennis Roland, Commissioner	District 1
Chris Guarnieri, Commissioner	District 4
George Walls, Commissioner	District 5

COUNTY STAFF

Christi Dockery, County Manager
Kaitlyn Good, County Clerk
Jimmy Skipper, County Attorney

The Lee County Board of Commissioners met in a voting session on Tuesday, June 13, 2023. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Vice-Chairman Luke Singletary, Commissioner Dennis Roland, Commissioner Chris Guarnieri, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Attorney Jimmy Skipper, and County Clerk Kaitlyn Good. Chairman Billy Mathis was absent. The meeting was also streamed on Facebook Live. Vice-Chairman Singletary called the meeting to order at 6:00pm.

INVOCATION

Pastor Josh Posey, First Baptist Church of Leesburg, led the invocation.

PLEDGE OF ALLEGIANCE

The Board and the audience said the Pledge of Allegiance in unison.

CALL TO ORDER

APPROVAL OF MINUTES

- (A) **Consideration to approve the minutes for the Board of Commissioners meeting for May 23, 2023.**
Commissioner Walls made the **MOTION** to approve the minutes for the Board of Commissioners meeting for May 23, 2023. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.
- (B) **Consideration to approve the minutes from the Joint Public Hearing with the City of Leesburg and the City of Smithville for May 23, 2023.**
Commissioner Guarnieri made the **MOTION** to approve the minutes from the Joint Public Hearing with the City of Leesburg and the City of Smithville for May 23, 2023. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

- (A) **Kelly Bruner Moore requests to address the Board regarding the 5th Annual Georgia State Bible Reading on July 14, 2023.**
Ms. Moore addressed the Board regarding the 5th Annual Georgia State Bible Reading on July 14, 2023. The event will take place on the courthouse steps and begin around 7:00am, lasting approximately 30 to 45

minutes. All counties in the state will be participating and the area of focus will be 1 Kings 3-8.

(B) **Melissa Schroeder of NextEra to address the Board regarding a permit extension.**

Melissa Schroeder of NextEra addressed the Board regarding an extension to their existing conditional use permit. The Pinewood Solar project was approved by the Board in January 2022 and a conditional use was granted, set to expire July 24, 2023. Due to a supply chain issue as well as an investigation by the US Department of Commerce into tariffs by solar panel production companies in Asia, the RFP for this project was cancelled by the customer before any bids were received. Now, the investigation is complete and the supply chain issues have been resolved.

This project has high odds of being awarded a contract in 2023 through the Georgia Power Company RFP. Projects with permits are prioritized and ranked higher than those without, so an extension to the conditional use permit could prove critical for this project. Based on the challenges listed above, a one year extension is requested, to commence following the expiration of the current permit on July 24, 2023 and be effective until July 24, 2024.

The 200mW project area sits approximately 6 miles north of Leesburg and the footprint is on 1500 acres of clear land situated on four (4) parcels. This project will comply with all federal, state, and local erosion and sediment control regulations. EDP is expected to soon release updated stormwater prevention plan requirements; requirements NextEra is already working to comply with. A full site report shows that the project site has a low risk of flooding and all electrical equipment will be built above the 100 year flood level. Ms. Schroeder also summarized the required vegetative buffers of the project site. Additionally, the transmission provider is requiring 24 to 30 months in order to construct the switch yard that is needed to connect the project with the Georgia Integrated Transmission System. The capital expenditures are estimated at \$270 million for a projected tax revenue of \$24 million over the life of the project.

Commissioner Roland made the **MOTION** to approve a twelve month extension to the conditional use permit for NextEra, to commence following the expiration of the current permit on July 24, 2023 and be effective until July 24, 2024. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

PUBLIC HEARING

(A) **The Lee County Board of Commissioner will hold a public hearing regarding the proposed 2023-2024 Budget.**

Vice-Chairman Singletary opened the Public Hearing.

Terry Brown asked that the roads within Callaway Lakes Subdivision be considered for resurfacing.

With no further comments or questions from the Board or audience, the Public Hearing was closed.

DEPARTMENTAL MATTERS

E-911 Center

(A) **Discussion of new telecommunications tower.**

Glenn Hendry, Executive Account Manager, and Art Harris, Project Manager, of Motorola was present to discuss the new telecommunications tower.

The tower project itself has been approved by the Board; the decision that needs to be made now is regarding the location of the tower. The purpose of this project is to place a telecommunications tower in the Northern end of the County to allow for more coverage in that area. Maps were provided to the Board in their packets as well as displayed for the audience. Mr. Hendry explained that the first map is showing the present coverage and the second map is showing coverage if the tower is placed at Fire Station 4, the proposed location. Mr. Harris stated that the 300 foot tower would have an approximate radius of 5 miles; adding any additional height would not greatly impact the range.

Commissioner Roland voiced concern over how the most Northeasterly corner of the County still had some unpainted area (area that is not rated to be within the 95% reliability factor). Mr. Hendry explained that the priority was to cover the City of Smithville, an area with a higher population density. Moving the tower from the proposed location and more towards the center of the County will then allow an unpainted area over the Smithville. Consultations were previously held with Sheriff's Office and Fire & EMS personnel who agreed with the placement. Mr. Hendry stated that if the will of the Board was to move the location, he would suggest moving it no further than half a mile to the east. Mr. Hendry also added that the unpainted areas do not indicate that there is zero coverage in an area, simply that it is less than 95%.

Commissioner Singletary added that utilization of Dougherty County's transmission sites allows for the coverage at the Southern end of the County. E-911 Director Nikkie Celinski explained that over a series of months, she searched for appropriate land areas to place the tower, but was unsuccessful when given multiple attempts to purchase land. Fire Station 4 was deemed as a great option because the County owns the land, there is room on the property for a tower, and it would be located at an area that is always monitored. Ms. Celinski also added that there will be room on the tower that can be leased for a company such as a cell phone provider, which will in turn provide revenue to the County.

Commissioner Guarnieri made the **MOTION** to approve the placement of the new telecommunications tower at Fire Station 4. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Singletary voting yea.

Fire & EMS

(B) **Consideration to approve repair on a fire engine.**

County Manager Christi Dockery stated that one of the fire trucks was in need of a new engine and that Fire & EMS staff are currently obtaining quotes for the project. No action was taken on this item.

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

(A) **Magistrate Court – Consideration to award the bid for Indigent Defense Services.**

Commissioner Guarnieri made the **MOTION** to award the bid to The Eidson Firm for Magistrate Court Indigent Defense Services at a cost of \$3,000.00 per month. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Singletary voting yea.

(B) **Consideration to appoint one (1) member to the Chehaw Park Authority for a term of three (3) years. Current term expires 06/30/2023. New term expires 06/30/2026. Letter of interest in reappointment received from George Walls.**

Commissioner Roland made the **MOTION** to reappoint George Walls to the Chehaw Park Authority for a term of three (3) years, expiring 06/30/2026. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary voting yea.

(C) **Consideration to appoint three (3) members to the Utilities Authority Board for a term of one (1) year. Current term expires 06/30/2023. New term expires 06/30/2024. Letter of interest in reappointment received from Arthur Ford, Levent Gokcen, and Victor Stubbs.**

Commissioner Roland made the **MOTION** to reappoint Arthur Ford, Levent Gokcen, and Victor Stubbs to the Utilities Authority Board for a term of one (1) year, expiring 06/30/2024. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

COUNTY MANAGER'S MATTERS

(A) **Updates on County projects.**

County Manager Christi Dockery discussed ongoing projects in the County: (1) The CDBG project for Palmyra Mobile Home Park in completed; (2) staff is working on the five year update to the comprehensive plan; (3) staff is also working with Superior Court Judge Sizemore on his requests for the courthouse

expansion project; and (4) staff has been requested to submit projects for SPLOST VIII.

- (B) **Consideration to authorize staff to put out a bid for Disaster Recovery Management, Disaster Debris Monitoring and Disaster Recovery Services. Current five (5) year contract expires September 30, 2023.** Commissioner Roland made the **MOTION** to authorize staff to put out a bid for Disaster Recovery Management, Disaster Debris Monitoring and Disaster Recovery Services. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.
- (C) **Consideration to approve an annual renewal lease for DFCS.** Commissioner Roland made the **MOTION** to approve an annual renewal lease for DFCS at a cost of \$3,066.50 per month. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

COMMISSIONER'S MATTERS

- (A) **Discussion of road projects.** County Manager Christi Dockery discussed the list of roads created by engineer Brent Davis and Public Works Director Danny Kenner. The roads listed are those that require the most maintenance and are in the worst shape, per maintenance records, and are presented as roads that are recommended for resurfacing in the next few years. The County has LMIG and TSPLOST funds for projects such as these; notification should be received soon regarding the 2024 LMIG application process.

