



**Application Guidance  
Wireless Communities Georgia  
Round 2**

**Georgia Technology Authority  
Release: August 9, 2007**

**Applications Due: September 28, 2007**

# Table of Contents

<b>1.0 Executive Summary</b> .....	<b>3</b>
<b>2.0 Program Overview</b> .....	<b>4</b>
2.1 Program Intent.....	4
2.2 Objectives .....	4
2.3 Eligible Applicants .....	5
2.4 Eligible Activities.....	5
2.5 Eligible Business Models .....	5
2.6 Eligible Technologies.....	5
2.7 Community Assets.....	6
2.8 Definitions .....	6
<b>3.0 Wireless Requirements</b> .....	<b>7</b>
3.1 Minimum Requirements.....	7
3.2 Additional Considerations and Background.....	7
<b>4.0 Program Timeline</b> .....	<b>8</b>
<b>5.0 Program Phase Descriptions</b> .....	<b>9</b>
5.1 Application Period.....	9
5.2 Application Evaluation .....	10
5.3 Notification of Recipients and Memorandum of Understanding.....	11
5.4 Project Period of Performance.....	11
5.4.1 Project Phases .....	11
5.4.2 Reporting Requirements.....	11
5.4.2 Auditing Requirements .....	13
5.4.3 Metrics Development and Tracking.....	13
5.5 Project Closeout .....	13
<b>6.0 Funds Disbursement</b> .....	<b>14</b>
6.1 Disbursement Amounts .....	14
6.2 Cost Share Methodology .....	14
6.3 Reimbursement Schedule.....	14
6.4 Financial Tracking and Overall Reporting.....	16
<b>Appendix A: Application for Funds</b> .....	<b>18</b>
<b>Appendix B: Sample Memorandum of Understanding</b> .....	<b>19</b>
<b>Appendix C: Status Reports</b> .....	<b>27</b>

## 1.0 Executive Summary

In today's Georgia, broadband is critical for economic development, education, and government. Under Governor Perdue's leadership, \$1 million in funding has been made available in 2007 as seed funding for wireless broadband networks deployed anywhere in the state through Wireless Communities Georgia (WCG) Round Two. WCG expects this money will be provided to a minimum of two communities. This document defines the goals of this initiative, application guidelines, format and procedures, technical assistance, and the application review process.

The State expects that the benefits of these networks will far outweigh the value of the disbursed funds. Selected communities will not only create a network, but also will use the network as a catalyst for economic development, education, and enhanced provisioning of government services. These objectives cannot be met by government alone. Public/private collaboration is needed not only to build and operate the network, but also to best realize the network's ultimate value to the community. The following is a summary of key requirements for the program:

- ◆ **Business model:** a public-private partnership model is preferred, but the program is open to any suitable business model. A public-private partnership will allow governments to share a portion of costs with vendors and should increase the network's likelihood of financial sustainability.
- ◆ **Technology:** these networks must be standards-based, open networks. Wi-Fi is the most popular such technology, but applicants are free to propose the best technology for their needs.
- ◆ **Eligible Applicants:** any city, county, or local governmental authority may apply individually or as a group to support various wireless network designs and business models.

GTA will disburse funds to selected communities for the eligible expenses of deploying the wireless networks under this initiative. Recipients of the funds will be required to provide at least a 50% match to the disbursed amounts, with no more than 10% of the match (10% of the 50%) consisting of in-kind contributions. Disbursements will be limited to the reimbursement of actual expenses and will be made only after the completion of certain milestones and project phases.

Governor Perdue's Broadband Initiative has two components: the Wireless Communities Georgia program and the Broadband Rural Initiative to Develop Georgia's Economy (BRIDGE) program through the OneGeorgia Authority. Wireless Communities Georgia favors more densely populated areas. In contrast, BRIDGE is specifically designed for rural broadband projects. For more information on BRIDGE, see <http://www.onegeorgia.org/bridge-web/index.html>. In 2006, the Wireless Communities Georgia program disbursed funds to six Georgia communities to design, develop and deploy wide area broadband Wi-Fi (802.11) networks.

**GTA will accept applications for WCG from August 22, 2007 to September 28, 2007 and will announce the funded Recipients in November 2007 on the GTA Web site at <http://www.gta.georgia.gov/wcg>.**

## 2.0 Program Overview

### 2.1 Program Intent

The Wireless Communities Georgia (WCG) program is intended to fund economically self-sustainable wireless broadband networks that:

- ◆ Serve a broad base of residential, business, and government (local and state) customers,
- ◆ Provide a multitude of services from consumer level broadband to business level T1 and/or higher speed services,
- ◆ Facilitate applications and usage models that drive economic development, education, and government efficiencies, and
- ◆ Offer competitive pricing that saves users significant dollars on an ongoing basis.

### 2.2 Objectives

This program seeks wireless networks as a means to benefit cities, counties, communities, and the state agencies within them through economic development, education and government efficiency.

1) Economic Development benefits include but are not limited to:

- ◆ Lower cost broadband that results in savings in the community which could be spent on other goods and services in the community,
- ◆ New businesses or businesses that relocate to the community in part because of wireless broadband, or businesses that expand in the community in part because of wireless broadband, and
- ◆ New applications that increase efficiencies or spur new markets.

2) Educational benefits include but are not limited to:

- ◆ Improved access to existing educational resources from schools, libraries, and homes,
- ◆ Improved communication to parents or guardians regarding their child's educational progress, and
- ◆ New educational programs of any kind to any age group or educational level.

3) Government efficiencies include but are not limited to:

- ◆ New or improved services that replace outdated offerings,
- ◆ Improved public safety and emergency services and public safety productivity,
- ◆ Reduction of waiting times / cycle times for delivery of services,
- ◆ Reduction of staff or documented productivity improvements regarding the administration or delivery of government services, and
- ◆ Faster and more integrated responses to citizen requests and/or emergencies.

