

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARDROOM

TUESDAY, MAY 12, 2026

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

INVOCATION AND THE PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

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

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' meeting held April 28, 2026, as presented. Vice Chairman Brinson seconded the motion; a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

**Presentation – Grimsley & Associates.** Chairman Stephens recognized auditor Chris Johnson who stated the County received an unqualified opinion for the audit year ending June 30, 2026, which is the desired outcome for an audit. Auditor Johnson stated Decatur County has a healthy fund balance and that, among the all the municipalities he audits, Decatur County is the most efficient. Auditor Johnson urged Decatur County to continue building the unassigned balance and to continue being good stewards of Decatur County's financial status.

**Consider Approval of Motorola Consoles for 911 – Tonya Griffin.** Chairman Stephens recognized E911 Director Tonya Griffin who stated Grady County is utilizing their option to purchase the E911 equipment at the end of our agreement. Therefore, Decatur County will need to replace the 911 consoles. Director Griffin stated the current consoles were purchased in 2012 and the end-of-life date of 2029. If approved, the five new consoles would be the newest platform available with the total cost being \$554,699. Director Griffin is recommending approval by the Board. After a brief discussion, Commissioner Barber made a motion to approve the purchase. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of 911 Phone Maintenance Agreement – Tonya Griffin.** Chairman Stephens recognized E911 Director Tonya Griffin, who stated that this agreement is the maintenance and support contract for the current 911 system. Director Griffin stated that support ended on September 22, 2025, but due to Motorola not sending the renewal contract until

December 2025. Motorola explained that it was an error on their part that the renewal contract was not sent on time and extended the contract accordingly. Director Griffin stated that the contract for the period of September 23, 2025, through September 22, 2026, will still need to be paid in the amount of \$21,000 and recommended approval by the Board. Vice Chairman Brinson made a motion to approve the agreement, a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Airport Consultant Master Service Agreement.** Chairman Stephens recognized County Administrator Williams, who stated that, in order to comply with Federal Aviation Administration regulations and to acquire and obtain funding from the federal government, Decatur County is required every five years to request qualifications by advertisement from firms certified by the Georgia Department of Transportation to provide airport consulting services. Two proposals were received, and a committee consisting of Tommy Johnson, Randy Williams, and Jamie Earp was appointed to review the qualifications submitted by the consultants. After reviewing the proposals, the committee recommended that Passero be reappointed as the master consultant for the next five years. County Administrator Williams also stated that Passero is a qualified and reputable firm and recommended approval by the Board. Commissioner Davis made a motion to approve the agreement, a copy of which is attached. The Vice Chairman seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Bucket Truck – Public Works.** Chairman Stephens recognized County Administrator Williams, who stated that a copy of the buyer’s order from Izzy Motors, LLC was included in the commissioners’ packet for the purchase of a 2001 Ford F-550 Utility Bucket Truck with approximately 81,000 miles in the amount of \$25,399. County Administrator Williams stated that Public Works has been without a bucket truck for several months and that Lead Mechanic James West located the truck for sale and reported that it is in good condition. County Administrator Williams recommended approval by the Board. Commissioner Brock made a motion to approve the truck purchase. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Alcoholic Beverage License Application Sujal Patel, Varni 2026 Foodmart, LLC – 3225 Faceville Hwy.** Chairman Stephens recognized County Administrator Williams, who stated that Varni 2026 Foodmart, LLC, located at 3225 Faceville Highway, is requesting an Alcoholic Beverage License for Store Manager Sujal Patel. County Administrator Williams stated that Varni 2026 Foodmart, LLC and Sujal Patel have met all requirements for obtaining an Alcoholic Beverage License and recommended approval by the Board. Commissioner Barber made a motion to approve the license. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

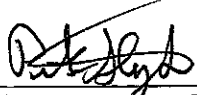
**Consider Approval of Restaurant License Application – Sujal Patel, Varni 2026 Foodmart, LLC – 3225 Faceville Hwy.** Chairman Stephens recognized County Administrator Williams, who stated that Varni 2026 Foodmart, LLC, located at 3225 Faceville Highway, is requesting a Restaurant License. County Administrator Williams stated that Varni 2026 Foodmart, LLC has met all requirements for obtaining a Restaurant License and recommended approval by the Board. Commissioner Davis made a motion to approve the license. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

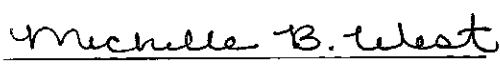
**COMMISSIONERS/ADMINISTRATOR’S REMARKS**

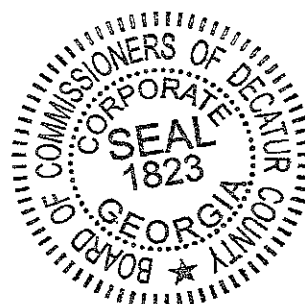
The Commissioners thanked everyone for coming.

**ADJOURN**

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

Approved:   
Chairman, Pete Stephens

Attest:   
County Clerk, Michelle B. West



05/12/2026



To: Motorola Solutions, Inc. ("Motorola")  
500 W. Monroe St.  
Chicago, IL 60661

Re: Decatur County Board of Commissioners - AXS Console NTP

Contract Name / Number: Sourcewell / 020625-MOT

Proposal / Quote Ref (required): PS-0002221445 / AXS Console Upgrade

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This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on Proposal / Quote PS-0002221445 dated 5/4/2026 for the purchase price of \$554,699.00, subject to the terms and conditions of Sourcewell / 020625-MOT.

Decatur County Board of Commissioners agrees to pay Motorola Solutions "Net 30 days from receiving an invoice" for the equipment and services.

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

Define Other Payment Milestones (if any):

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms and milestones. Once billed, invoices shall be sent and emailed to the Customer at the following address: PO Box 726, Bainbridge, GA 39818

Invoices should reference [Please indicate if there are any specific reference required on Motorola Invoice]:

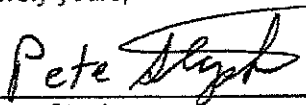
The Equipment will be shipped to the Customer at the following address:  
Mobile Communications of America / 1640 Norman Park Drive, Tallahassee, FL 32304

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is: N/A

Customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact Pete Stephens at 229-248-3030

Sincerely yours,

By:   
Pete Stephens  
Chairman Of The Board



# Decatur County BOCC

Proposal

Upgrade to CommandCentral AXS Consoles

Corey Miller

(229) 237-1524

[corey.miller@motorolasolutions.com](mailto:corey.miller@motorolasolutions.com)

The design, technical, and price 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. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2026 Motorola Solutions, Inc All rights reserved.

PS-0002221445

Motorola Solutions, Inc  
500 W Monroe Street, Ste 4400  
Chicago, IL 60661-37

May 4th, 2026

Decatur County BOCC

203 W. Broughton Street,

Bainbridge, GA 39817

RE: Upgrade to CommandCentral AXS Consoles

Dear Tonya Griffin,

Motorola Solutions, Inc (Motorola Solutions) appreciates the opportunity to provide the Decatur County BOCC quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your operational objectives.