Commissioner Roland discussed a stormwater issue in an area off of Hwy 32. There are three culverts and these culverts always get clogged with debris, causing the water to back up. Commissioner Roland suggested putting in a box culvert at the road sooner rather than later because of all the recent and upcoming rain. An estimate for this project was approximately \$30,000 - \$40,000. Vice-Chairman Singletary asked County Manager Christi Dockery to look into pricing and possible RFP options.

- (B) **Discussion of placing gates at the Pine Lakes subdivision greenspace.** Commissioner Walls began the discussion by stating that he would like to see gates similar to those at Pirate's Cove placed around the holding pond and greenspace area in question to prohibit vehicles from driving back there, while still allowing foot traffic. County Manager Christi Dockery added that if a gate is put in place, there needs to be room for parking around the entrance of said gate and added that signs could be added stating the area is closed from dusk until dawn. Commissioner Singletary agreed and asked if staff could get with Public Works and determine if the County has the necessary rights of way and even the room for a parking area. County Attorney Jimmy Skipper stated that he would like the Board to allow him time to review the relevant County ordinances to ensure conformity with greenspace codes. This item will then be brought up for discussion again at a future meeting.

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

- (A) **Discussion of proposed amendments to Chapter 70 of the Code of Ordinances of Lee County, Georgia (the Lee County Zoning Code), as required by 2022 Georgia Laws Act 881 (HB 1405).** County Attorney Jimmy Skipper summarized the text amendment stating that it allows for the County code to adhere to the changes brought forth by recent state legislation, effective July 1, 2023. These changes include updates to certain procedures such as changing some of the appeal process for zoning cases. This text amendment will have to go through the Planning Commission prior to being brought before the Board for a Public Hearing and vote.
- (B) **Discussion of a proposed amendment to Section 70-6 of the Code Ordinances of Lee County to revise the definition of "Home Occupation, Residential".**

County Attorney Jimmy Skipper summarized the text amendment stating that it includes changes to the definitions section, namely that of “Home Occupation, Residential”, with the intention of loosening requirements. This text amendment will have to go through the Planning Commission prior to being brought before the Board for a Public Hearing and vote.

(C) **Discussion of a proposed amendment to Chapter 70, Article III, Section 70-94 of the Code of Ordinances of Lee County, Georgia, relating to Greenspace.**

County Attorney Jimmy Skipper summarized the text amendment stating that the proposed changes were in accordance with the discussion held at the last commission meeting regarding lot sizes and acreage requirements. This text amendment will have to go through the Planning Commission prior to being brought before the Board for a Public Hearing and vote.

EXECUTIVE SESSION

NONE

PUBLIC FORUM

Citizens will be allowed to address the Board of Commissioners regarding any issues or complaints. Individuals should sign up prior to the start of the meeting.

Johnny Golden – Old Stage Road – Concerns regarding flooding

Cicily Florence – Interest in serving on the Southwest Georgia Regional Commission

Kathleen Fiorito– Concerns regarding issues within the Callaway Lakes Subdivision including water pressure, a park, and an abandoned home

ANNOUNCEMENTS

(A) The next regularly scheduled County Commission Meeting is **Tuesday, June 27, 2023 at 6:00pm.**

(B) The offices of the Lee County Board of Commissioners will be **closed Monday, June 19, 2023** in observance of Juneteenth. County offices will reopen Tuesday, May 30, 2023 for regular business hours. **Residential garbage services will be delayed one day for the rest of the week.**

ADJOURNMENT

The meeting adjourned at 7:22 PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/1948714678860332>

Lee County is a thriving vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and life long opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.

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The meeting rooms and buildings are handicap accessible.



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Employee Years of Service Recognition
MEETING DATE: Tuesday, June 27, 2023

Please recognize the following employees for their many years of service to Lee County:

- 5 years – Carl Randy James – Marshal’s Office/Code Enforcement
- 5 years – Kaitlyn Good – County Clerk
- 5 years – Timothy Ledden – Detention Officer – Corporal
- 25 years – Ira Houston – Utilities Authority



Lee County E-911 Emergency Response Department
110 Starksville Ave N
Leesburg, Ga 31763



TO: Honorable Board of County Commissioners
FROM: Nikkie Celinski, E-911 Director
SUBJECT: Tower Construction
MEETINGDATE: **Tuesday, June 27, 2023**

On September 13, 2022, the Board of Commissioners motioned to authorize staff to publish a Request for Proposals for the purchase and construction of a new telecommunications tower. The goal of this action being to increase Public Safety radio coverage in the Northern part of the County. Motorola has provided a quote, which includes the cost of the tower, site construction, and insurance of full NEPA, FAA, and SHPO compliance at a cost of **\$466,583.00**.

When we purchased the upgrades for the system, we also put in for a redundant 700 MHz system as a backup just in case the P25 System goes down. Once the Northern tower is built, this equipment will be installed. Once installed and calibrated, the equipment's one (1) year warranty will start.

Change Order No. 001
Date: June 21, 2023
Project Name: Lee County, GA 700MHz Radio System
Customer Name: Lee County, GA
Customer Project Mgr: Nikkie Celinski

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

This change order is to document the
 Construct a new RF site (Smithville) with a 300' Self Supporting Tower in place of the Neyami tower location.
 Tower will comply with existing contractual requirements (plus 25% growth).

- Engineering drawings to be sealed by registered Arkansas professional engineer.
- Custom foundation design unit base or drilled caisson if soil report is supplied
- **Tower fabricated in an AISC certified facility.**
- Hot dipped galvanized sections and components
- Solid rod construction of tower sections
- Angle diagonals for Pirod Truss Leg Sections
- Tower assembly hardware
- Horizontal members for climbing in Pirod Truss Legs and on all welded sections (in lieu of outside climbing ladder)
- Anchor steel with full-sized template to simultaneously position anchor bolts for all legs

Contract # 280611 / Lease Purchase # 25158 **Contract Date:** 10-13-21

In accordance with the terms and conditions of the contract identified above between Lee County, GA and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$ 1,337,477.00
Previous Change Order amounts for Change Order numbers through	\$ -
This Change Order:	\$ 466,583.00
New Contract Value:	\$ 1,785,060.00

Completion Date Adjustments

Original Completion Date:	10/30/22
Current Completion Date prior to this Change Order:	10/30/22



New Completion Date:	05/31/24
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Changes in Equipment: <i>(additions, deletions or modifications)</i> Include attachments if needed
Addition: U-30 x 300' Self Supporting Tower constructed of solid steel members.

Changes in Services: <i>(additions, deletions or modifications)</i> Include attachments if needed
Addition: Construction of RF Tower Site (Smithville) including full NEPA/SHPO/FAA

Schedule Changes: <i>(describe change or N/A)</i>
Schedule change to XXX. Full NEPA/SHPO/FAA is required for the construction of a new green space site (Smithville).

Pricing Changes: <i>(describe change or N/A)</i>	
300' Self Supporting Tower	\$219,604
Site Civil Modifications	\$225,729
Site Const Mgmt/Eng./NEPA/SHPO	\$21,250

Customer Responsibilities: <i>(describe change or N/A)</i>
<i>Lee County affirms that execution of this Change Order is the only Notice to Proceed that Motorola will receive for the term of this Agreement. The County does not need to issue a purchase order or other funding documentation in order to pay Motorola for this Change Order. Lee County will pay all proper invoices as received from Motorola solely against this Change Order. Upon execution of this Change Order, Customer will provide all necessary information to include on invoices for payment per this Agreement.</i>

Payment Schedule for this Change Order: <i>(describe new payment terms applicable to this change order)</i>
There are no changes in the payment terms or schedule. Terms and schedule are the same as the original contract and the lease agreement.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

Lee County, GA

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Reviewed by: _____
 Motorola Solutions Project Manager

Date: _____



Lee County E-911 Emergency Response Department
110 Starksville Ave N
Leesburg, Ga 31763



TO: Honorable Board of County Commissioners
FROM: Nikkie Celinski, E-911 Director
SUBJECT: UPS Purchase
MEETING DATE: Tuesday, June 27, 2023

A new Uninterruptible Power Supply battery backup system (UPS) is needed for the tower located on Highway 32 as the old one is no longer functioning. Motorola has provided a quote, which includes the transformer, transfer switch, factory set up, and a two (2) year warranty at a total cost of **\$33,998.83**. The UPS keeps the equipment running in the event of a power outage to allow time for the generator to start.