A plan for building the necessary awareness, support, and actions to obtain these community benefits is critical to the success of an Applicant's project.

## 2.3 Eligible Applicants

Applications will be accepted from city, county, or an authorized local government authority of the State of Georgia. Applicants may apply individually or as a group.

Existing WCG participants are not eligible to apply for additional funds in Round Two, but previous applicants who were not selected are encouraged to apply.

## 2.4 Eligible Activities

Funds disbursed through WCG may be used for goods and services that support any portion of the lifecycle of a wireless network that supports the WCG program intent. This means communities may have -- but are not required to have -- already initiated programs before applying to WCG. For those communities which already have programs underway, successful applications will need to demonstrate how continuance and/or expansion of the local program further WCG objectives.

WCG funds may not be used to fund proposed expenses for activities beyond the Program Period of Performance, which is defined in Section 4.4 below. WCG reserves the right to approve or reject particular items in a particular application based on the objectives of this program.

In order to be reimbursed, all eligible activities' costs must be incurred by the Recipient prior to the project closeout.

## 2.5 Eligible Business Models

The proposed particulars of the business model, including who owns and operates the network, the financial model used to sustain it, and the largest uses of the network should be described in the application.

Business models vary depending on a variety of factors including the primary user base for the network, the size of the network deployment, existing community assets, etc. In Round 1 of WCG, Recipients' business models have ranged from city owned and operated to private party owned and operated, with numerous hybrid models.

What is most important is that the business model is sustainable and that consideration should be given to the technology and business risks associated with any significant technology project. No matter what business model is chosen, WCG expects that the Recipient will be a significant user of the network.

## 2.6 Eligible Technologies

Since its inception, Wireless Communities Georgia has had a policy that supports open standards and favors technologies that leverage existing installed bases of user equipment. Wi-Fi meets both of these objectives very well. Numerous vendors provide equipment and integration services and there are many Wi-Fi network operators. A good source of information can be found at the Muniwireless website, [www.muniwireless.com](http://www.muniwireless.com).

Over the course of the last year, WiMAX's viability has improved and is now likely to meet WCG objectives in the future. For this reason, WCG will consider applications making use of other wireless technologies such as WiMAX. WCG cautions participants that the label of WiMAX in particular is often stretched by equipment manufacturers. In terms of interoperability, the only frequencies currently defined for WiMAX are 2.5 GHz, 3.5 GHz (both licensed), 5.8 GHz (unlicensed). As stated by the WiMAX Forum, [www.wimaxforum.org](http://www.wimaxforum.org).

Vendors claiming their equipment is "WiMAX-like," "WiMAX-compliant," etc. are not WiMAX Forum Certified, which means that their equipment is *not* interoperable with other vendors' equipment. Equipment that is WiMAX Forum Certified is the only equipment proven interoperable with other vendors' equipment that is also WiMAX Forum Certified. This interoperability yields more options, the flexibility of

deploying broadband wireless systems from multiple vendors, and the knowledge that all products deployed, if certified, will interoperate seamlessly, thereby reducing the overall investment risk and creating a price-competitive marketplace.

WiMAX Forum Certified equipment can found at: <http://www.wimaxforum.org/certification/>. Sprint Nextel and Clearwire are two market-leading WiMAX operators.

The FCC has allocated 50 MHz in 4.9 GHz exclusively for public safety use, with the spectrum available to local government at no charge. WCG will also consider use of 4.9 GHz deployed for public safety, but these projects must also include other broadband service to education, government, and citizens.

In general, successful applicants will demonstrate to WCG that the technology proposed is the best choice from a cost/benefit basis and overall policy approach.

## 2.7 Community Assets

Finally, a community wireless network build-out depends on "vertical and horizontal assets" such as light posts, traffic poles, utility poles, radio towers, roof tops, fiber optic cabling or conduit, etc. These vertical assets are typically used to attach and to provide power to wireless access points. Recipients will be required to make suitable arrangements for non-exclusive access to such vertical assets with any third-party service providers at reasonable terms. Communities may also already have wireless spectrum such as 2.5 GHz educational spectrum that could be of value.

In the application, communities are requested to summarize their assets for use in such a network.

## 2.8 Definitions

**Anchor Tenant** – A large organization of any kind that commits to use a significant number of accounts for the network.

**Community** – One or more county, city, township or other political subdivisions of the state of Georgia and/or local government authorities. These groups may apply individually or as a group to establish and promote a wireless network service.

**Consumer Premise Equipment (CPE)** – Radio equipment that is placed at a subscriber's residence or business or other locale primarily to extend Wi-Fi coverage indoors.

**MOU** – Memorandum of Understanding. The MOU pertains specifically to the agreement between the Georgia Technology Authority and the Recipients' local authority. See Appendix B.

**Network** – A wireless broadband Internet access system that is deployed throughout the community.

**Network Operator** – The entity responsible for the design, construction, operation, and management of the network.

**Open Access** – The commitment of the network operator to provide access to its wireless broadband Internet access transport services to multiple companies and organizations.

**Period of Performance** – The duration of time within which the Recipient's project must be completed.

**State Agency** – For the purpose of WCG, any State of Georgia entity that resides within the Recipients' jurisdiction.

**Vertical Assets** – Towers, light poles, traffic signals, water towers and other high sites that may provide mounting locations for various radio equipment.

**Wi-Fi** – Equipment meeting with IEEE standard of 802.11 (a, b, or g). WCG recognizes that 802.11n is currently in draft stage and encourages the use of 802.11n draft 2.0 equipment once it becomes available.