Upgrading from the MCC 7500 to the CommandCentral AXS shifts your dispatch operations from a legacy, hardware-dependent system to a modern, software-focused platform. The most significant change is the CommandCentral UX, which replaces the classic interface with a streamlined, "web-style" layout designed to reduce clicks and dispatcher fatigue. While it maintains full mission-critical P25 capabilities, the AXS utilizes a more compact CommandCentral Hub, significantly reducing the physical footprint in your equipment room. Best of all, AXS supports cohabitation, allowing you to phase out your old 7500 consoles one by one without needing a total system overhaul. Overall, it serves as a bridge into Motorola's unified software ecosystem, making future integrations with CAD and evidence tools much simpler.

Motorola Solutions' proposal is conditional upon Decatur County BOCC's acceptance of the terms and conditions included in this proposal (Sourcewell Agreement #020625-MOT), or a negotiated version thereof. Pricing will remain valid for 60 days from the date of this proposal.

Any questions Decatur County BOCC has regarding this proposal can be directed to Corey Miller, at (229) 237-1524, ([corey.miller@motorolasolutions.com](mailto:corey.miller@motorolasolutions.com)).

Our goal is to provide Decatur County BOCC with quality products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

*Thomas Slaughter*

Thomas Slaughter

Area Sales Manager - Georgia

Motorola Solutions, Inc

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# Solution Summary

After carefully reviewing Decatur County's requirements for improved radio communications, Motorola Solutions, Inc. (MSI) has prepared this budgetary estimate to provide Decatur County, Georgia with a CommandCentral AXS Dispatch Console Upgrade. This includes upgrading all 5 of the County's existing MCC 7500 dispatch console positions, their console accessories, and upgrading the conventional site controller.

The proposed equipment will reside in the current dispatch center and dispatch furniture. Any console accessories that can be repurposed can be used as spares.

## Solution Design Highlights

- CommandCentral AXS Consoles includes the following high level components:
  - (5) Five 24" Non Touch Monitors
  - (5) Five Command Central Hubs with Client PCs
  - (5) Five Desktop Gooseneck Mics
  - (5) Five Computer Mice
  - (5) Five Computer Keyboards
  - (5) USB HSM for MCC and AXS
  - (1) AXS Software DVD
  - (10) Ten Speakers
  - (15) Fifteen Headsets
  - (10) Ten Headset bases
- (1) One DSC 8000 Conventional Site Controller
- (1) One PDU and (5) five AC Power Strips
- Spares, including:
  - (1) One CommandCentral Hub with Client PC
  - (1) One USB HSM for MCC and AXS
  - (1) One Desktop Gooseneck Mic
  - (1) One Computer Mouse
  - (1) One Computer Keyboard
  - (1) One USB External DVD Drive
  - (2) Two Speakers
  - (2) Two Headsets
  - (2) Two Headset Bases
  - (1) One FRE: DSC 8000 Site Processor
  - (1) One FRU: DSC 8000 AC Power Supply
  - (1) One MCG 8000 CCGW

# CommandCentral AXS Dispatch Console

## A New Dispatch Solution

Motorola Solutions is pleased to offer our CommandCentral AXS dispatch console as a replacement for their existing MCC 7500 series consoles. This next generation console will enable dispatchers to work faster and more accurately, even in the most stressful situations. A completely re-engineered interface responds to touch, type or click and surfaces important information when and where a dispatcher needs it – streamlining workflows that result in more immediate and more informed responses.

**Driving Your Success**  
With CommandCentral AXS, dispatchers gain a re-engineered interface that streamlines workflows, enabling faster, more informed responses.

The AXS console will offer the following distinct benefits:

- A seamless migration from the MCC 7500 series
- A new human-machine interface designed specifically to make the work of dispatchers more manageable and more efficient
- Simplified upgrades for new features, fixes and security updates

## Migrating from the MCC 7500 Series

As the replacement console for the MCC 7500 series, AXS technology makes new enhancements and integrations possible.

Motorola will work closely with the Customer to ensure a smooth migration to the new system.

## Consoles Designed with Dispatchers in Mind

CommandCentral AXS is Motorola's next generation radio/voice dispatch console that was built around the voices behind the microphone. The AXS dispatch console provides a highly intuitive user interface and configurable on-screen tools, all designed to address cognitive overload. Its intuitive graphical user interface (GUI) is highly configurable based on agency protocols, roles, and locations, helping dispatchers speed responses and work more accurately, even during the most stressful situations.

## One Console, Multiple Configuration Options

CommandCentral AXS provides a modern, intuitive user interface that was designed to address dispatcher needs. While the technology and tools are sophisticated, accessing and using them is straightforward. Critical tasks and frequently used functions are right where they need to be, so dispatchers can focus on what matters, even in pressure-packed moments, without worrying about complicated menus or misplaced features.

AXS provides the capacity for multiple scenarios, with just one console – including diverse dispatching roles and workflows, whether on main or backup sites, and supporting everyday operations, mutual aid scenarios or one-time special events.

The AXS dispatch console can be configured to look and feel the way that works best for the County's agencies and dispatchers.

CommandCentral AXS features a highly configurable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities. The browser-based GUI's versatile folders, tabs, and scalable resources allow users to organize and configure their dispatch experience and make engagement more familiar and intuitive from shift to shift. Folders and tabs can be relocated, exposed, or overlapped as needed, giving dispatchers more control of what information they see and how they interact with those resources.

Configurability means that dispatchers will have the tools they need, organized in a way that makes sense to them.

Configuration tools can tailor the console screen by agency, discipline or individual dispatcher. These tools include:

- Configurable colors – Users can create a unique visual experience with the colors of their choice. Color elements include resources, folder groups, buttons and more.
- Configurable iconography – Choose from a wide array of icons from our library.
- Configurable tones and alerts – Choose from a wide array of alerts and tones from our library.
- Configurable folder and tab organization – Take control of the layout with the ability to organize it however the user sees fit. With the availability of dynamic and fixed folders, dispatchers can always have important resources front and center.
- Configurable for individual roles, teams, and agencies – Configure the console's look and feel for an individual user, or create an agency-wide look and feel.

CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels. This functionality will be available to the Customer upon implementation.