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: SUA+ Agreement
MEETING DATE: Tuesday, June 27, 2023

This proposal is to upgrade years 2024, 2025, 2026, 2027 and 2028 of the current Lee County SUA (System Upgrade Agreement) Contract to the new SUA+ that includes Platform Upgrades unlike the current SUA.

The SUA+ includes all hardware, software and installation services required to keep the Lee County P25 Radio System current and within the standard maintenance support per the original SUA. In addition, the SUA+ will include the platform upgrade of the Existing (4) MCC7500 Dispatch Consoles to the new AXS Consoles and new MC-Edge RTU equipment.

The total Five (5) year change order price of the SUA+ is **\$481,803.70** with annual payments as shown in the far right column:

<u>Year</u>	<u>Current SUA Contract</u>	<u>New SUA+ Annual Payments</u>
2024	\$126,587.26	\$222,948.00
2025	\$126,587.26	\$222,948.00
2026	\$126,587.26	\$222,948.00
2027	\$126,587.26	\$222,948.00
2028	\$126,587.26	\$222,948.00
Total (5) Years	\$632,936.30	\$1,114,740.00
SUA + Total Cost		\$1,114,740.00
Less Original SUA Total Cost		-\$ 632,936.30
Total Change Order Cost for SUA+		\$ 481,803.70

- The above pricing includes the 2023 Georgia State Contract discount
- The SUA+ can be cancelled with sixty (60) days written notice prior to the AXS console and the MC-Edge RTU upgrades.
- This pricing is valid until **September 14, 2023** due to equipment and labor price increases that will go into effect on 06-16-23 that Motorola will wave if purchased prior to September 14th.

Cost Justification of new SUA+ as opposed to the SUA that is currently under Contract

	2023 Cost	2027 Future Cost
Five (4) MCC7500 Consoles upgraded to AXS Consoles Current 2023 Cost \$136,000 per position or \$544,000 (\$136,000 x 4) . A Conservative 5% per year price increase was Used to calculate the 2027 Future Cost	\$544,000.00	\$661,235.00
 The 2023 cost of the MC-Edge RTU upgrade would be \$32,000.00 A Conservative 5% per year price increase was used to calculate the 2027 Future Cost of the upgrade	 \$ 32,000.00	 \$ 38,896.00
 Total Platform Upgrades paid for by SUA+	 \$576,000.00	 \$700,131.00
 Less SUA+ Cost	 <u>-\$481,803.70</u>	 <u>-\$481,803.70</u>
 SUA+ Savings in 2023 Cost of upgrades	 \$ 94,196.30	
 SUA+ Savings in Future Cost of upgrades		 \$ 218,327.30

- The SUA+ locks in 2023 equipment and services pricing
- The SUA+ pricing includes the 2023 Georgia State Contract Discount
- The SUA+ contract can be cancelled with sixty (60) days written notice prior to the two (2) platform upgrades (AXS Consoles and MC-Edge RTU) included in the SUA+
- The SUA+ platform upgrades include hardware, software, installation and project management
- The SUA+ Saves \$218,327.30 and spreads the upgrade cost of the upgrades over 5 years at 0% financing.
- The SUA+ Guarantees Lee County product availability prior to the end of life service dates of the Consoles and MC-Edge RTU equipment in 2028
- The Albany Core Equipment remains on the Original SUA

ASTRO 25 SYSTEM UPGRADE AGREEMENT PLUS (SUA+)



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

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Motorola Solutions, Inc.
3025 Windward Plaza, Suite 350
Alpharetta, GA 30005

June 16, 2023

Nikkie Celinski
Director
Lee County E-911
119 Pinewood Road
Leesburg, Ga. 31763

Dear Director Celinski,

Thank you for affording Motorola Solutions, Inc. ("Motorola") the opportunity to present this proposal for an SUA to SUA+ upgrade change order. This proposal is complete and includes the 2023 State of Georgia Contract pricing. Locking in 2023 pricing, this proposal is valid if purchased prior to September 14, 2023 avoiding the 2023 to 2024 product and labor price increases.

The SUA+ includes the P25 system software upgrades as was included with the original SUA but also includes Platform Upgrades not included with the current SUA. This will prevent the costly replacement of your current MCC7500 Dispatch Consoles and RTU's as these upgrades are included with the new SUA+.

This proposed SUA+ change order has been priced and submitted on the assumption that the Change Order contract to the original Maintenance Support and SUAll Purchase Agreement # USC000020843 provided, will be used as the contract between Motorola and Lee County for the sale and purchase of the SUA to SUA+ upgrade change order. In the future as in the past, Motorola stands ready to address the communications requirements of Lee County, Georgia with systems, service, and support second to none. If you should have any questions regarding this proposal, please call your local account executive, Glenn Hendry at 706-570-3693.

Thank you for your time and consideration.

Sincerely
Motorola Solutions, Inc.

Scott Hopkins
MSSI Vice President & Director Sales

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SYSTEM UPGRADE AGREEMENT PLUS (SUA+)

1.1 OVERVIEW

Utilizing the ASTRO® System Upgrade Agreement Plus (SUA+) service, Lee County (Customer) is able to take advantage of new functionality and security features while extending the operational life of the system and providing ASTRO® Platform Migrations specified in this document if and when necessary based on ASTRO® software support.

Motorola continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement (Agreement) between Motorola and the customer (Customer).

The Customer is required to keep the system within a standard support period as described in Motorola's [Software Support Policy \(SwSP\)](#).

1.2 SCOPE

As system releases become available, Motorola will provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade (System Upgrade) in each eligible System Upgrade window over the term of the agreement. The term of the agreement is listed in Table 1-2: Eligible System Upgrade Window. The eligible System Upgrade windows and their duration are illustrated in Table 1-2: Eligible System Upgrade Window. In addition to System Upgrades, the SUA+ can include the replacement of a product with the next generation of that product that is not within the same product family (Platform Migration). Select Platform Migrations can be included as specified later in this document.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 1-2: Eligible System Upgrade Window. Motorola may in its sole discretion automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

Table 1-1: SUA+ Term

Duration	5 Year(s)
-----------------	-----------

Table 1-2: Eligible System Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration:	Duration:	Duration:
2022-2024	2024-2026	2026-2028

The methodology for executing each System Upgrade is described in [Section 1.5](#). ASTRO® SUA+ pricing is based on the system configuration outlined in [Appendix B: System Pricing Configuration](#). This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA+ price adjustment.

The price quoted for ASTRO® SUA+ requires the Customer to choose a certified system upgrade path in [Appendix A: ASTRO® System Release Upgrade Paths](#). Should the Customer elect an upgrade path other than one listed in [Appendix A: ASTRO® System Release Upgrade Paths](#), the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

1.3 INCLUSIONS

Refer to Table C-6: SUA+ Coverage Table for more detailed information on the SUA inclusions referenced in this section.

1.3.1 System Upgrades

System Upgrade coverage includes the products outlined in [Appendix B: System Pricing Configuration](#) and does not cover all products. The ASTRO® SUA+ applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

1.3.2 ASTRO® Specified Platform Migrations

Listed below are the specified ASTRO® Platform Migrations included in the proposed SUA+. No other Platform Migrations are included unless specified below.

- MCC 7500 Console to AXS Console.
- G-Series Prime Site to Virtualized Prime Site.
- G-Series Site Controller to Next Gen Site Controller.
- SDM 3000 RTU to Next Gen RTU.

1.3.3 Subscriber Radio Software

The ASTRO® SUA+ makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to [Section 1.4.5](#) for further clarification on coverage.

1.4 LIMITATIONS AND EXCLUSIONS

The parties acknowledge and agree that the ASTRO® SUA+ does not cover the products and services detailed in this section.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation ¹	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners ² , Multicouplers ²
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

NOTE 1: May be included in Platform Migration at customer's request. These products are not included in the System Upgrade.

NOTE 2: May be included in Platform Migration for RFDS components embedded into ESS rack.

1.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

1.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA+ unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

1.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade and/or Platform Migration are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

1.4.4 Cloud Technology

Support for Customer provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA+ may change. Any changes to ASTRO® SUA+ required to achieve future regulatory or Customer specific compliance requirements are not included.