**WiMAX** – Equipment meeting the IEEE standard of 802.16-2005 (fixed wireless or mobile microwave wireless).

**Wholesale Price** – The price at which the network operator provides access for others to re-sell. Wholesale prices should allow unaffiliated service providers (those without any other business connection to the network operator) to compete on equal footing with affiliated service providers.

## 3.0 Wireless Requirements

### 3.1 Minimum Requirements

Applicants must demonstrate a commitment to meet the following minimum requirements:

1. **Access to the network will be open to all.** The network operator and service providers will make the network available to customers of all types, including residential and business customers, for a reasonable fee. The intent of this network is not to be restricted to just local governments or other specific groups.
2. **The network will use an open access model.** The network operator may provide service directly to customers but must also sell network capacity to other providers at fair wholesale prices to encourage competition and provide customer choice.
3. **The network operator must not block applications or content from the network unless it is for security reasons.** The operator may not inhibit or degrade any legal content or application providers operating within the committed bandwidth provided to any user on the network (e.g. VoIP, streaming media, etc).
4. **Recipient must give the service provider access to structural assets at reasonable terms in accordance with all applicable laws.** Access to vertical and horizontal assets (street light poles, traffic light poles, utility poles, buildings, towers, fiber, etc.) must be given so the service provider may mount required equipment.
5. **Recipient must act as an anchor tenant on the network.** As many users and applications as practical should operate on the wireless network. Phased anchor tenancy is acceptable.
6. **The network must support at least one open standard such as Wi-Fi (IEEE 802.11b/g).** If the network supports Wi-Fi, the network must provide connectivity for devices with built-in Wi-Fi.
7. **The network must provide at least one service with 3 Mbps average bandwidth to residential users.** For at least one service on the network, average throughput for residential users will be 3 Mbps downstream and 1 mbps upstream. Other services may offer higher or lower speeds as appropriate.
8. **The network must support emergency services on 2.4 GHz.** The network must be capable of separating, securing, and prioritizing Public Service and Public Safety traffic in the event of a natural disaster or other emergency.
9. **The network coverage area must be explicitly described.** The area where service is expected should be described on a map of the area and the total number of square miles within the area should be clearly marked.

### 3.2 Additional Considerations and Background

WCG has not set requirements for the following items. They are provided simply for additional guidance to communities considering projects. If the community already has a firm requirement or policy for any of these items, please describe it as part of the response for that item, otherwise these topics can be left blank.



1. **Network capacity.** Requirements regarding network bandwidth capacity will be affected by expected use of the network and expected number of subscribers as well as any current traffic that runs over portions of the network.
2. **Network availability.** What are the requirements for availability and other service levels, such as latency or jitter, based on the types of applications that the Applicant runs (e.g., public safety applications may require higher service levels)?
3. **4.9 GHz.** The FCC has made 4.9 GHz spectrum available at no cost to local government for the sole purpose of protecting life and property. Would the community benefit from use of this spectrum?
4. **Additional services.** The network may provide services such as T1 replacement accounts using fixed wireless access, lower bandwidth accounts appropriate to VoIP handsets, bulk accounts for meter reading, etc. What does the community need?
5. **Roaming or mobile users.** What if any needs are there for seamless roaming to and from other wireless networks or while moving in a vehicle?
6. **Security.** How much effort should be placed on security and does the community need different levels of security for different user groups?
7. **Privacy.** What interest and role would the community like to play in setting a privacy policy that the network will honor?
8. **Support.** Does the community require particular standards of customer service and network support?
9. **Child Protection.** What role will the community play in setting any policies and processes for the protection of minors from materials that are obscene, involve child pornography, or are harmful to minors? Would limitations apply only to public spaces and would there be any limitations for adults?
10. **Free Service.** How much benefit would the community derive from free service in designated public spaces and how would such a free service, if offered, be economically feasible?

### 4.0 Program Timeline

Application Period .....	August 10, 2007 – September 28, 2007
Program Assistance .....	August 10, 2007 – September 3, 2007
Technology Workshop .....	August 22, 2007 – 8:30 a.m.- 3:00 p.m.
Application Deadline .....	September 28, 2007 – 2 p.m.
Application Evaluation Period .....	October 1, 2007 – November 2007
Selection and Notification .....	November 2007
Project Period of Performance .....	November 2007 – December 2009
Program Closeout .....	January 2010

**Note: Dates are subject to change. Official dates will be posted and updated on the GTA Web site at [www.gta.georgia.gov/wcg](http://www.gta.georgia.gov/wcg).**



## 5.0 Program Phase Descriptions

### 5.1 Application Period

**Program Assistance** – During the Application Period, the Applicant may send questions to GTA regarding guidance and eligibility. GTA will post the application, any amendments, and questions and answers on the GTA Web site at [www.gta.georgia.gov/wcg](http://www.gta.georgia.gov/wcg)

Questions should be addressed to:

Georgia Technology Authority  
47 Trinity Ave  
Atlanta, GA 30334  
Attn: Rich Calhoun – Project Director, Wireless Communities Georgia  
E-mail: [wcg@gta.ga.gov](mailto:wcg@gta.ga.gov)  
Phone : 404 463 5096

**Technology Workshop** – A free informational workshop for communities interested in applying for funding through the Governor’s program will be hosted by the Georgia Technology Authority on Wednesday, August 22, 2007, from 8:30 a.m. to 3 p.m. It will take place at the Capitol Education Center, 180 Central Avenue, in Atlanta. This workshop is designed for project managers and sponsors, as well as for lead technical resources. The workshop will be led by Civitium, which specializes in wireless technology. The workshop will

- a. give an overview of Wi-Fi and wireless technology,
- b. educate attendees about the application process, policies and potential roadblocks, and
- c. describe the economics and metrics necessary to manage a Wi-Fi network.