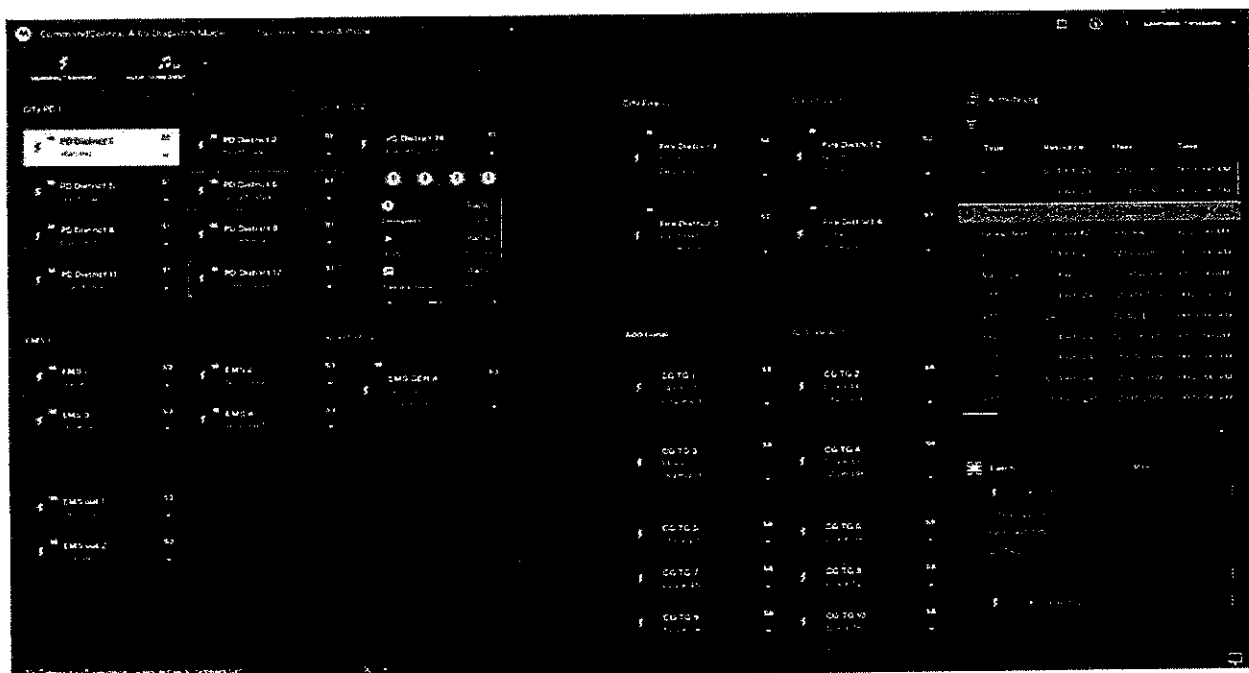


Figure: Typical CommandCentral AXS Dispatch GUI Display

AXS provides built-in services to help dispatchers work faster while providing greater support to users in the field. With a wide array of available panel services, such as patching, multi-select and an activity log, dispatchers have the right tools at their fingertips to get accurate information where it needs to be, when it needs to be there.

## Investing in the Future with a Safety & Security Ecosystem

The AXS Dispatch console has an architecture that provides a consistent user experience with other command center applications and radio networks. As technology enables further simplification of workflows and ever-more efficient management of information, AXS will continue to transform the dispatch experience.

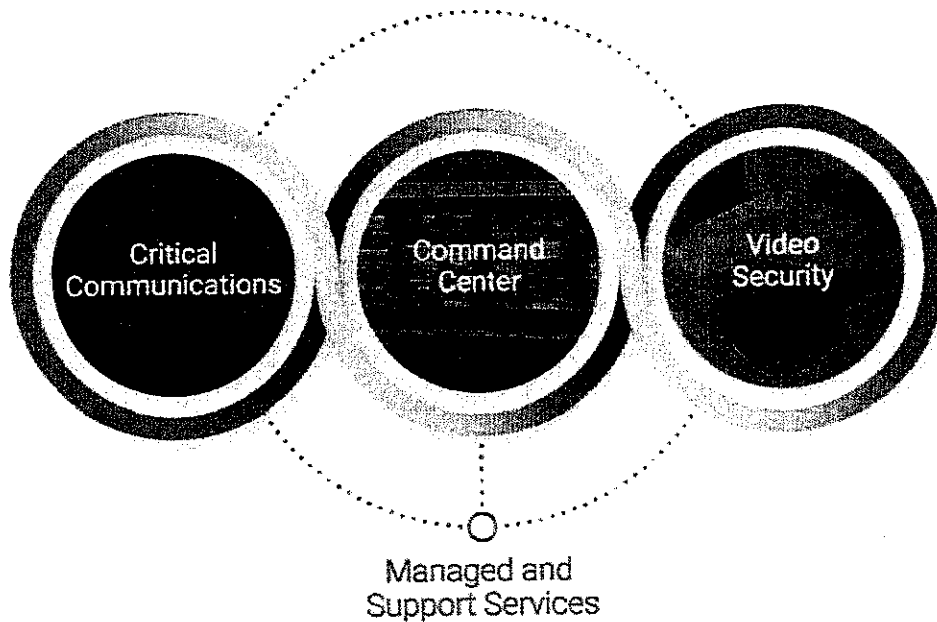


Figure: Motorola's End-to-End Portfolio

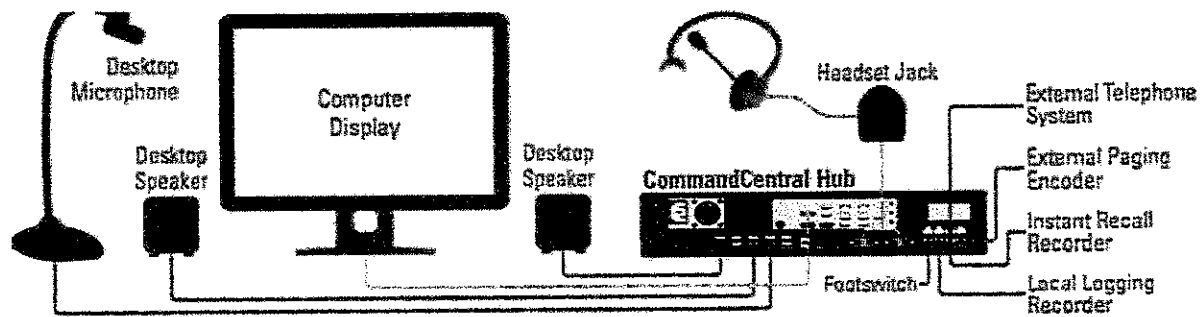
## Dispatch Console Hardware

The components are connected together and to the rest of the ASTRO® 25 system on an IP network through console site routers and switches. Decatur County site router and switches will be upgraded via the county's existing SUA, therefore; new site routers and switches are not included with this proposal. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption.

The console connects directly to the radio system's IP transport network. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

The CommandCentral AXS dispatch console solution is enhanced through dispatch peripherals. These peripherals are designed for 24/7 usage without degradation in performance or reliability.

Console components are diagrammed and identified below.



**Figure: CommandCentral AXS Dispatch Console and Peripherals Example**

## CommandCentral Hub (CC Hub)

The CommandCentral Hub (CC Hub) is the platform on which the CommandCentral AXS Dispatch Console operates. The CC Hub contains a number of analog inputs and outputs for connecting various peripheral devices as well as a workstation class computer motherboard. The PC that is internal to the CC Hub will be programmed with a Microsoft Windows based operating system (OS) image developed for the dispatch application. One CC Hub per dispatch operator is included for a total of five.

The CommandCentral AXS dispatch console consists of the CommandCentral Hub running a Windows Operating System, while the GUI is displayed on a Microsoft Edge web browser.