1.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA+ coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

1.5 GENERAL STATEMENT OF WORK FOR SYSTEM UPGRADES

1.5.1 Upgrade Planning and Preparation

All items listed in this section must be completed at least 6 months prior to a scheduled upgrade.

1.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected.



This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

1.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades, and the labor necessary to address any security upgrades backlog accumulation identified in [Section 1.5.1.1 Motorola Responsibilities](#), if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in [Section 1.5.1.1 Motorola Responsibilities](#). Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA+ is included in [Appendix B: System Pricing Configuration](#).
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA+. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA+ with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

1.5.2 System Readiness Checkpoint

All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.



1.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
- Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

1.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

1.5.3 System Upgrade

1.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

1.5.3.2 Customer Responsibilities

- Inform system users of System Upgrade plans and scheduled system downtime.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide System Upgrade services.

1.5.4 Upgrade Completion

1.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

1.5.4.2 Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

1.6 SPECIAL PROVISIONS

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA+ agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.



The SUA+ does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open Source Software.

ASTRO® SUA+ coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO® 7.x software version in the Customer's system or discontinues the ASTRO® SUA+ program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO® SUA+ applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.

The ASTRO® SUA+ annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination and the balance of payments owed in the SUA+ contract term if any Platform Migration has been completed prior to the point of termination.

The customer is covered for the specified Platform Migrations listed in Section 1.3 Inclusions. Specified Platform Migrations may be performed in conjunction with or separately from the eligible system upgrades. Motorola will work with the customer during the upgrade planning process to determine the best methodology and timing based on the level of effort and the customer's operational needs. In the event that the contract terminates prior to a specified Platform Migration being required, Motorola will work with the Customer to determine the appropriate timing of the Platform Migrations to fulfill the obligations of the contract. The timing of the deployment is intended to be when the existing platform is no longer supported by the next system release. The Parties may mutually agree to deployment timing.

The Customer acknowledges and agrees that it will appropriately destroy any equipment replaced as part of the agreed upon Platform Migration(s) and certify said destruction upon request.



APPENDIX A: ASTRO® SYSTEM RELEASE UPGRADE PATHS

The upgrade paths for standard ASTRO® system releases are listed in Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.

Table A-3: Certified Standard ASTRO® System Release Upgrade Paths

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to Current Shipping Release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in Table A-4: Certified High Security ASTRO® System Release Upgrade Paths.

Table A-4: Certified High Security ASTRO® System Release Upgrade Paths

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form "ASTRO® 7.x release 20YY.Z". In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV).

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Motorola's presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

APPENDIX B: SUA+ COVERAGE TABLE

This appendix includes a breakdown of coverage under the SUA+. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A "board-level replacement" is defined as any Field Replaceable Unit (FRU). Platform Migration coverage is included per platform if listed in Section [1.3.2: ASTRO® Specified Platform Migrations](#).

Table C-6: SUA+ Coverage Table

ASTRO® Certified Solution	System Upgrade			Platform Migration
	Equipment Provided by Motorola	Software	Hardware Full Product	
Servers	✓	✓		
Workstations	✓	✓		
Firewalls	✓	✓		
Routers	✓	✓		
LAN Switches	✓	✓		
CirrusNode	✓	✓		
MCC 7500 Voice Processing Module	✓		✓	Included if listed in Section 1.3.2
MCC 7500E Dispatch AIM	✓	✓		Included if listed in Section 1.3.2
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓		
AXS PDH Client (CommandCentral Hub)	✓	✓		
SDM 3000 Aux I/O	✓	✓		
MC Edge Aux I/O	✓	✓		
GTR 8000 Base Stations	✓		✓	Included if listed in Section 1.3.2
GCP 8000 Site Controllers	✓		✓	Included if listed in Section 1.3.2
DSC 8000 Site Controllers	✓	✓		
GCM 8000 Comparators	✓		✓	Included if listed in Section 1.3.2
Motorola logging interface equipment	✓	✓		
PBX switches for telephone interconnect	✓	✓		

SDM 3000 RTU	✓		✓	Included if listed in Section 1.3.2
Conventional Channel Gateway (CCGW)	✓	✓		
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓		
Verint IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓		
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✓	✓		
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✓	✓		

PLATFORM MIGRATION- MCC7500 CONSOLES TO AXS CONSOLES

Lee County currently utilizes Motorola's MCC 7500 Radio Consoles. A Platform Migration to AXS Radio Consoles will ensure a future-proof pathway to the next generation of dispatch consoles.

Motorola Solutions' CommandCentral AXS Dispatch Console reduces the barriers between systems in the Leesburg dispatch center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. CommandCentral AXS integrates the capabilities of other dispatch center technologies into a single, streamlined view. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set, a mission-critical IP network for transporting information and calls throughout the system, and robust integration capabilities with other dispatch center technologies.



Figure 2-1: One Screen, All the Resources Users Need

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways:

- **Next Generation Dispatch Experience** — Responds to touch, type, or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best

suits them. Extensive customization options, flexible deployment configurations, and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.

- **Pain-Free Enhancements** — Simplifies keeping up-to-date with new features, fixes, and security updates via Internet download with a valid subscription. This flexible approach to updates reflects the software focus of CommandCentral AXS, and allows the update process to work around differing schedules.
- **Purpose-built Dispatch Console Accessories** — Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.

This solution also provides a small physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

2.1 SYSTEM DESCRIPTION

This proposal to the Lee County includes the following:

- Four (4) CommandCentral AXS dispatch positions located at the Leesburg Dispatch Center.

2.1.1 Next Generation Dispatch Experience

CommandCentral AXS features a highly customizable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities from different applications and systems. The browser-based GUI's versatile option panels and scalable resources allow users to organize and customize their dispatch experience and make engagement more familiar and intuitive from shift to shift. Option panels can be relocated, exposed, or hidden as needed, giving dispatchers more control of what information they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.

CommandCentral AXS features flexible window positioning and assist panel capabilities for quick and efficient access to services such as:

- **Activity Log** — Provides an efficient point of reference for all incoming calls into a dispatch position, showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- **Patch Capabilities** — Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked and conventional resources.
- **Alert Tones** — Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch position software, but any combination of these default files may be replaced with customized .wav files to meet specific needs.
- **Channel Marker** — Enables dispatchers to send a periodically repeating piece of audio on radio resources, based on a customizable .wav file to meet the specific needs.

Flexible deployment options enable the GUI to be displayed on one or more dispatch position monitors allowing side-by-side or embedded views to better fit different dispatch workflows. This also gives users immediate access to necessary dispatch console features



wherever they need. These integrations are designed to evolve and meet future needs as workflows change.

2.1.2 Simplified Updates

CommandCentral AXS gives personnel greater control of the software update process. Based on policies set by the system administrator, dispatchers can decide when updates will best fit in their workflow to minimize interruptions and ensure software is up-to-date when it is needed most. Users can access these update deployments through the Cloud Software Hub.

With an AXS subscription service and Internet connectivity, users can perform the following actions:

- Download the latest CommandCentral AXS software release via the Cloud Software Hub.
- Manage software entitlement licenses.
- Access product documentation through via the Motorola Learning Solutions website.

2.1.3 Securing CommandCentral AXS

Robust authentication mechanisms are employed by CommandCentral AXS, meeting the industry standard requirements for authenticating users and ensuring only properly authorized personnel can access dispatch functionality, administration, and service tools.

The CommandCentral AXS Dispatch Console is continually tested against the latest US Federal Government cybersecurity guidelines. Any findings from that testing are analyzed and appropriate mitigation measures are identified and incorporated into the console. These are then made available to fielded AXS Dispatch Console systems via the Cloud Software Hub.

2.1.4 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights.

2.1.5 Secure Communications at the Console

CommandCentral AXS enables encryption from the dispatcher to the ASTRO 25 network, so that communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay. Please note that encrypted communications also require an encryption option on the subscribers along with the proper encryption key.



2.1.6 Reliability/Availability

The CommandCentral AXS solution delivers high availability and minimized user downtime in the event of failures. The AXS console continuously monitors software processes and hardware elements and in the event of failure will rapidly restart failed software processes or launch replacement services on the remaining healthy hardware elements.

2.2 CONSOLE CONFIGURATION

2.2.1 Proposed Configuration

Number of Dispatch Position Clients and Location

The CommandCentral AXS dispatch position client consists of the CommandCentral Hub running on a Windows Operating System.