Please register as soon as possible by contacting [wcg@gta.ga.gov](mailto:wcg@gta.ga.gov) with the names of attendees, the communities they represent and their contact information. **The cut off date for registration is August 17, 2007 and space for attendance in person will be provided on a first come, first serve basis.**

WCG may schedule other technology workshops after the beginning of the period of performance to ensure successful deployment of the networks.

**Application Submission – All applications must be received by September 28, 2007 at 2:00 p.m. Eastern.** Postmarks will not be considered in judging the timeliness of submissions. Applicants must submit three **paper** copies of the completed application package signed by a person who has the legal authority to sign a contract on behalf of the Applicant.

Additionally, all applicants must include one CD that contains electronic copies of the application and any supporting documentation. Documents should be in Word, WordPerfect, Rich Text Format (RTF) or PDF. If any supporting documentation is on paper, please convert it to an electronic format and include it on the CD.

Please mail all three signed paper copies and the one CD along with any documentation to:

Georgia Technology Authority  
47 Trinity Ave  
Atlanta, GA 30334  
Attn: Rich Calhoun – Project Director Wireless Communities Georgia

GTA will confirm receipt of all applications. A list of applications received on September 28, 2007 will be available on the Wireless Communities Georgia Web site at: [www.gta.georgia.gov/wcg](http://www.gta.georgia.gov/wcg)

## 5.2 Application Evaluation

WCG will review all applications to see if they meet minimum eligibility requirements set forth in Section 3.1. After the application deadline passes, contact will be at WCG's discretion only.

The evaluation team will consist of internal and external subject matter experts and community development professionals.

Certain evaluation criteria will be scored with a higher weighting (indicated below). Points will be awarded based on the Applicant's ability to demonstrate that the project will meet the following major criteria categories. Example questions detailing the evaluation of these criteria are included below:

### 1) Project Viability

- a) Scope of Work and Overall Feasibility (Higher weighting) - The application includes a satisfactory description of the overall scope of the project and provides plans, schedules, risk assessments, success factors and other information that demonstrates that this project has a high likelihood of success. Does the project management team have the leadership qualities necessary for success? If the application includes selected private partners, how does their experience help or hinder the project?
- b) Economic Sustainability (Higher weighting) – The proposed business case demonstrates that the project will have economic stability and sustainability. This sustainability should continue after WCG funding ceases. What factors does the business case include to ensure the project's long-term success and how are risks managed? How sensitive is the project to particular assumptions and what will happen if those assumptions do not come to fruition as expected? To what extent does the application demonstrate that the government and/or other entities will provide a strong foundation (anchor tenancy) for the network?

### 2) Community Benefit

- a) Economic Development Potential - To what extent does the application demonstrate that the network will lead to significant new income and/or expense reduction within the community? To what extent are a wide range of businesses, non-profits, and other organizations that will contribute to the realization of economic benefits involved in the project?
- b) Educational Potential – To what extent does the application demonstrate that the network will provide substantially better educational programs and opportunities for the community? How broad and how deep will these educational activities be? For what ages and educational levels will they be appropriate?
- c) Government Efficiency Potential – To what extent does the application demonstrate that the network will enable new government efficiencies, internal to government and/or visible to the public? Has the project budgeted for any additional hardware, software, training, or other items needed for such improvements?

**3) State Benefit** – To what extent does the application demonstrate that the network will enable new state government efficiencies, internal to government and/or visible to the public? Has the community contacted any local state agencies and are there any preliminary plans for such?

### 4) Network Design and Facilitation

- a) Provisioning – To what extent does the application demonstrate understanding of needs for Rights of Way, electricity, and other needs for mounting and maintaining wireless communications equipment? Has the Applicant facilitated, or is in the process of facilitating, the meeting of these needs?
- b) Network Design – To what extent has the Applicant demonstrated that the proposed network has the capacity and design elements to meet the current Wireless Requirements (Section 3)? Does it support the business case proposed for this project? Will the network be able to support requirements for additional services one to two years after the period of performance? If the application utilizes or proposes to utilize existing government network infrastructure as part of the design, to what extent will this existing infrastructure will be sufficient to carry multiple customers' traffic without jeopardizing existing requirements? Applicants may want to provide network diagrams and schematics of the existing network.

- c) Network Evolution Plan – To what extent has the application demonstrated that community leadership understands the future network infrastructure needs and has made provisions for the network to be updated on a periodic or continual basis?

**5) Match Contribution** – The applicants match percentage will also be scored. Applicants must provide a match of 50% of the requested funds. Matches in excess of this percentage will be scored higher.

The evaluation team will review and evaluate all written applications. Based on scoring criteria, finalists for fund disbursement consideration will be selected and invited to make oral presentations. Final selection of recipients will be made following the oral presentations.

Due to the rapidly changing, innovative, and somewhat experimental nature of community wireless broadband deployments, WCG reserves the right to select a diverse set of communities to fund.

### **5.3 Notification of Recipients and Memorandum of Understanding**

WCG will review all eligible and qualified applications based on the criteria described above. WCG then will select the Recipients and will publish a list of Recipients on the GTA Web site in November 2007.

Following selection, each Recipient and GTA will sign a Memorandum of Understanding (MOU) substantially in the form of the sample MOU included in Appendix B. The signed MOU will be the agreement between the Recipient and GTA that is intended to ensure that all aspects of the project are agreed upon before any funds will be disbursed. A signed MOU is required in order to receive funding.

### **5.4 Project Period of Performance**

The Program Period of Performance is the period under which all program activities are required to be completed under this award. WCG may elect to extend the period of performance of these projects and will communicate this decision through formal notification to the Award Recipients.