**Redundant Ethernet** connections to dual Ethernet ports consoles increase console availability by protecting all dispatch positions against the loss of a LAN switch. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Network card teaming ensures that console operation will not be interrupted during switchover to the alternate LAN switch.

### Telephone/Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and an external telephone system. Motorola has not made any provisions for an external telephone system at this time.

### External Paging Encoder Port

The external paging encoder port provides a connection for an optional external tone paging encoder to provide tone paging services via the dispatch console. Analog paging tones generated by the encoder are transmitted by the dispatch console on the selected trunked and/or conventional radio resource(s). Motorola has not made any provision for an external paging encoder at this time.

### Local Logging Recorder Port

As an alternative or supplemental approach to an IP-based audio logging subsystem, the analog output port on the CommandCentral Hub allows an optionally available external logging recorder to be connected to a dispatch console. Long-term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch position. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch position.

The analog output port can be configured to carry any combination of these audio sources,

- Microphone audio being transmitted by this dispatcher to the currently selected or unselected radio resources.
- Any tones generated by the dispatch position that appear in its speakers or headset (trunking tones, emergency tones, etc.) or tones generated by an external paging encoder.

Motorola has made no provision for an IP-based logging subsystem. Motorola assumes Decatur County will continue to use the existing analog logging system in place with the existing control stations for sourcing the audio used for logging the required talkgroups.

### **Private Aux I/O Port**

The dispatch console supports four Private Aux I/O relays located on the CommandCentral Hub. Each relay can be configured to support any one of the five functions or it can be configured to be unused.

- Call on Selected Channel
- Operator PTT
- Emergency Beacon
- Activate Private Relay when Public Aux I/O is Active
- Select Phone Off Hook Relay

### **Computer Display**

The dispatch position will use a 24-inch Monitor Non-Touchscreen functionality. Motorola is providing one per dispatch position for a total five.

### **Desktop Speakers**

Two audio speakers have been included with each dispatch position and can be configured to monitor transmit audio from a specific talk group or set of talk groups, or from the Instant Recall Recorder. Each speaker is a self-contained unit, with individual volume control, and can be placed on a desktop or mounted on a rack or computer display.

### **Headset Jack-box**

The dispatch position supports up to two headset jack-boxes, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack-box contains two volume controls for the separate adjustment of received radio and telephone audio. Two headset jack-boxes per position have been included for all positions in this proposal.

### **Headset**

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base. One (1) headset base and one (1) monaural noise-canceling headset top is included per position.

### **Gooseneck Microphone**

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset. One (1) microphone per position has been included.

Each dispatch position includes one (1) dual pedal footswitch that controls general transmit and monitor functions.

### **Conventional Interfaces**

The consoles will be able to access and control the Customer's analog and digital conventional base stations through the use of existing Conventional Channel Gateways (CCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

### **Conventional Site Controller**

The DSC 8000 Conventional Site Controller (CSC) supports site conventional operation in conjunction with a Conventional Channel Gateway (CCGW). If the link between the dispatch site and the master site is lost, the DSC 8000 enables dispatchers to communicate over conventional resources such as control stations or consolettes connected to a CCGW. Control stations must be connected to the CCGW in order for the AXS to operate as a wireless backup.

This proposal includes one (1) DSC Conventional Site Controller (CSC) to replace the existing GCP 8000.

### **Enhanced Integrated Instant Recall Recorder (IRR)**

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

### **Audio Logging Subsystem**

This proposal does not include any new logging recorder subsystem. Existing logging recorders can continue to be used.

### **Spare Parts**

Motorola has included a compliment of spares for the equipment being proposed. This includes a CCHub and accessories and the DSC 8000 processor.

### **AXS Services**

AXS support services are aligned with the MCC7500E support services.

# High-Level Cutover Plan

In order to transition from customers' existing MCC7500 dispatch consoles to CommandCentral AXS, the customer and Motorola Solutions will collaborate to develop a final system migration and cutover plan. This plan, when executed precisely, will allow users to transition smoothly with minimal disruption of service to the system.

It is not the purpose of this document to present the final plan, but rather to identify the key components that will be transitioned, to highlight the challenges associated with those transitions, and to present recommended directions and solutions for each one of the key components.

The final detailed plan will be developed as a joint collaboration between Motorola Solutions, the customer's technical team, and the individual system users or their representatives.

## Phase I - Pre-Cutover Preparation

### Preparation Work

- Confirm that space and power is available for new equipment to be installed in parallel with the existing equipment at the dispatch operator position, as well as in the equipment room (if applicable).
- Confirm at the dispatch site that network switch ports are available to install new equipment in parallel with the existing equipment.
- Install and configure new equipment.
- Motorola to work closely with Decatur County, Georgia to plan the steps and timing of the cutover process. Cutover can be performed one position at a time, one agency at a time, etc., in a manner that works best for Decatur County, Georgia. If power and switch port availability is not sufficient to power and connect both the existing MCC console positions and the new AXS positions at the same time then the cutover will need to occur position by position.

### Pre-Cutover:

- Log in to the existing GCP 8000 to verify the configuration.
- Cold install the DSC 8000 with the power supply.
- Configure the DSC 8000.
- Develop templates for console programming
- Work with personnel to finalize the dispatch user interface
- Customer to inform personnel of the cutover date/time

## Phase II - Cutover Execution

Phase II of the plan is where the execution of the pre-defined plan in Phase I takes place. A second review of responsibilities, steps, actions and contingencies should take place immediately before execution of the cutover.

### Day(s) of Cutover

- Verify that all components and cables required are present
- Perform the migration of the first MCC operator position after approval from the Customer, i.e., turn off the MCC Op and replace it with the new AXS position.
- Motorola will verify the operation (GUI setup, console operations, and wide area connectivity to the ASTRO System) of the AXS position.

- Dispatchers to test and confirm normal communications have been restored.
- Dispatchers resume normal operation using the AXS console.
- Motorola performs UNC and UEM updates and verifications.
- Conduct acceptance test procedures with the new AXS dispatch console. Troubleshoot as necessary.
- Dispatchers start using the new AXS position.
- Motorola will follow this procedure for subsequent MCC operator positions and replace them with AXS consoles.
- Confirm dispatch site links are up. At a coordinated time, disconnect the GCP 8000 from the site switch. (Start loss of fallback capability.)
- Connect the DSC 8000 to the same port. (End loss of fallback capability.)
- Delete the GCP8000 from UNC and UEM.
- Discover the DSC 8000.
- Verify proper operation with personnel
- Customer to verify the solution with the existing logger and any other subsystems
- End of cutover.
- Repeat process for each site/agency as coordinated in Phase I.

### **Phase III - Post Cutover**

After the successful execution of the cutover plan, post-cutover activities can be commenced to remove the components that are no longer needed for the operations of the new system. The removal of these components will be executed with no disruption to operations of the upgraded ASTRO 25 system as agreed in the statement of work.