The proposed solution provides Lee County the following dispatch positions at the indicated location:

Number of Dispatch Positions	Location Name
Four (4) CommandCentral AXS Dispatch Positions	Leesburg Dispatch Center

Dispatch Position Client Hardware

The CommandCentral AXS dispatch console solution can be enhanced through dispatch peripherals, such as speakers, microphone, headset jack, and footswitch. These peripherals are designed for 24/7 usage without degradation in performance or reliability.

The following hardware elements are included with each of the proposed CommandCentral AXS dispatch positions:

- One (1) CommandCentral Hub.
- One (1) Monitor.
- Two (2) Speakers.
- One (1) Microphone.
- Two (2) Headset jack boxes, bases, and tops.
- One (1) Footswitch.

2.2.1.1 Backend Equipment and Location

The following back end equipment will be installed in the radio equipment room at the Leesburg Dispatch Center.

- One (1) Server
- One (1) Firewall
- One (1) Conventional Site Controller
- One (1) MC-Edge AUX I/O Server

The existing routers, switches, Conventional Channel Gateways (CCGW), control stations, control station combiner and antenna network will be reused. The existing logging recorder and Archiving Interface Server (AIS) will also be reused.

2.2.2 Subscription Agreement

An annual subscription service is recommended, as part of the Lee County CommandCentral AXS solution, to secure the console and enhance dispatch capabilities over time. One year of subscription service is included in this proposal. Lee County will be able to access CommandCentral AXS application software releases, defect fixes, and access security patches. Some of the new features may require additional licensing.

A connection to the Cloud Software Hub (CSH) is required for software updates and security patches to be delivered on a frequent basis. In addition, the connection allows troubleshooting and resolution of issues to be resolved quickly.

Lee County will need to provide a CSH connection for the Leesburg Dispatch Center. It is typically made via a VPN tunnel through the internet. The VPN tunnel protects the information it is carrying from unauthorized people and prevents unauthorized access to the console site. The only destination accessible from inside the console site is the CSH. A Firewall is provided for the CSH connection.

2.3 STATEMENT OF WORK

The document delineates the general responsibilities between Motorola and Lee County, as agreed to by contract, for Motorola to deliver and install five (5) CommandCentral AXS Radio Dispatch Consoles at the Leesburg Dispatch Center.

Upon project kickoff, Motorola will provide a detailed Statement of Work for Lee County to review prior to implementation.

2.3.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola supplied equipment described above.
- Schedule the implementation in agreement with Lee County.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide Lee County with the appropriate system interconnect specifications.

2.3.2 Lee County Responsibilities

Lee County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Lee County's general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation as required.
- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Lee County's vendors or other contractors.



2.3.3 Assumptions

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

- Lee County maintains a current System Upgrade Agreement (SUA) with two or more years remaining on the SUA.
- Juniper enablement routers have been added to the regional core under the system's existing SUA.
- The Leesburg Dispatch Center has sufficient space, utilities, AC circuits, and HVAC capacity to install one additional rack of equipment in the radio equipment room.
- Each console position has adequate space, and receptacles to install the CCHub and peripherals in parallel with the MCC 7500 dispatch position during cutover.
- Lee County is to provide Ethernet connectivity from Leesburg Dispatch Center to the Albany regional Core for the CommandCentral AXS connectivity to the Core and connectivity to the CommandCentral Cloud Software Hub (CSH).
- The Lee County SUA+ extends to Motorola provided console hardware and software. Third-party interface developments may be necessary to maintain operations with the advancing technology. The SUA+ covers the Motorola console software and hardware components, it does not cover third party product and interface efforts.



PLATFORM MIGRATION SDM 3000 TO MC-EDGE REMOTE TERMINAL UNIT

3.1 OVERVIEW

Motorola has announced the end-of-life (EOL) for the SDM3000 Remote Terminal Units (RTUs). This proposal includes a platform upgrade from the SDM3000 RTU to the MC-Edge, the next generation RTU platform. The MC-Edge enables the Unified Event Manager (UEM) to acquire information regarding the fault and configuration of elements/devices in sites.

Each SDM3000 RTU in the existing Lee County system will be replaced with a new MC-Edge RTU.



PRICING SUMMARY

This proposal is to upgrade years 2024, 2025, 2026, 2027 and 2028 of the current Lee County SUA (System Upgrade Agreement) Contract to the new SUA+ that includes Platform Upgrades unlike the current SUA.

The SUA+ includes all hardware, software and installation services required to keep the Lee County P25 Radio System current and within the standard maintenance support per the original SUA. In addition, the SUA+ will include the platform upgrade of the Existing (4) MCC7500 Dispatch Consoles to the new AXS Consoles and new MC-Edge RTU equipment.

The total Five (5) year change order price of the SUA+ is **\$481,803.70** with annual payments as shown in the far right column:

Year	Current SUA Contract	New SUA+ Annual Payments
2024	\$126,587.26	\$222,948.00
2025	\$126,587.26	\$222,948.00
2026	\$126,587.26	\$222,948.00
2027	\$126,587.26	\$222,948.00
2028	\$126,587.26	\$222,948.00
Total (5) Years	\$632,936.30	\$1,114,740.00
SUA + Total Cost		\$1,114,740.00
Less Original SUA Total Cost		-\$632,936.30
Total Change Order Cost for SUA+		\$481,803.70

The above pricing includes the 2023 Georgia State Contract discount

The SUA+ can be cancelled with sixty (60) days written notice prior to the AXS console and the MC-Edge RTU upgrades.

This pricing is valid until September 14, 2023 due to equipment and labor price increases that will go into effect on June 16, 2023 that Motorola will wave if purchased prior to September 14, 2023



SECTION 5

CONTRACTUAL DOCUMENTATION/CHANGE ORDER

Contractual Documentation/Change Order is included on the pages that follow.



Change Order No. 001

Date:

Project Name: Lee County SUA +

Customer Name: Lee County, Georgia

Customer Project Mgr:

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Lee County will be upgraded to an SUA+ per the terms of the Motorola proposal dated June 16, 2023 for the remaining years of the original SUA (2024, 2025, 2026, 2027 and 2028).

Contract # SUAll Agreement #USC000020843

Contract Date: 10-01-18

In accordance with the terms and conditions of the contract identified above between the Decatur County and Motorola Solutions, Inc., the following changes are approved:

CONTRACT PRICE ADJUSTMENTS

Original Contract Value for remaining Five (5) years:	\$632,936.30
Previous Change Order amounts for Change Order numbers through	\$0.00
This Change Order:	\$481,803.70
New Contract Value:	\$1,114,740.00

Changes in Equipment: *(additions, deletions or modifications)* Include attachments if needed

Per the terms of the Motorola proposal dated June 16, 2023.

Changes in Services: *(additions, deletions or modifications)* Include attachments if needed

Per the terms of the Motorola proposal dated June 16, 2023.

Schedule Changes: (describe change or N/A)
N/A

Pricing Changes: (describe change or N/A)
Per the terms of the Motorola proposal dated June 16, 2023.

Customer Responsibilities: (describe change or N/A)
N/A

Payment Schedule for this Change Order: (describe new payment terms applicable to this change order)
Per the terms of the Motorola proposal dated June 16, 2023.

Purchase Order Requirements for this Change Order

No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

Lee County

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

**LEE COUNTY
CURRENT BOARD VACANCIES**

Candidates appointed by the Lee County Board of Commissioners are required to live in Lee County. If you would like to be considered for appointment to a County Volunteer Board, please submit a letter of interest including any certificates, resumé, or related documents you want to be considered or complete the Volunteer Board application. For additional information on these Volunteer Boards, see the Lee County website or contact the Deputy County Clerk.

Payton Harris, Deputy County Clerk
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, Ga. 31763
(229) 759-6000
www.lee.ga.us
payton.harris@lee.ga.us

Vacancies will be open until filled.

Current Volunteer Board Vacancies

	Vacancies	Expires	Term
Regional Commission Council of Southwest Georgia	1	01/01/2024	1 Year

Upcoming Volunteer Board Vacancies

	Vacancies	Expires	Term
Housing Authority Board – Lee County	1	08/31/2023	5 Year
Health Board of Lee County	1	12/31/2023	6 Year
Hospital Authority of Lee County	1	12/31/2023	1 Year
Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties	1	12/31/2023	1 Year
Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties	1	12/31/2023	2 Year

*Denotes one vacancy being held “By Virtue of Office”

Regional Commission Council of Southwest Georgia

District	Name & Address	Term	Appointing Authority
Virtue of Office	TBD	By Virtue of Office	County
Public Sector	Chad Griffin 140 Northwood Drive Leesburg, GA 31763	1 Year Term Expiring on 01/01/2024	County, Leesburg, and Smithville
Private Sector	VACANT	1 Year Term Expiring on 01/01/2024	County
1	Dwight Hickman P.O. Box 213 Smithville, GA 31787	1 Year Term Expiring on 01/01/2023	Leesburg and Smithville

Members must be Lee County citizens.