Recipients may request extensions to approved project period of performance no less than three months before the approved project period of performance is expected to end. GTA will review all requests and may approve them in increments of 30 days. If any Recipient does not request an extension and fails to complete the project within the period of performance, final payment may be withheld.

Agreement to the project phases, reporting requirements, and audit needs are requested in the application. Should the applicant have any concerns or issues with these requirements, they must be disclosed in the application.

#### **5.4.1 Project Phases**

Projects that are awarded are subject to at least four phases of project performance and verification. They include:

- I. Project Startup
- II. Infrastructure Build out and Verification
- III. Network Services Deployment and Verification
- IV. Project Close out and Verification.

#### **5.4.2 Reporting Requirements**

Recipients must complete monthly project status reports and file appropriate financial reporting to facilitate WCG project oversight activities and funds distribution. Recipients will need to complete a

verification process at the conclusion of each phase of the project to demonstrate they have met minimum activities. These minimum activities are listed below.

Major Phases	Phase Minimum Validation Activities
<b>Project Startup</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> MOU Complete (Project Manager, Org Structure, Business Model, Intended Coverage Area, Project Plan)</li> <li><input type="checkbox"/> Community outreach and concept validation complete</li> <li><input type="checkbox"/> Market demand assessment complete</li> <li><input type="checkbox"/> Financial model complete</li> <li><input type="checkbox"/> Functional roles defined and allocated</li> <li><input type="checkbox"/> Vendors / Operators / Consultants selected</li> <li><input type="checkbox"/> Conceptual network design complete including network elements, authentication, and security</li> <li><input type="checkbox"/> Vertical and communications assets catalogued and rights of way planned</li> <li><input type="checkbox"/> Revised schedule complete</li> </ul>
<b>Infrastructure Build out and Verification</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Rights of way acquired and vertical asset installations permitted</li> <li><input type="checkbox"/> Existing communications infrastructure, if used, adapted for the new network</li> <li><input type="checkbox"/> Physical network deployed and schematic provided to GTA</li> <li><input type="checkbox"/> Network is powered</li> <li><input type="checkbox"/> Communication verified between components of the network</li> </ul>
<b>Network Services Deployment and Verification</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Minimum WCG requirements verified (3.1)</li> <li><input type="checkbox"/> Expected capacity of the network verified</li> <li><input type="checkbox"/> Latency of the network measured</li> <li><input type="checkbox"/> Expected reliability of the network verified</li> <li><input type="checkbox"/> Answers to WCG Additional Considerations (3.3) catalogued and evaluated</li> <li><input type="checkbox"/> Economic, educational, and government services and applications launched</li> <li><input type="checkbox"/> Internet service provisioned for the network</li> </ul>
<b>Project Closeout</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Metrics on use of customer applications</li> <li><input type="checkbox"/> Complete network design schematic</li> <li><input type="checkbox"/> Network Security Audit Results</li> <li><input type="checkbox"/> Income statement</li> </ul>

	<input type="checkbox"/> Network reliability assessment  Project Closeout report complete with measurement of economic, educational, and government benefits achieved and outlook for additional benefits in the future. Measures of economic sustainability and growth provided.
--	---

Applicants may suggest additional phases as long as they remain within the overall period of performance.

Details of the monthly Status Reports expectations are attached in Appendix C.

**5.4.2 Auditing Requirements**

Funding will not be provided to any local government that has failed to submit an annual audit to the State Auditor within the past five years as required by OCGA 36-81-7.

OCGA 36-81-7 requires that local governments with a population in excess of 1,500 persons or expenditures of \$300,000 obtain an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year. Local governments that do not meet these thresholds must have an audit once every two fiscal years, covering both years. If expenditures are less than \$300,000, local governments must issue an annual report of agreed upon procedures, as defined in the law.

- ◆ The annual audit report must be completed within 180 days of close of the local government’s fiscal year and must be forwarded to the State Auditor. In addition to the audit report, the local unit of government shall forward to the state auditor within 30 days after the audit report due date, written comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. The law further provides that no state agency shall make or transmit any state grant funds to any local government which has failed to provide all the audits required by law within the preceding five years.

**5.4.3 Metrics Development and Tracking**

To measure the impact of the network, services and resulting activities, Recipients are requested to develop and track key metrics to assess the effectiveness of the project. Areas to consider include, but are not limited to: cost avoidance, governmental response to citizen needs, new business partnerships, network downtime, network capacity, client usage, and IT cost savings as well as more macro-economic measures such as housing starts, unemployment, and local growth rate.

These macro-economic measures, where available, are requested for at least three prior years as part of the application.

**5.5 Project Closeout**

Project closeout will consist of an evaluation of the success of each project. Each funded community will provide a report detailing the objectives achieved, metrics to date, lessons learned, and critical success factors going forward. Additional details of the program closeout will be communicated to the funded communities.

## 6.0 Funds Disbursement

### 6.1 Disbursement Amounts

Disbursements are expected to be between \$150,000 and \$400,000 for each Recipient. However, WCG will consider smaller or larger projects of exceptional merit.

### 6.2 Cost Share Methodology

Recipients are required to provide at least a 50% match to the GTA disbursement. Recipients may not receive all of the funds they have requested. Two examples are listed below:

- ◆ A community requests \$300,000 and offers a match of \$150,000 or 50%. If the community is awarded \$200,000, the required match would be \$100,000.
- ◆ A community requests \$500,000 and offers a match of \$300,000 or 60%. If the community is awarded \$400,000, required match would be \$240,000.

No more than 10% of the total value of the Recipient's match amount can be in-kind contributions. This cost share methodology applies to the overall project cost and within each major phase.