These components include:

- Legacy MCC 7500 console equipment at the Customer Dispatch Center.
- Resolve punch list items

Removal of any legacy system equipment will be at the approval of the Customer. Legacy

# Implementation Statement of Work

## Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Decatur County BOCC. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and Decatur County BOCC to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for Motorola Solutions and Decatur County BOCC during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for Motorola Solutions and Decatur County BOCC.
- A preliminary implementation timeline.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by all parties to ensure a successful project implementation. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

## Responsibility Matrix

Motorola will use a phased approach for successfully implementing Decatur County BOCC's system.

These phases are broken down by:

- Project Initiation
- System Installation
- System Optimization And Testing

Tasks	Motorola Solutions	Decatur County
<b>PROJECT INITIATION</b>		
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
<b>Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.</b>		
<b>Project Administration</b>		

Tasks	Motorola Solutions	DeKalb County
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents within 7 to 10 business days.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	X	
<b>Deliverable: Completed and approved project milestones throughout the project.</b>		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present the preliminary installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Validate that Customer sites can accommodate proposed equipment.		X
Review safety, security, and site access procedures.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X

Tasks	Motorola Solutions	Decatur County
Assume responsibility for issues outside of Motorola Solutions' control.		X
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN, and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
<b>Deliverable: Completed project kickoff along with any relevant Change Order documentation.</b>		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for the system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
<b>Deliverable: Equipment procured and ready for shipment.</b>		
<b>Equipment Shipment and Storage</b>		
Provide a secure, temperature-controlled location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
<b>Deliverable: Solution equipment received and ready for installation</b>		
<b>Console Installation and Configuration - AXS Migration</b>		
Provide console furniture and make room for new console installation.		X
Verify backhaul connectivity and associated equipment (such as MPLS) for all sites to meet latency, jitter, and capacity requirements. These may include dedicated phone circuits, microwave links, or other types of connectivity.	X	
Verify existing Ethernet cables between Console positions and backroom equipment are in good condition. Motorola will review the results with the Customer.	X	
Verify there are adequate UPS and/or power receptacles available at each console position. Motorola will review the results with the Customer.	X	
If needed, provision and wiring of additional AC circuits/feeds/breakers/receptacles/PDUs, and cover any upgrade of the		X

Tasks	Motorola Solutions	Decatur County
<p>amperage of the utility service into the proposed facility.</p> <p><i>Note - MSI has priced in one additional PDU in the event there is not enough power distribution available for the backroom equipment. The PDU will require two (2) 60A circuits. MSI will rack install the PDU, but it is Decatur County's responsibility to provide the electrician services and materials to wire it into the local electrical panel.</i></p>		
Install one (1) new 7.5' rack and install one (1) 120/240 Split PH N+1 Redundant PDU in the new equipment rack.	X	
Verify the backroom equipment, including switches, routers, CCGWs, AUX I/Os, loggers, and their related equipment, as well as the control room firewall, to ensure they exist and are in good condition.	X	
Connect the console to circuit demarcation points.	X	
Install the proposed equipment at each location, as defined by the equipment list and system description.	X	
Install peripheral console equipment as mentioned in the system description in accordance with R56 standards and state/local codes where applicable.	X	
Develop up to five (5) templates for console programming.	X	
Perform console programming and configuration.	X	
Verify backhaul connectivity between the Console site and ASTRO System Core.	X	
Provision Consoles on the existing ASTRO System.	X	
Perform functionality test of the consoles as described in the FATP section.	X	
Document and provide test results.	X	
Review and approve test results.		X
Remove outdated console equipment and provide it to the customer.	X	
Store, or transport and dispose of outdated equipment.		X
Provide training on the CommandCentral AXS Console Platform by a MSI Instructor. Classes provided will include enough to train three (3) Supervisors/Administrators and ten (10) Dispatch Operators on the AXS console Platform.	X	
Provide at minimum one (1) AXS console exclusively for training purposes during the MSI Instructor led training sessions.		X
<b>Deliverable: Console equipment installation completed.</b>		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal	X	

Tasks	Motorola Solutions	DeKalb County
levels are set accurately.		
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Reconfigure and reoptimize 3rd party equipment that is not part of the Motorola Solutions scope of work.		X
<b>Deliverable: Completion of System Optimization.</b>		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
<b>Deliverable: Completion of functional testing and approval by Customer.</b>		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system. This will include the following:  Updated Site Block Diagrams showing net new equipment.  Updated Site Floor Plans showing net new equipment.  Updated Site Equipment Rack Configurations showing net new equipment.  Functional Acceptance Test Plan Test Sheets and Results.  Equipment Inventory List.  Console Programming Template (where applicable).  Drawings will be delivered in Adobe PDF format.	X	

Tasks	Motorola Solutions	Decatur County
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
<b>Deliverable: All required documents are provided and approved. Final Project Acceptance.</b>		

## Assumptions

The following assumptions remain in need of review and verification as of the submission of this proposal. These assumptions affect the scope of responsibilities to ensure ancillary systems and facilities are fully prepared to support the solution contained in this proposal. Motorola will work with Decatur County to determine the validity of these assumptions and determine the increased scope for which Motorola and/or customer is responsible. Should the County prefer Motorola to assume responsibility for the increased scope, Motorola will prepare and submit to the County a revised proposal or change order reflecting the revised scope, cost, and project implementation.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of Decatur County.
- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Decatur County..
- Any required system interconnections not specifically outlined here will be provided by Decatur County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should your system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Assumes the existing logging recorder will remain the same. No new logging recorder upgrade has been provided in this proposal.
- Any equipment items that are currently covered by Decatur County's existing SUA are not included to this proposal such as, but not limited to Console AUX I/O upgrades, CCGW upgrades, and switches & routers.
- No 3rd-party API integrations to the AXS consoles are included or required.
- The existing backup control stations will remain the same. No new backup control stations, or portables, are included or required.
- The existing control station combiner will remain the same. No new control station combiner is included or required.
- Decatur County is responsible for providing all electrician services, including (if needed) providing two (2) 60A circuit breakers in the local electrical panel and wiring the MSI provided PDU to said breakers.
- No new equipment to support the customer's VHF paging system is included or

Operators on the new AXS console platform are included. If the County wishes to adjust the number of Supervisors and Operators that they would like trained then MSI will be happy to adjust the cost for training. Training costs assume:

- Training will occur at the Decatur County dispatch location and will be led by a MSI Instructor.
- Decatur County will be able to make (at minimum) one (1) of their new AXS consoles available for the sole purposes of training during the training period.
- No additional console licenses for the Core are included or required.