Meetings are held at 6:30 PM on the last Thursday of each month at different locations, to be announced.

Suzanne Angell - Executive Director

Email: sangell@swgrc.org

Anna Singletary, Executive Assistant

Telephone: (229) 522-3552; FAX (229) 522-3558.

Staggered one year terms

Non-Elected Officials: \$25 travel reimbursement

Complimentary dinner provided

Kaitlyn Good

Subject: FW: County Volunteer Board

Begin forwarded message:

From: Cicily Florence
Date: June 13, 2023 at 8:23:47 PM EDT
To: Christi Dockery <cdockery@lee.ga.us>
Subject: County Volunteer Board

Hello Christi,

This is a formal letter of interest for myself Cicily Florence. I would like volunteer for county board appointment position with the Southwest Regional Commission. I am interested in learning more about how we can grow Lee county's economic development. Our youth need and serve the best of the best.

I have been a resident in Lee county for the last six years. I have two daughters who attended the Lee county school system. My oldest graduated in 2019 from Lee county high school. My youngest will be a junior and participants in soccer and other sports.

I look forward to hearing from you.

Cicily C. Florence



MEMORANDUM

LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: County Updates

2021 CDBG

- Palmyra Mobile Home Park project
- Project application submitted June 4, 2021
- Pre-Application Public Hearing held September 22, 2020
- Recommended County match at \$100,000.00
- \$469,284.00 grant amount awarded to Lee County on September 27, 2021
- Kick-off Meeting – December 2021
- Chad Griffin, Still Waters Engineering, verified the property lines
- Utilities Authority approved easements on September 15, 2022
- RFP for Water Extension services published September 6, 2022
 - Bid Opening: October 11, 2022
 - BOC awarded bid on October 11, 2022 to Zane Grace Construction for a base bid of \$541,810.78
 - November 30, 2022: Pre-Construction Meeting held with the contractor, engineers, and representatives of DCA, the County, and the Utilities Authority
 - MHP owners have signed the easement documents.
- Fire hydrants installed on Palmyra Road
- Lee County will be eligible for a FY 2024 CDBG project
- Project Completed

Agricultural Complex

- Located on 100 acres on Leesburg Bypass — 231 State Route 3
- Proposed plans provided July 29, 2020
 - Including: A boating access point at the creek's edge, the agricultural complex, walking trails, and campsites
- Resolution adopted and lease agreement signed on September 22, 2020 with Georgia Department of Natural Resources for a Boat Ramp
 - Renewed January 11, 2022
 - Estimated Start Date: Fall 2023
 - DNR hired EMC Engineering to survey property for canoe/kayak ramp
 - DNR staff notified us that the DNR Commissioner has signed the Boat Ramp agreement for the Lee County construction project
 - Engineering design will begin in January 2023
- Improvements to the Property
 - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
 - Bobby Donley, Lanier Engineering, provided proposed site plan
 - Proposal submitted to the BOC for review

- Trails: ¾ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
 - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
 - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
 - Defining the road
 - Rocking the area on top of the ridgeline for a parking area
 - Placing a gate at the trailhead so that the area can be closed to public for safety during high water events
- Planning/Designing Committee created by the Board at the May 11, 2021 meeting
 - **Committee Members:** Art Ford, Tim Sumners, Tom Sumners, Bobby Donley, Lisa Davis, David Dixon, Judy Powell, Commissioner Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey, Chief Marshal Jim Wright
 - **First Meeting:** June 14, 2021
 - **Second Meeting:** November 15, 2021
 - **Third Meeting:** January 11, 2022

2020 Census Numbers

- Lee County: 33,179
- Smithville: 593
- Leesburg: 3,480

2021 Census Numbers

- Lee County: 33,411

Commercial Land Development Permits

- Ace Hardware Store
- Action Building
- Artesian City Federal Credit Union
- DeSoto Silicon Ranch Phase II & III
- Finish Line Storage 2
- Ledo Self Storage 2
- Oaklee Investment, LLC
- Woodgrain Millwork

GIS

Road Layer

- Including road width, length, and speed limits

Utilities Mapping Project

- Purpose: To map all utilities in Lee County
 - Includes water mains, water valves, water towers, fire hydrants, sewer lines, sewer manholes, sewer pump stations, fiber, gas, telephone, etc. as well as feature type, pipe size, pipe material, valve size
 - Also mapping greenspace, stormwater holding ponds, Haz Mat lots, etc.
- Goal: To have an internet map in ArcGIS Online where utility workers can view utility maps on a tablet in the field.

Gymnasium Renovation

- Project overseen by Bill Walter, Masonry Restoration Technologies & Services, LLC
- On December 14, 2021, the Board voted unanimously to allow the Courthouse Annex Window Sealant Project and the Gymnasium Window Replacement Project to be added to the existing contract for the Tharp Building Restoration Project for an estimated cost of \$56,840.00
- Project Completed: June 2023

LMIG Funds

- **FY2023**
 - Application Submitted October 18, 2022
 - Roads: Lumpkin Road West, Quail Street, Northwood Drive, Stanley Street, Cannon Drive, Balmoral Drive, Elgin Court, Montrose Drive, Brittany Lakes Drive, Fairethorne Drive, Graves Springs Road, Heathridge Court, Hearthstone Drive, Sterling Drive, Pewter Court, Willow Lake Drive, Fair Oaks Court, Hickory Ridge Court, Cedric Street, Ravenwood Court, Maplewood Court, and Sportmans Club Road. Striping remains to be completed.
 - Funds Received from GDOT: \$627,424.76
 - Total, with 30% match from Lee County: **\$815,652.19**
 - BOC awarded bid on December 13, 2022 to Reeves Construction Company for **\$1,977,781.35**
 - Completed: May 2023

Sidewalks

- Georgia Department of Transportation, GDOT, has approved the City of Leesburg's request for funding assistance for sidewalks on State Route 3, State Route 32, and Firetower Road
- GDOT is committing up to \$304,000.00, or 70% of the project cost, whichever is less
- December 22, 2022: Board voted to pay the County's share of the cost for sidewalks on Firetower Road (\$13,500.00)
- Ongoing project

Smithville Road Bridge

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements received from adjoining property owners and recorded
- Estimated Start Date: Summer 2023
 - Detour will be implemented during this construction.

Speed Limit Ordinance

- Approved by BOC at April 26, 2022 meeting
- Staff has submitted documents to GDOT
- Requested DOT examine Old Leesburg Road/State Route 133
- Awaiting GDOT review and approval

SPLOST VII

- Collection: October 1, 2019 - September 30, 2025

SPLOST VIII

- Possible Ballot Year: November 2024

Storm Drainage Repair/ Holding Ponds

- Lumpkin Road
 - BOC approved a contract with Lanier Engineering to survey in March 2020
 - Survey completed June 2020
 - BOC currently reviewing plans and options
- Liberty Holding Pond (Doublegate)
 - BOC approved a contract with engineer Mike Talley to design
 - BOC approved a contract with Lanier Engineering to survey in February 2019
 - Under review

TSPLOST

- Collection: April 1, 2019 - March 31, 2024

TSPLOST II

- Joint meeting held Tuesday, June 21, 2022 at 5:00pm
- Voters approved continuation of TSPLOST II - November 8, 2022 Election

- Collection: April 1, 2024 – March 31, 2029

Westover Extension

- GDOT project - DARTS support
- Will connect Westover Road and Ledo Road at Capstone Connector
- Oxford has begun work
- Staff is working with DARTS on signal and safety issues for Ledo Road intersection
- Estimated Completion Date: December 2024

RFPs and RFQs

Open

There are no open RFPs or RFQs at this time.