A match commitment letter signed by the Applicant's authorized officer who is authorized to commit funds must accompany the application. It must include the following:

- ◆ Sources of funding
- ◆ Name of funding programs
- ◆ Funding type (Cash or in-kind)
- ◆ Amount
- ◆ Date funds will be available (Funds need to be committed before signing the MOU)
- ◆ Acknowledgement of the matching funds model

Any reserve funds allocated by the Applicant to support the proposed project will support a higher scoring in the match component of the application evaluation.

### 6.3 Reimbursement Schedule

During the project performance period, GTA will make disbursements of up to 67% of Recipient's actual expenses for the project, based on successful completion and verification of specific milestones during each phase of the project. WCG will limit the amount of disbursement in any one phase as follows in the table below:

Phase	Maximum % of Total WCG Project Funding
Project Startup Phase Completed	20%
Infrastructure Buildout	30%



Network Services and Deployment	30%
Project Closeout	20%

Reimbursement will be limited to the maximum percentage basis as identified in the disbursement schedule above and the signed MOU. GTA will disburse funds only after receipt of invoices and satisfactory documentation of performance based on evaluation of quarterly progress and financial reports as well as particulars provided at the completion of each phase. The final 20% reimbursement will be made upon completion and verification of the project and a final close-out analysis report that examines whether the original application met its goals and objectives. Disbursements will be made within 30 days of receipt of satisfactory documentation from Recipient of completion of each phase of the project.

The following table provides an example payment schedule for an example project with a total WCG funding reimbursement of \$400,000.

**Example Payment Schedule**

Phase	Wireless Communities Georgia Funding	Minimum Cash Match	In-Kind Match	Other Funding Sources	Total Approved Project Expense	Payment Date
<b>Project Startup</b>						
Task or Service A						
Task or Service B						
Task or Service C						
Total	80,000	40,000	4,000	-	124,000	Upon Phase Verification and Reimbursement Request
<b>Infrastructure Build Out</b>						
Task or Service A						
Task or Service B						
Task or Service C						
Total	120,000	60,000	6,000	-	186,000	Upon Phase Verification and Reimbursement Request
<b>Network Services Deployment and Operation</b>						
Task or Service A						
Task or Service B						
Task or Service C						
Total	120,000	60,000	6,000	-	186,000	Upon Phase Verification and Reimbursement Request
<b>Project Close Out</b>						
Task or Service A						
Task or Service B						
Total	80,000	40,000	4,000	-	124,000	Upon Phase Verification and Reimbursement Request
<b>TOTAL</b>	<b>400,000</b>	<b>200,000</b>	<b>20,000</b>	<b>-</b>	<b>600,000</b>	



## **6.4 Financial Tracking and Overall Reporting**

A GTA Financial Tracking Spreadsheet will be made available to selected Applicants to track project expenditures. Selected Applicants will provide progress and financial reports on a quarterly basis. Selected Applicants will also participate in periodic conference calls and in-person meetings to assess progress and address outstanding issues. Tracking and report forms will be available on the GTA website.





# APPENDICES



## **Appendix A: Application for Funds**

See separate file, "WCGApplicationRound2.doc"

## Appendix B: Sample Memorandum of Understanding

**Memorandum of Understanding  
For Wireless Communities Georgia  
by and between  
Georgia Technology Authority  
and  
AWARD RECIPIENT**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into this \_\_\_\_ day of December, 2007 (hereinafter referred to as the "Effective Date"), by and between the **Georgia Technology Authority** (hereinafter referred to as "GTA"), and the \_\_\_\_\_ (hereinafter referred to as "Recipient").

WHEREAS, GTA is a public corporation and instrumentality created pursuant to O.C.G.A. § 50-25-1 *et seq.*, with a mission to deliver reliable technology services and to provide guidance and oversight to State agencies with respect to technology matters;

WHEREAS, GTA has been empowered to administer the Wireless Communities Georgia initiative, which is intended to achieve the goals of encouraging economic development, increasing educational access and enhancing the provision of government services by disbursing funds to Georgia communities to design, develop and deploy open-air wireless broadband networks (hereinafter referred to as "WCG");

WHEREAS, Recipient is a county, city, township or other political subdivision of the State of Georgia, or an authorized authority, community, cooperative organization or representative thereof, and is selected by GTA as qualified and eligible to receive funds pursuant to the terms and conditions of the WCG initiative, as set forth in the WCG Application Packet (hereinafter referred to as "Application Packet");

WHEREAS, Recipient desires to receive, and GTA desires to provide to Recipient, funds for the purposes permitted in the Application Packet in support of the WCG initiative.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Disbursement of Funds.

- a. Disbursement Amount. In support of the project described Recipient's application for funds under the WCG initiative, GTA agrees to allocate to Recipient a total amount equal to \$\_\_\_\_\_.00 (hereinafter referred to as "Disbursement Amount"). Recipient agrees to contribute, at a minimum, \$\_\_\_\_\_.00 as the Recipient's match for the project. No more than \$\_\_\_\_\_ of Recipient's match amount may consist of in-kind contributions.
  
- b. Disbursements. The Disbursement Amount shall be disbursed as follows: GTA will reimburse Recipient for up to 67% of Recipient's actual permitted expenses for the project, based on successful completion and verification of specific milestones during each phase of the project. The proposed project schedule for each phase and the expected completion dates are set forth in **Exhibit A**, which is attached to this MOU and incorporated herein by reference. Notwithstanding the foregoing, each disbursement shall not exceed 30% of the Disbursement Amount. All disbursements shall be made within thirty (30) calendar days following GTA's receipt of: (a) written quarterly progress reports documenting satisfactory performance based on the project milestones and scope of work outlined in Recipient's application; and (b) current and complete accounting requirements. Accounting shall include, at a minimum, a signed certification by the Recipient's financial officer containing a summary description of all major expenditures made with the disbursed funds and their categories, as well as documentation of cash and in-kind matches. Disbursements shall be made no more often than quarterly. The final twenty percent (20%) disbursement will be made upon completion of the project and receipt by GTA of the final close-out analysis report as described in Section 3 below.
  