## **AXS Console Migrations - Functional Acceptance Test Plan**

The following tests will be conducted on the AXS consoles to demonstrate the functionality and performance:

- Active Microphone Selection
- Emergency alarm and Call Display Description
- Enable Minimum Volume Control
- Instant Recall Recorder (IRR) Operation
- Trunking Private Call
- Trunking Secure Private Call
- Activity Log
- Console Priority
- Talkgroup Patch
- Talkgroup Patch - Secure
- Talkgroup Selection and Call
- Talkgroup Selection and Call - Secure
- Default Alert Tones available for Transmission

### **Excluded Testing**

- Component Level Testing: Each component of the system undergoes testing at the point of manufacture of that component. The FAT is concerned with testing overall system level functionality and performance and component level testing is not replicated during the FAT.
- EMC Compliance: EMC regulatory compliance has been established at component level, and the FAT will not measure EMC behavior.
- Capacity or Loaded System Performance: Testing to ensure that the system meets its capacity and loaded system performance requirements is conducted during Motorola's product development process using specialized system loading and simulation tools. It is not replicated during an FAT.

## **Preliminary Project Schedule**

Motorola's preliminary schedule indicates total project implementation to be approximately 6 months pending supply chain availability at time of purchase. This preliminary schedule is included for informational purposes only and assumes that all Decatur County responsibilities as defined above are completed, as required. If site improvements or site approvals are needed these must be completed prior to equipment shipping to the field.

## Training Classes

Successful implementation and ongoing use of any communications system are dependent on effective training. Motorola Solutions Worldwide Learning Services (WLS) will deliver comprehensive training by providing knowledgeable and experienced instructors, well-designed courseware, and integrated lab activities.

The suggested courses below will provide attendees with a level of knowledge to use the system to its maximum potential:

- AXS Dispatch Operator Training: Training for up to ten (10) students at Decatur County BOCC's site on dispatch console usage. The course provides an introduction to the proposed dispatch console and its basic operation through hands-on activities. Training will include tailored job aids.
- AXS Dispatch Supervisor Training: Training for up to three (3) students at Decatur County BOCC's site on dispatch console usage, with additional content on console supervisory operations. Covers the same topics as the Dispatch Operator training, with additional content for managing the proposed dispatch console and using console administrator functions.

# Warranty & Lifecycle Services

All Motorola supplied equipment comes with Motorola's standard 12 month warranty.

The five new CommandCentral AXS consoles will replace the County's existing five MCC 7500 consoles on their current service agreement. Any maintenance and lifecycle services that are currently purchased for the MCC 7500 consoles will transfer to the new AXS consoles with no change in pricing for those services.

# Pricing Summary

EQUIPMENT AND SERVICES SUMMARY	
Equipment	\$ 489,082
Systems Integration	\$ 289,335
<b>System Subtotal</b>	<b>\$778,417</b>
Sourcewell Discount	(\$73,718)
AXS Promo Discount (X5 Positions)	(\$150,000)
<b>SUMMARY TOTAL:</b>	<b>\$554,699</b>

**Quote is valid for 60 days from the date of this proposal.**

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

# Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

Milestone	Milestone Detail	Percentage
1	Completion of Contract Execution (due on effective date)	25%
2	Shipment of Equipment	60%
3	Installation of Equipment at Customer Site	10%
4	Final Acceptance	5%

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

# Contractual Documentation

PRODUCTS AND SERVICES AGREEMENT		
This Products and Services Agreement (this "Agreement") is entered into between Motorola Solutions, Inc, ("Seller" or "Motorola") and the entity set forth in section I(b) ("Customer") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "Party" and collectively as the "Parties".		
Seller and Customer Information		
(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Address: Contact:
Transaction Details		
(a)	Proposal	Proposal No. _____ Date: _____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.

(c)

Term and Conditions

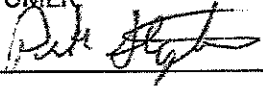
The Parties acknowledge and agree that the terms of the Sourcewell Agreement #UZ0625-MOT, including all applicable addenda and links therein. Should anything contradict between this proposal and the agreement, the agreement shall always prevail.

**Entire Agreement**

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER:

By:



Print Name:

Pete Stephens

Title:

Chairman

Date:

5-12-26

Motorola Solutions, Inc

By:

Print Name:

Title:

Date:

## Master Consulting Services Agreement

This Master Consulting Services Agreement ("Agreement") is made and entered into as of the 17 day of May, 2026 (the "Effective Date"), by and between **Decatur County Board of Commissioners, Georgia**, with offices located at **P.O. Box 726, Bainbridge, GA 39818-0726** (hereinafter referred to as either "Client" or "County"), and **Passero Associates, LLC**, with offices located at **335 S. Legacy Trail, Suite B-102, St. Augustine, FL 32092** (hereinafter referred to as either "Passero" or "Consultant"). Collectively, Client and Passero are hereinafter referred to as "the Parties" to this Agreement.

### Witnesseth:

WHEREAS, Client desires Passero to provide certain professional consulting services as described in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

### 1. Provision of Services/Method of Project Authorization

- 1.1 This Agreement provides the terms upon which Client may avail itself of the professional consulting services of Consultant from time to time over the period of time specified hereinafter. An introduction to these General Engineering/Consulting Services is attached to this Agreement as Attachment A, entitled "General Engineering/Consulting Services, Decatur County Industrial Air Park, Bainbridge, Georgia."
- 1.2 Passero shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the "Services"). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms and special provisions or conditions specific to the Services or project being authorized (the "Project"). An outline of the Work Order is attached to this Agreement as Attachment B, entitled "Sample Work Order". In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services or Project involved over the conflicting provisions of this Agreement.
- 1.3 Should Client issue a purchase order or other instrument related to Passero's Services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Passero shall indicate the purchase order number on the invoices sent to Client.
- 1.4 Since Passero has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by Client to estimate project construction costs, Passero's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, Passero cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If Client wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by Client will be considered Additional Services which entitle Passero to additional compensation shall be negotiated and mutually agreed upon by the Parties.

- 1.5 If the Services are to include services during construction, any resident engineering, construction, observation, special inspections, or testing provided by Passero is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. Passero neither guarantees nor insures any contractor's work nor assumes responsibility for (i) the means, methods or materials used by any contractor, (ii) Project site safety, or (iii) any contractor's compliance with laws and regulations. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project; including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours.
- 1.6 The Services shall be performed by Passero utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than as expressly set forth herein, Passero makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this agreement. Passero shall have no liability for indirect, special, incidental, punitive or consequential damages of any kind.

## **2. Client's Responsibilities**

- 2.1 Client shall provide full information regarding its requirements for the Services or Projects and shall arrange for Passero, its agents and consultants access to the site of work.
- 2.2 Client shall designate a representative authorized to act on its behalf with respect to the Services or Project. Client's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by Passero or furnish information required of Client and, when specifically requested to do so by Passero in writing, Client's authorized representative shall render in writing decisions pertaining thereto promptly so as not to delay the progress of Passero's Services.
- 2.3 Client shall provide Passero, its agents and consultants, access to its records to the extent necessary to perform Passero's obligations hereunder. If any off-site investigations are required, it shall be Client's responsibility to secure the required access rights from site owners.

## **3. Term of Agreement**

The term of this Agreement shall be five (5) years from the date this contract is approved and executed by the Decatur County Board of Commissioners, unless notice of termination is given as set out more fully below.