Recently Awarded

Indigent Defense Services for Magistrate Court

- Bid Opening: May 23, 2023
- BOC awarded bid on June 13, 2023 to **The Eidson Firm** at a cost of \$3,000.00 per month
- Board voted to table the bid on April 11, 2023 and republish after an original bid opening on April 6, 2023

Administrative and Related Grant Services for the CDBG

- Bid Opening: May 7, 2023
- BOC awarded bid on May 23, 2023 to **Roberson and Associates**

Engineering and/or Architectural Grant Services for the CDBG

- Bid Opening: May 9, 2023
- BOC awarded bid on May 23, 2023 to **Still Waters Engineering**

Inmate Medical Services

- Bid Opening: April 27, 2023
- BOC awarded bid on May 9, 2023 to **Southern Health Partners**
- Base pricing of \$418,800.00 annually and with added Dental and Mental Health, will bring the first year's price to \$440,264.00
- Will increase by 4% the second and third year of the contract
- Service to begin July 1, 2023

Future

Elections and Registration Office Renovation

- Approved by BOC at April 11, 2023 meeting
- Staff writing RFP documents

Fencing

- Approved by BOC at April 25, 2023 meeting
- Staff writing RFP documents
- To be placed at several County facilities
- Projected Bid Opening: July 2023

Telecommunications Tower

- Approved by BOC at September 13, 2022 meeting
- To be located at Fire Station 4
- Will increase Public Safety radio coverage in the County
- Staff finalizing RFP documents

- Projected Bid Opening: TBD

Courthouse Window Coverings

- Approved by BOC at May 25, 2021 meeting
- Pre-Bid Meeting: October 18, 2022
- Project to be reopened at a future date
- Projected Bid Opening: TBD

LED Lighting in the Fire Stations

- Previous Pre-Bid Meeting: September 20, 2022
- Previous Bid Opening: October 19, 2022
- Results brought to the Board on October 25, 2022
 - Bids rejected
- Bid documents to be reviewed and revised
- Project to be reopened at a future date
- Projected Bid Opening: TBD

LED Lighting in all County Buildings

- Approved by BOC at March 23, 2021 meeting
- Projected Bid Opening: TBD

ADA Compliant Website

- Staff writing RFP documents
- Projected Bid Opening: TBD

County Building Painting Services

- Approved by BOC at March 23, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

Flooring Services for County Buildings

- Approved by BOC at April 27, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

Extended Sewer Installation on Hwy 19

- Approved by BOC at June 22, 2021 meeting
- Staff writing RFQ documents
- Projected Bid Opening: TBD

**Lee County Board of Commissioners
Budget Amendment Form**

Budget Year

2023

Budget Amendment Number:

2023-1

Page 1

Purpose of Request:

To adjust for year end purposes

Finance Comments

To make line item adjustments for year end

Finance Recommendation:

Recommend Approval
 Recommend Denial
 No Recommendation

A MOTION TO ACCEPT THIS BUDGET AMENDMENT WAS MADE BY COMMISSIONER _____

SECONDED BY COMMISSIONER _____ MOTION WAS THEN

() ADOPTED / () DEFEATED BY A VOTE OF _____

DATE: _____

Item No.	Dept/Acct Name	Fund & Division Nbr.	Division Name	Account No.	Current Budget	Increase	Decrease	Amended Budget
1	Timber Tax	100		311120	(30,000.00)	(11,938)		(41,938)
	Property Tax Current	100		311100	(13,206,500.00)	(124,576)		(13,331,076)
3	Mobile Home Taxes	100		311320	(58,000.00)	(12,663)		(70,663)
5	Business Occupational Tax	100		316100	(105,100.00)	(5,018)		(110,118)
6	Insurance Premium Tax	100		316200	(1,960,436.00)	(256,168)		(2,216,604)
7	Financial Institution Tax	100		316300	(38,000.00)	(4,887)		(42,887)
8	Penalties & Int Property Taxes	100		319100	(85,000.00)	(17,296)		(102,296)
9	Alcoholic Licenses	100		321100	(33,000.00)	(3,325)		(36,325)
10	Beer-Retail Sales	100		321115	(185,100.00)	(4,997)		(190,097)
11	Zoning Fees	100		322210	(44,000.00)	(50,000)		(94,000)
12	Other Misc Grants	100		334004	-	(28,884)		(28,884)
13	CDBG 21P-Y-088-1-6221	100		334013	-	(413,868)		(413,868)
14	Election Qualifying Fees	100		341910	-	(1,111)		(1,111)
15	Ambulance Fees	100		342600	(650,000.00)	(60,000)		(710,000)
16	Registration Fees	100		347501	(41,000.00)	(7,526)		(48,526)
17	Credit Card Fees	100		349902	132,900.00	21,000		153,900
18	Sup Ct Clerks Authority	100		351111	(15,000.00)	(15,728)		(30,728)
19	Victims Assistance	100		351152	(200.00)	(3,259)		(3,459)
20	Fines and Forfeitures	100		351900	(55,000.00)	(17,267)		(72,267)
21	Checking Account Interest	100		361000	(5,900.00)	(41,800)		(47,700)
22	Georgia Fund One (LGIP)	100		361800	(5,150.00)	(500,075)		(505,225)
23	Other Misc Revenue	100		389000	(1,000.00)	(62,210)		(63,210)
24	Transfer To/From ARPA	100		391080	-	(1,119,058)		(1,119,058)
25	Sale of Fixed Assets	100		392100	(50,000.00)	(10,189)		(60,189)
26	CDBG 21P-Y-088-1-6221	100	1110	572206	-	485,464		485,464
27	Contingency	100	1110	579000	384,514.00	602,048		986,562
28	Salaries - OT	100	1320	511300	-	2,027		2,027
29	Retirement	100	1320	512400	22,400.00	38		22,438
	Salaries - PT	100	1400	511120	39,100.00		8,885	30,215
30	Overtime	100	1400	511300	-	8,876		8,876
31	Retirement	100	1400	512400	6,700.00	9		6,709
32	Other Capital Equip	100	1400	542500	-	11,730		11,730
33	Professional Services	100	1535	521200	193,216.28	36,000		229,216
34	Retirement	100	1535	512400	6,300.00	10		6,310
35	Overtime	100	1545	511300	-	1,229		1,229
36	Retirement	100	1545	512400	11,900.00	21		11,921
37	Court Costs	100	1545	521120	6,000.00	4,601		10,601
38	Professional Services	100	1545	521200	23,500.00	3,725		27,225
39	Other Equip R&M	100	1545	522205	-	3,872		3,872
40	Postage and Shipping	100	1545	523220	18,000.00	5,391		23,391
41	Advertising	100	1545	523300	5,000.00	2,104		7,104
42	Training Seminar Costs	100	1545	523700	300.00	185		485
43	Salaries	100	1550	511000	253,472.00		1,387	252,085