- c. Use of Funds. Funds disbursed under this MOU shall be used solely for the activities permitted in the Application Packet and as necessary to complete the scope of work set forth in Recipient's application. Such activities may include, but are not limited to, planning services, technical assistance, purchase of equipment and software, construction, site preparation and public utilities, facilities and services. Funds disbursed hereunder **shall not** be used for the following activities:
  - i. refinancing of existing debt;
  - ii. administrative, operating or maintenance costs;
  - iii. customer terminal equipment or inside wiring not owned by the Recipient;
  - iv. leases; or
  - v. motor vehicles.
  
- . Record Retention and Audit Rights. Recipient shall, and shall cause each of its service providers under the WCG initiative to, maintain accurate books, records, documents and other



evidence concerning costs, expenses, provision of equipment and services and receipt and expenditure of funds disbursed hereunder (collectively, "Records") for three (3) years following the termination or expiration of this MOU. Accounting procedures and practices shall conform to generally accepted accounting principles ("GAAP") and all expenditures associated with the disbursement of funds under this MOU shall be readily ascertainable there from. GTA or its representative shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records.

- 2. Milestones and Scope of Work. Recipient agrees to manage the project and its selected vendors toward an efficient and effective implementation in accordance with the milestones described in the scope of work proposed in Recipient's application.
- 3. Reporting and Progress Reviews. Recipient shall provide timely quarterly reports to GTA as required in the Application Packet. In addition, Recipient agrees to cooperate with GTA in its reporting to the Governor's office as may be requested by GTA from time to time, and to participate in regular conference calls and meetings to assess progress and resolve outstanding issues. Upon completion of the project, Recipient agrees to provide GTA a document consisting of a close-out analysis of the project's activities and lessons learned throughout the project.
- 4. Term. The "Term" of this MOU shall begin on the Effective Date and end twenty four (24) months thereafter, or upon completion of the project close-out documentation, whichever occurs first. The Term may be renewed by mutual written agreement of the parties on a month-to-month basis. Recipient agrees to make a written request to GTA of its desire to extend the Term no less than ninety (90) days prior to the expiration of the Term.
- 5. Termination. Either party may terminate this MOU for cause. "Cause" shall mean a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). No disbursements of funds shall be made after the termination or expiration of the Term.
- 6. Notices. All notices, requests, or other communications hereunder shall be in writing and either transmitted via overnight courier, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

To GTA	To Recipient
Georgia Technology Authority	
47 Trinity Ave	
Atlanta, GA 30334	
404-463-2300	
Attn: Office of General Counsel	

7. LIMITATION OF LIABILITY. GTA'S TOTAL LIABILITY TO RECIPIENT IS LIMITED TO THE DISBURSEMENT AMOUNT. GTA SHALL NOT HAVE ANY LIABILITY OR OBLIGATION TO RECIPIENT IF RECIPIENT EXPERIENCES COST OVERRUNS FOR THE PROJECT. GTA SHALL NOT BE LIABLE TO RECIPIENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS MOU, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF GTA KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF GTA TO RECIPIENT IN CONNECTION WITH THIS MOU, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY RECIPIENT; OR (B) THE PORTION OF THE DISBURSEMENT AMOUNT ACTUALLY DISBURSED BY GTA TO RECIPIENT PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. NOTHING IN THIS SECTION SHALL LIMIT GTA'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY GTA'S GROSS NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY GTA'S GROSS NEGLIGENCE.
  
8. Waiver and Severability. The waiver by either party of any breach of any provision of this MOU shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this MOU. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the parties contradictory to the terms hereof. All provisions of this MOU are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the parties.
  
9. Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the State of Georgia.
  
10. Assignment and Delegation. Recipient shall not assign any of its rights or delegate the performance of any of its duties under this MOU without GTA's prior written consent. Any purported assignment or delegation shall be null and void.
  
11. Funding. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this MOU shall terminate without further obligation of GTA or the Recipient as of that moment.
  
12. Order of Precedence. The contractual relationship between GTA and Recipient shall be governed by the following order of precedence: (a) the provisions of this MOU; (b) the Application Packet; and (c) the Recipient's application.



13. Entire Agreement. This MOU, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this MOU shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF the parties have executed this MOU on the date first written above.

**GEORGIA TECHNOLOGY AUTHORITY**

**RECIPIENT:** \_\_\_\_\_

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

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

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

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

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

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

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

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



**EXHIBIT A**

**Project Schedule and Validation**

GTA will reimburse Recipient for up to 67% of Recipient’s actual permitted expenses for the project, based on successful completion and verification of specific milestones as described in the Recipient’s application for each of the following phases of the project and subject to the completion of all of the activities listed for each phase below. The payment schedule shall be based on the expected completion dates set forth below. The terms and conditions of the MOU shall apply to all disbursements.