## **4. Compensation and Method of Payment**

- 4.1 Client shall compensate Passero for the Services on the basis as set forth herein and in each separately issued Work Order.
- 4.2 Passero recognizes that Client is generally exempt from paying sales and other forms of taxes. However, in the event that Client is required by law to pay any sales or similar tax by any governmental authority, Client shall pay any such tax promptly and when due.
- 4.3 Passero shall invoice Client monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable within thirty (30) days of receipt by Client. Client shall notify Passero in writing of any disputed amount contained in an invoice within fifteen (15) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.
- 4.4 Compensation due Passero under this Agreement is due and payable at Passero's offices in St. Augustine, Florida (or at such other location as may be specified by Passero in writing).

4.5 If Client fails to make any payment due Passero for Services and Reimbursable Expenses within thirty (30) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due Passero shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the thirtieth (30<sup>th</sup>) day; and, in addition, Passero may, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Passero has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without Passero incurring liability due to such suspension. Invoices for services rendered that are funded through Federal or State programs, and for which the OWNER has an active grant, will be due and payable within fifteen (15) days of the OWNER receiving the Federal or State funds associated with the invoice in question. Timely payment of Passero invoices is a strict condition precedent to the assertion of any and all claims. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Passero's services, including but not limited to the services described herein.

## **5. Delays/Changes**

5.1 Any delay or default in the performance of any obligation of Passero under this Agreement resulting from any cause beyond Passero's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of Passero as long as performance is delayed or prevented thereby, and the compensation due Passero hereunder shall be equitably adjusted.

5.2 During the performance of the Services hereunder, Client shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by Passero, then, upon completion of such additional services, Passero shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

## **6. Direct Personnel Expenses Defined**

6.1 Direct Personnel Expenses are defined as the cost of salaries of employees of Passero engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits.

## **7. Reimbursable Expenses Defined**

7.1 Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by Passero, its employees, or its consultants in the interest of the Services or Project including but not limited to:

7.2 Transportation and subsistence of Project personnel, consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproduction and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other materials and expendable supplies directly used with respect to the Project.

7.3 Any other provision of this Section 7 notwithstanding, Reimbursable Expenses are limited to the amounts set forth in each Work Order.

## **8. Insurance**

8.1 Passero agrees to maintain the following insurance coverages during the performance of its Services under this Agreement:

Type	Coverage
Worker's Compensation and Employer's Liability	Statutory
General Liability – Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000 / \$1,000,000
Automobile Liability – Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000 / \$1,000,000
Professional Liability (including errors and omissions)	\$1,000,000 / \$1,000,000

8.2 Upon request, Passero shall provide Client with a certificate of insurance indicating that the above-described coverages are in effect.

8.3 Limitation of Liability: The County agrees, to the fullest extent permitted by law, to limit the Consultant's professional liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, to the total amount of \$100,000, or the amount of the Consultant's fee on a specific project (whichever is greater).

**9. Termination/Suspension**

9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, Passero shall be compensated, as provided herein, for Services performed through receipt of such written notice of termination, together with Reimbursable Expenses then due.

9.2 If the Project is suspended for more than thirty (30) consecutive days, Passero shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, Passero's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Passero's Services.

**10. Use of Documents and Electronic Deliverables**

10.1 All Documents and Electronic Deliverables created by Passero during its' assignment to the County shall become property of the County. All Documents are recognized as instruments of Service in respect to this Project, and Consultant shall also retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

10.2 Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as "hard copies") that are signed and sealed by Consultant. Electronic files of text, data, graphics, or other types that are furnished by Consultant ("Electronic Deliverables") to Client are only for convenience of Client. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the Client's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 When transferring Electronic Deliverables, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

10.4 Client may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by Client. Such Electronic Deliverables are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Consultant is providing such Documents and Electronic Deliverables for Client's use only for this Project. Any reuse or modification of Electronic Deliverables without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant or Consultant's subconsultants. Any verification or adaptation by Consultant of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates agreed upon by Client and Consultant.

**11. Hazardous Substances**

11.1 Client recognizes that the Project site may involve the presence of hazardous, toxic or pollutive substances. Passero has no responsibility for the condition of the Project site or the handling, storage or disposal of any substance or materials from any Project site or otherwise.

**12. Equal Opportunity Employer**

12.1 Passero is an equal opportunity employer. Passero does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era, or disabled individuals.

**13. Contingent Fees**

13.1 Passero warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for Passero, whose fee, commission, percentage, gift, or other consideration from Passero is contingent upon, or results from, that person's or entity's procuring this Agreement.

**14. Construction**

14.1 This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Georgia.

**15. Venue, Dispute Resolution**

15.1 Client and Passero agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Decatur County, Georgia.

15.2 In the event of a dispute between the County and Consultant, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

**16. Dispute Costs**

16.1 In the event litigation shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses and attorneys' fees which may be incurred on account

of such litigation, as well as at every stage of any such proceedings from the time such dispute first arises through trial, arbitration or other proceedings and all appellate processes.

**17. Successors and Assigns**

17.1 Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors, and assigns. Passero will not assign this Agreement in whole or in part, or delegate any of its responsibilities hereunder to any third party, without the express written consent of the Client, which consent shall not be unreasonably withheld.

**18.. Entire Agreement**

18.1 This Agreement and the exhibits hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon Client or Passero unless reduced to writing and signed by both Parties. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

**19. Partial Invalidity**

19.1 If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**20. Notices**

20.1 Any notice, demand, request, or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinabove given.

20.2 Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To Client:  
Pete Stephens, Chairman  
Decatur County Board of Commissioners  
P.O. Box 726  
Bainbridge, GA 39818

To Consultant:  
Bradley J. Wente, P.E., President  
Passero Associates, LLC  
335 S. Legacy Trail, Suite B-102  
St. Augustine, FL 32092

**21. No Partnership**

21.1 Nothing contained in this Agreement shall or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between Client and Passero, and they are and shall remain independent contractors one as to the other.

**22. Counterparts**

22.1 This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

**23. Additional Provisions**

23.1 Confidentiality: The County requires that Passero exercise reasonable care in order to protect the Airport business operations from other Airports in similar business enterprise.

23.2 Right of Refusal: The County has the right to refuse Passero's assignment of subconsultant contracts to any subcontractor not acceptable by the County.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

"Client"

"Consultant"

Decatur County Board of Commissioners

Passero Associates, LLC

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


By: Bradley J. Wente \_\_\_\_\_

Typed Name: Pete Stephens, Chairman

Typed Name: Bradley J. Wente, P.E., President

Attest:

Attest:

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

By: Logan M. Smith \_\_\_\_\_

Typed Name: Michelle West

Typed Name: Logan M. Smith, P.E.