Lee County Board of Commissioners
Budget Amendment Form

44	Salaries - OT	100	1550	511300	-	1,366		1,366
45	Retirement	100	1550	512400		20		20
46	Postage and Shipping	100	1590	523220	4,400.00	1,800		6,200
47	Waste Disposal Fees	100	1590	523610	3,035,520.00	200,000		3,235,520
48	Salaries - OT	100	1590	511300	-	320		320
49	Retirement	100	1590	512400	3,200.00	7		3,207
	Postage and Shipping	100	1590	523220	4,400.00	2,716		7,116
50	Salaries - OT	100	2150	511300	-	5,454		5,454
51	Retirement	100	2150	512400	13,400.00	24		13,424
52	Salaries - OT	100	2400	511300	6,000.00		3,700	2,300
53	Salaries - PT	100	2400	511120	8,300.00	3,683		11,983
54	Retirement	100	2400	512400	11,500.00	17		11,517
55	Salaries PT	100	2450	511120	34,300.00	8,700		43,000
56	Retirement	100	2450	512400	14,800.00	23		14,823
57	Professional Services	100	2450	521200	400.00	1,717		2,117
58	Ed Travel Training	100	2450	523500	2,800.00	972		3,772
59	Telephones	100	2700	523215	-	1,276		1,276
60	Indigent Legal	100	2900	521250	35,500.00	6,318		41,818
61	Salaries	100	3100	511000	3,156,886.00		175,000	2,981,886
62	Salaries PT	100	3100	511120	609,100.00		85,000	524,100
63	Salaries OT	100	3100	511300	-	282,945		282,945
64	Retirement	100	3100	512400	141,200.00	275		141,475
65	Unemployment	100	3100	0	5,372.35			5,372
66	Fuel	100	3100	531270	85,000.00	20,489		105,489
67	Salaries	100	3300	511000	2,690,963.00		155,685	2,535,278
68	Salaries - OT	100	3300	511300	55,800.00	155,000		210,800
69	Retirement	100	3300	512400	13,900.00	685		14,585
70	Rollig Stock	100	3300	548800	-	31,403		31,403
71	Salaries	100	3325	511000	1,028,658.00		50,000	978,658
72	Salaries - OT	100	3325	511300	56,700.00	50,000		106,700
73	Salaries PT	100	3700	511120	700.00	6,850		7,550
74	Vehicle R&M	100	3700	522210	500.00	159		659
75	Travel Costs	100	3700	523500	1,000.00	2,093		3,093
76	Dues	100	3700	523600	225.00	225		450
77	Seminar Costs	100	3700	523700	720.00	360		1,080
78	Fuel	100	3700	531270	650.00	180		830
79	Salaries	100	3910	511000	88,000.00	1,300		89,300
80	Salaries OT	100	3910	511300	1,300.00	5,260		6,560
81	Retirement	100	3910	512400	4,100.00	8		4,108
82	Rolling Stock	100	1565	548800	45,000.00		45,000	-
83	Rolling Stock	100	3910	548800		45,000		45,000
84	Salaries	100	4200	511000	1,228,685.00		5,582	1,223,103
85	Salaries - OT	100	4200	511300	10,200.00	5,490		15,690
86	Retirement	100	4200	512400		92		92
87	Salaries	100	5500	511000	59,000.00		3,500	55,500
88	Salaries - PT	100	5500	511120	-	3,500		3,500
89	Retirement	100	5500	512400	9,131	3,813		12,944
90	Salaries - PT	100	6100	511120	24,368		2,916	21,452
91	Salaries - OT	100	6100	511300	15,000	2,039		17,039
92	Retirement	100	6100	512400	10,600	16		10,616
93	Vehicle R&M	100	6100	521200	1,500	9,900		11,400
94	Ground Field Maint	100	6100	522212	10,000	1,465		11,465
95	Rent Lease Equip	100	6100	522320	2,200	731		2,931
96	Contractual	100	6100	523000	32,000	1,390		33,390
97	Cellular	100	6100	523210	3,000	128		3,128
98	Telephones	100	6100	523215	1,000	1,090		2,090
99	Dues	100	6100	523600	560	80		640
100	Office Supplies	100	6100	531101	650	300		950
101	Recreation Programs	100	6100	531140	45,000	9,300		54,300
102	Water	100	6100	531210	26,000	1,582		27,582
103	Electricity	100	6100	531230	32,000	900		32,900
104	Uniforms	100	6100	531750	600	203		803
105	Computer Equipment	100	6100	542410	1,000	99		1,099
106	Salaries	100	7220	511000	317,420		2,025	315,395
107	Salaries - OT	100	7220	511300	500	2,000		2,500
108	Retirement	100	7220	512400	14,000	25		14,025
109	Salaries	100	7400	511000	236,163		61,941	174,222
110	Salaries - OT	100	7400	511300	-	1,600		1,600
111	Retirement	100	7400	512400	10,400	19		10,419
112	Professional Services	100	7400	521200	77,678	84,333		162,011
113	Salaries	100	7450	511000	179,555	23,500		203,055
114	Salaries - OT	100	7450	511300	7,900	10,300		18,200
115	Retirement	100	7510	512400	3,600	6		3,606
116	Interfund Transfer Landfil	100	9000	611003	149,272	50,000		199,272

**Lee County Board of Commissioners
Budget Amendment Form**

117	Capital Lease Principal	100	9950	581201	-	1,119,058		1,119,058	
118	Election Supplies	100	1400	521105	17,056	14,606		31,662	
119	Salaries	100	1565	511000	183,417		1,822	181,595	
120	Salaries - OT	100	1565	511300	600	1,733		2,333	
121	Retirement	100	1565	512400	8,200	12		8,212	
122	Salaries	207	3800	511000	492,875		12,045	480,830	
123	Salaries - OT	207	3800	511300	59,400	12,000		71,400	
124	Retirement	207	3800	512400	24,200	45		24,245	
125	Salaries - OT	511	0	511300	-	320		320	
126	Retirement	511	0	512400	2,900	6		2,906	
127	Bldg and Facilities	511	0	522200	500		326	174	
128	Waste Disposal Fees	511	0	523610	141,313	50,000		191,313	
129	Transfers from General Fund	511	0	391001	(149,272)	(50,000)		(199,272)	
Total Revenue Increases/Decreases					-	614,814	614,814	-	
					(1,014,619)	614,814	614,814	(1,014,619)	Exp Decr
									0

**RESOLUTION
ADOPTING FY 2023-2024 BUDGET**

WHEREAS, the county's fiscal year begins July 1, 2023 and ends June 30, 2024; and

WHEREAS, state law requires that each county operate under a balanced budget adopted by ordinance or resolution; and

WHEREAS, the annual budget can be amended during the fiscal year to adapt to changing governmental needs; and

WHEREAS, the County Manager and Finance Director compiled a proposed budget stating the anticipated revenues by source and expenditures by department for the proposed fiscal year, the current fiscal year, as well as the previous fiscal year; and

WHEREAS, the County Manager distributed proposed budgets to the Board of Commissioners and Department Heads first on April 10, 2023 and displayed a copy of the proposed budget in the County Clerk's Office for public review, and provided the Lee County Ledger, Albany Herald, Fox 31 TV, SouthGA TV (WSWG) and WALB TV with a copy of the proposed budget upon request; and

WHEREAS, the County Clerk notified the public, through a newspaper advertisement, email, and County Website that the proposed budget is available for review online on the County Website, in the County Clerk's Office, and at the Lee County Library Leesburg Branch, 245 Walnut Avenue South, Leesburg, GA, Lee County Library Redbone Branch, 104 Thundering Springs Road, Leesburg, GA, Lee County Library Smithville Branch, 116 Main Street, Smithville, GA, and the Lee County Library Oakland Branch located at 445 Oakland Parkway West, Leesburg, GA during normal operating hours and the time and date of the public hearing; and

WHEREAS, the Board of Commissioners conducted a public hearing on June 13, 2023 to discuss the proposed budget; and

WHEREAS, the County Clerk notified the public, through a newspaper advertisement, email, and County Website that the proposed budget is available for review online on the County Website, in the County Clerk's Office, the Lee County Library Leesburg Branch located at 245 Walnut Avenue South, Leesburg, GA, Lee County Library Redbone Branch, 104 Thundering Springs Road, Leesburg, GA, Lee County Library Smithville Branch, 116 Main Street, Smithville, GA, and the Lee County Library Oakland Branch located at 445 Oakland Parkway West, Leesburg, GA during normal operating hours; and

WHEREAS, the County Clerk notified the public, through a newspaper advertisement and County Website, of the adoption of the budget;

WHEREAS, the Board of Commissioners adopts the budget on June 27, 2023, whereby the General Fund Revenues and Other Financing Sources total \$32,564,626, General Fund Expenditures and Interfund Transfers total \$32,564,626, the Enterprise Funds' revenues and expenditures total \$5,294,305, and the Special Revenue Funds' revenues and expenditures total \$11,599,140 for a total annual budget, adjusted for Interfund transfers, of \$49,458,071.

THEREFORE, BE IT RESOLVED, that the Lee County Board of Commissioners hereby adopts the FY 2023-2024 budget, as provided herein.

So resolved this 27th day of June, 2023.

LEE COUNTY BOARD OF COMMISSIONERS

Billy Mathis, Chairman

Attest: _____
Christi Dockery, County Manager



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners

SUBJECT: USDA Renewal Lease

MEETING DATE: Tuesday, June 27, 2023

MOTION/RECOMMENDATION

Discussion of the renewing the lease for USDA, located at 101 North Main Street in Leesburg for a term of five (5) years. Staff recommends approval.

BACKGROUND

The current lease with USDA will expire on December 31, 2023. The current lease, effective January 1, 2021, details an annual lease amount of \$23,266.08 payable at the rate of \$1,938.84 per month representing \$9.06 per square foot for 2,568 net usable square feet.

The USDA is in the process of acquiring a new/replacing long term lease for the Farm Production and Conservation (FPAC), however, the project schedule shows that the completion of this project will not be completed by the expiration date of the current lease. Therefore, USDA FPAC is looking to extend the current lease to allow time for the USDA to work on the acquisition of a long-term lease.

The proposed lease renewal includes the following changes:

- Lease Extension Term – A five-year term, with a 120-day termination right
- Incorporation of updated FAR Clause 52.204-25 to this lease extension - *attached*

ATTACHMENTS

FAR Clause 52.204-25

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

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

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

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR: _____ GOVERNMENT:

FAR Clause 52.204-25
AUG 2020

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

LESSOR: _____ GOVERNMENT:

FAR Clause 52.204-25
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(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

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

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

LESSOR: _____ GOVERNMENT:

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