Project Schedule			
Wireless Communities GA Major Phases	Estimated Completion Date	Estimated Disbursement	Match
<b>Project Startup</b>			
<b>Activities to be completed during this phase:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> MOU Complete (Project Manager, Org Structure, Business Model, Intended Coverage Area, Project Plan)</li> <li><input type="checkbox"/> Community outreach and concept validation complete</li> <li><input type="checkbox"/> Market demand assessment complete</li> <li><input type="checkbox"/> Financial model complete</li> <li><input type="checkbox"/> Functional roles defined and allocated</li> <li><input type="checkbox"/> Vendors / Operators / Consultants selected</li> <li><input type="checkbox"/> Conceptual network design complete including network elements, authentication, and security</li> <li><input type="checkbox"/> Vertical and communications assets catalogued and rights of way planned</li> <li><input type="checkbox"/> Revised schedule complete</li> </ul>			
<b>Infrastructure Build out and Verification</b>			
<b>Activities to be completed during this phase:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Rights of way acquired and vertical asset installations permitted</li> <li><input type="checkbox"/> Existing communications infrastructure, if used, adapted for the new network</li> <li><input type="checkbox"/> Physical network deployed and schematic provided to GTA</li> <li><input type="checkbox"/> Network is powered</li> <li><input type="checkbox"/> Communication verified between components of the network</li> </ul>			
<b>Network Services Deployment and Verification</b>			
<b>Activities to be completed during this phase:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Minimum WCG requirements verified (3.1)</li> <li><input type="checkbox"/> Expected capacity of the network verified</li> <li><input type="checkbox"/> Latency of the network measured</li> <li><input type="checkbox"/> Expected reliability of the network verified</li> <li><input type="checkbox"/> Answers to WCG Additional Considerations (3.3) catalogued and evaluated</li> <li><input type="checkbox"/> Economic, educational, and government services and applications launched</li> <li><input type="checkbox"/> Internet service provisioned for the network</li> </ul>			





<b>Project Closeout and Project Verification</b>			
<b>Activities to be completed during this phase:</b>			
<input type="checkbox"/> Metrics on use of customer applications <input type="checkbox"/> Complete network design schematic <input type="checkbox"/> Network Security Audit Results <input type="checkbox"/> Income statement <input type="checkbox"/> Network reliability assessment <input type="checkbox"/> Project Closeout report complete with measurement of economic, educational, and government benefits achieved and outlook for additional benefits in the future. Measures of economic sustainability and growth provided.			
<b>Total</b>			



**EXHIBIT B**

**Scope of Work**

The following summarizes the scope of work of the Recipient. Recipient pledges to fulfill the overall program as stated in the Recipient's WCG Application and any exceptions are noted below.

In cases of conflict, this Scope of Work document takes precedence over the Recipient's WCG Application.

	<b>ITEM</b>	<b>AGREEMENT</b>								
I	Name Of Central Point Of Contact And Key Members Of Project Team	GTA Central Point of Contact:  Project Team <table border="1"> <thead> <tr> <th>Name</th> <th>Project Responsibilities</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Name	Project Responsibilities						
Name	Project Responsibilities									
II.	Network RF Footprint	___ square miles								
III.	Minimum Community Match	\$ _____								
IV.	Minimum Community Reserve Funds	\$ _____								

**V. Business Case Model Description:**

**VI. Any Exceptions to Recipient's Wireless Communities Georgia Application:**

## Appendix C: Status Reports

# WCG Status Report

<b>Project Title</b>	
<b>Name of Submitting Entity</b>	
<b>Contact Name</b>	
<b>Current Phase</b>	

### *Risk Assessment and Risk Mitigation*

<b>Risk Description</b>	<b>Probability of Occurrence</b>	<b>Impact to Project</b>	<b>Mitigation Strategy/Action Plan</b>
<i>Brief description of Risk</i>	<i>Enter: High, Medium or Low</i>	<i>Enter: High, Medium or Low</i>	<i>Brief overview of mitigation steps</i>

### **Summary Status**

What has the community accomplished since the last report?

What are the major issues?

When will the next major milestone be accomplished?

### **Progress Towards Verification**

<b>Major Phase</b>	<b>Phase Minimum Activities</b>
<b>Project Startup</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> MOU Complete (Project Manager, Org Structure, Business Model, Intended Coverage Area, Project Plan)</li> <li><input type="checkbox"/> Community outreach and concept validation complete</li> </ul>

	<ul style="list-style-type: none"> <li><input type="checkbox"/> Market demand assessment complete</li> <li><input type="checkbox"/> Financial model complete</li> <li><input type="checkbox"/> Functional roles defined and allocated</li> <li><input type="checkbox"/> Vendors / Operators / Consultants selected</li> <li><input type="checkbox"/> Conceptual network design complete including network elements, authentication, and security</li> <li><input type="checkbox"/> Vertical and communications assets catalogued and rights of way planned</li> <li><input type="checkbox"/> Revised schedule complete</li> </ul>
<p><b>Infrastructure Build out and Verification</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Rights of way acquired and vertical asset installations permitted</li> <li><input type="checkbox"/> Existing communications infrastructure, if used, adapted for the new network</li> <li><input type="checkbox"/> Physical network deployed and schematic provided to GTA</li> <li><input type="checkbox"/> Network is powered</li> <li><input type="checkbox"/> Communication verified between components of the network</li> </ul>
<p><b>Network Services Deployment and Verification</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Minimum WCG requirements verified (3.1)</li> <li><input type="checkbox"/> Expected capacity of the network verified</li> <li><input type="checkbox"/> Latency of the network measured</li> <li><input type="checkbox"/> Expected reliability of the network verified</li> <li><input type="checkbox"/> Answers to WCG Additional Considerations (3.3) catalogued and evaluated</li> <li><input type="checkbox"/> Economic, educational, and government services and applications launched</li> <li><input type="checkbox"/> Internet service provisioned for the network</li> </ul>
<p><b>Project Closeout</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Metrics on use of customer applications</li> <li><input type="checkbox"/> Complete network design schematic</li> <li><input type="checkbox"/> Network Security Audit Results</li> <li><input type="checkbox"/> Income statement</li> <li><input type="checkbox"/> Network reliability assessment</li> </ul> <p>Project Closeout report complete with measurement of economic, educational, and government benefits achieved and outlook for additional benefits in the future. Measures of economic sustainability and growth provided.</p>



***Progress Towards Major Objectives of Economic Development, Education, and Government Efficiency***

***Appendix***

Relevant attachments from project