Title: County Clerk

Title: Project Manager

Date: May 20, 2026

Date: May 18, 2026

(CORPORATE SEAL, optional)

(CORPORATE SEAL, optional)

**Attachment A**  
**Scope of Work**  
**General Engineering/Consulting Services**  
**Decatur County Industrial Air Park**  
**Bainbridge, Georgia**

## Scope of Work - General Engineering/Consulting Services

### Decatur County Industrial Air Park, Bainbridge, Georgia

#### I. General

The General Engineering/Consulting (GEC) Services to be provided shall be on a continuing basis. Specifically, authorized GEC services shall be described in separate work orders. The Consultant shall prepare each work order and forward it to the **Decatur County Board of Commissioners** for review, action, and approval. Consultant shall not proceed on projects until receipt of written authorization to proceed from the County. If Consultant does proceed prior to receipt of written authorization, Consultant services may not be eligible for payment from the County.

Scope of work, fees, and schedule for each phase of the development program (or a specific project within a development program) shall be set forth in each work order. If there are any inconsistencies between the Master Consulting Services Agreement and a work order, the work order shall govern.

Professional services shall be divided into two categories of services, in accordance with industry standards: 1 – Basic Services, and 2 – Special Services. Basic Services shall be completely defined within each work order by a scope, lump sum fee, schedule, and deliverables. Special Services are services that can reasonably be anticipated to become a part of the project before the start of a project, however, these services can only be defined at a later date in the development program (or project). Special Services such as wetland delineation/flagging, survey and mapping of flagged areas would be considered as one example of this type of service, as the exact wetland boundaries (and size) cannot be determined at the start of a project. Special Services shall be performed as approved by the County in writing, and as funds are available. If requested by the County, a preset fee for anticipated Special Services shall be included in work order(s). If additional funding is required due to project conditions, field conditions or other information, the County and Consultant shall either modify the program (or project) or the County shall commit additional funding.

The sections that follow describe potential forms of professional General Engineering/Consulting Services to be provided.

#### II. Program Management Services

In general, Program Management (PM) services involve the detailed coordination of individual projects within overall development programs, including a continuing review of active development procedures relating to specific County goals and objectives. Specifically, PM services provide the County with program/project direction, consulting, and review from initial program concepts to final project closeout. PM services also provide multi-disciplined, multi-sponsored project coordination (i.e., projects “by others”), to update the County on “other” development programs that may have an effect (or interaction) on County programs. PM services may be assigned by the County for programs related to the Airport. Specifically, PM services may consist of the following:

1. Providing consultation with County on both overall development program and specific project requirements, finances, schedules, and other pertinent matters early in the life (and throughout the life) of the program (or project).
2. Review programs (and projects) in accordance with FAA and GDOT Airport design standards, recommendations, advisories, regulations, and orders.
3. Coordination with the FAA, GDOT, County, the general public, and other concerned agencies involved with the Airport and other development programs within the County.
4. Conducting and attending progress meetings.
5. Conducting and attending public information meetings, public hearings, and other associated presentations.
6. Collecting data necessary to prepare financial, planning, environmental, architectural, engineering, and other feasibility studies.

7. Conducting grants-related research and/or administration throughout the life of the program/project, including the preparation of necessary applications for local, state, and federal grant programs and studies.
8. Any other program management-related services, as requested by County and agreed to by Consultant.

### **III. Engineering Design and Construction Phase Services**

As directed, the GEC will provide engineering design and construction-phase services. In general, the GEC shall provide technical services, prepare interim reports, and provide status update presentations as each portion of a development program progresses, for County review and comment.

Engineering design and construction phase services may consist of the following:

1. Civil engineering.
2. Site engineering.
3. Environmental engineering and storm water management.
4. Structural, mechanical, electrical, and plumbing engineering.
5. Transportation and traffic planning and engineering (including drainage analysis).
6. Architectural design and interior design services.
7. Landscape architecture services.
8. Bid preparation, review, and recommendation of award.
9. Construction administration and resident engineering/owner's representative services.
10. Design-build coordination, management, and construction administration.
11. Value engineering.
12. Geotechnical investigation.
13. Topographic surveying.
14. Any other engineering design and construction phase services, as requested by County and agreed to by Consultant.

### **IV. Planning Services**

As directed, the GEC will provide planning-related services. In general, the GEC shall prepare technical studies, feasibility studies, interim reports, and provide status update presentations as each portion of a development program progresses for County review and comment.

Planning services may consist of the following:

1. Project feasibility, operational and financial planning.
2. Airport Master Plans and Airport Layout Plans.
3. Transportation and traffic planning.
4. Recreational facility planning.
5. Drainage master planning.
6. Environmental Assessments and Environmental Impact Statements.
7. Noise compatibility studies, noise measurement and monitoring.
8. Financial studies.
9. Economic development and/or impact studies.

10. Assistance with state and federal-level MBE/DBE Programs.
11. Annual updates of the Airport Capital Improvement Program (CIP).
12. Monitor and update tenant lease exhibits.
13. Participate in public information programs and/or public hearings relating to airport planning and development, and other development programs.
14. Monitor and maintain ground and aerial surveys.
15. Any other planning-related services, as requested by County and agreed to by Consultant.

V. **Staff Extension Services**

Staff Extension Services may consist of small projects, day-to-day professional services, continuing long-term assignments, or miscellaneous services that are needed in an immediate manner. Therefore, the formulation of a new work order may neither be prudent nor possible. A preset hourly fee shall be established when assigning staff extension services. In most cases, the consultant shall "draw down" on a not-to-exceed fee, as directed by the County. If additional Staff Extension Services are desired or required beyond the initial pre-set fee, the Consultant will notify the County before the entire preset fee is exhausted, and an additional fee may be assigned by the County to allow a continuation of services.

**Attachment B**

**Sample Work Order**

**Decatur County Industrial Air Park  
Bainbridge, Georgia**

**Sample Work Order 2026-01**

**Project: Sample Project**

Passero Associates (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the Decatur County Board of Commissioners, dated \_\_\_\_\_, 2026, all of which terms and conditions are incorporated herein by reference:

**Project Location:** Decatur County Industrial Air Park (BGE), Bainbridge, Georgia.

**Project Description:** Sample Project.

**Scope of Basic Services:** See Attachment "Exhibit A Scope of Work."

**Scope of Special Services:** N/A

**Client Manager:** Alan Thomas, County Administrator, Decatur County

**Airport Manager:** Tommy Johnson

**PA Project Manager:** Logan Smith, P.E.

**Basic Services Compensation and Method of Payment:** Lump Sum Fee \$XXX.XX. See "Exhibit B Cost Summary."

**Special Services Compensation and Method of Payment:** N/A

**Schedule:** Services to begin upon receipt of fully-executed Work Order, or when Notice-to-Proceed is issued by GDOT.

**Meetings:** TBD. See Attachment "Exhibit A Scope of Work."

**Deliverables:** TBD. See Attachment "Exhibit A Scope of Work."

**Other Considerations** (if applicable): N/A

**"Client"**

**Decatur County Board of Commissioners**

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

Name: Pete Stephens

Title: Chairman

Attest:

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

Name: Michelle West

Title: County Clerk

**"Consultant"**

**Passero Associates, LLC**

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

Name: Bradley J. Wentz, P.E.

Title: President

Attest:

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

Name: Angela Witt

Title: Senior Contracts/Grants Administrator