

**A SUBSTITUTE RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

04-R-0148

A SUBSTITUTE RESOLUTION AUTHORIZING RENEWAL AGREEMENT NUMBER 3 WITH NORTHROP GRUMAN COMMERCIAL SYSTEMS, INC., FOR THE CITY OF ATLANTA'S CITYWIDE RADIO SYSTEM MAINTENANCE AGREEMENT FOR A PERIOD OF ONE (1) YEAR IN THE AMOUNT OF \$2,382,506 WITH THE OPTION TO RENEW FOR EACH OF TWO (2) ADDITIONAL YEARS WITH FIRM, FIXED RATES ANNUALLY; ALL COST TO BE PAID FROM THE APPROPRIATE FUND, ACCOUNT AND CENTER NUMBERS; TO REFLECT A NAME CHANGE FROM NORTHROP GRUMAN SPACE AND MISSION SYSTEM CORPORATION SUCCESSOR - IN-INTEREST TO NORTHROP GRUMAN COMMERCIAL SYSTEMS, INC., AND FOR OTHER PURPOSES.

WHEREAS, on or about January 16, 1994, the City of Atlanta ("City") selected TRW since purchased by Northrop Gruman Corporation to serve as the general contractor to design, construct, and install a complete integrated communications system for the City; and

WHEREAS, the City and Northrop Gruman Commercial Systems, Inc., Inc., have in existence a maintenance agreement relating to the Citywide Radio System (the "Northrop Gruman ACRS Maintenance Agreement"), and Northrop Gruman Commercial Systems, Inc., Inc. has been providing support and maintenance to the City pursuant to various terms and condition under that agreement; and

WHEREAS, since 1997 Northrop Gruman Commercial Systems, Inc., Inc., has served as the City's point of contact for all technical issues regarding the E-911 Emergency Communications Center data systems that were provided under the Northrop Gruman Commercial Systems, Inc., Inc., ACRS original contract; and

WHEREAS, effective maintenance of a large, integrated system requires a through knowledge of the subsystem to support daily operation and, in the event of system outage, the capability to quickly and accurately diagnose problems and deploy the appropriate resources to effect repairs; and

WHEREAS, over the past few years, Northrop Gruman Commercial Systems, Inc., Inc., has developed and maintained a good working relationship with the City technical service providers, gained and in-depth understanding of the subsystems and their interfaces, and is qualified to perform maintenance for these systems; and

WHEREAS, Northrop Gruman Commercial Systems, Inc. will continue its existing approach for maintenance and technical support of ACRS and other system components in order to ensure reliable operation of the systems at all times including providing, among other things, 7-day/24 hour major systems corrective maintenance; single point of contact for system repair; on-site maintenance and technical support during normal office hours; technical support as requested to solve routine problems and evaluate and implement new capabilities; tracking of inventory and repairs; and management of service contracts with key subsystem supplier/vendor; and

WHEREAS, the City and Northrop Gruman Commercial Systems, Inc. wish to renew the Northrop Gruman Commercial Systems, Inc. ACRS Maintenance Agreement for a period of one (1) year with the option to renew for each of Two (2) additional one (1) year terms; and

WHEREAS, the City and Northrop Gruman Commercial Systems, Inc. desires to enter into an appropriate contractual agreement reflecting Renewal Agreement Number 3; and

WHEREAS, the Office of General Services has recommended that this transaction is in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA GEROGIA, AS FOLLOWS:

SECTION 1: That the Mayor is hereby authorized to execute an appropriate contractual agreement on behalf of the City for Renewal Number 3 to the existing Maintenance Agreement with Northrop Gruman Commercial Systems, Inc., beginning January 1, 2004 to, through, and including December 31, 2004 for a grand total system maintenance cost of not to exceed Two Million Three Hundred Eighty Two Thousand, Five Hundred Six Dollars (\$2,382,506).

SECTION 2 That the Northrop Gruman Commercial Systems, Inc., ACRS Maintenance Agreement shall be renewed for a period of one (1) year with the City's option to renew for each of two (2) additional one (1) year terms to, through, and including December 31, 2006, with firm fixed prices for each such annual term pursuant to Northrop Gruman Commercial Systems, Inc., Statement of Work dated August 17, 2001 and as revised on December 22, 2003. Renewal Agreement number 3 and each renewal thereafter shall be subject to and expressly contingent upon the City's appropriations of sufficient funds to support each renewal term.

SECTION 3 That Renewal Agreement Number 3 with Northrop Gruman Commercial Systems, Inc., shall not become binding upon the City and the City shall incur no obligation upon the same until such agreement has been approved by the City Attorney as to form, executed by the Mayor, sealed by the Municipal Clerk, and delivered to the contracting party.

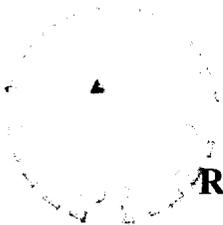
SECTION 4 That cost associated with this transaction shall be charged to and paid from the following: General Fund, Fund, Account and Center Number 1A01-523001-T51013 in an amount not to exceed \$1,316,205; the following Enterprise Funds, Fund, Account and Center Numbers 2H21-523001-R2E01219999 in an amount not to exceed \$277,968; 2J01-523001-Q64001 in an amount not to exceed \$244,548; 2J01-523001-Q30001 in an amount not to exceed 186,519; 2P01-523001-M31101 in an amount not to exceed \$134,708 and the following Trust Fund, Fund, Account and Center Numbers 3P02-575001-D45K01109999 in an amount not to exceed \$153,558; 3P02-524001-D45K01109999 in an amount not to exceed \$69,000.

A true copy,

Rhonda Daughkin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

FEB 02, 2004
FEB 10, 2004



**Renewal Agreement Number 3 Between City of Atlanta and Northrop
Grumman Corporation for Citywide Radio Maintenance Services**

This maintenance agreement dated as of January 1, 2004 is between the City of Atlanta, a municipal corporation within the State of Georgia (hereinafter "Buyer" or "City") and Northrop Grumman Commercial Systems, Inc., a corporation organized in the State of Delaware, U.S.A., acting through its State and Local Public Safety Solutions operating unit, with offices at 12011 Sunset Hills Rd., Reston, Virginia, U.S.A. 20190 (hereinafter "Seller" or "Contractor"), and authorized to transact business within the State of Georgia.

WHEREAS, Seller is in the business of maintaining hardware, writing, designing and analyzing computer programs and rendering consulting and maintenance services relative thereto; and

WHEREAS, Buyer has purchased hardware and computer programs from Seller for use in its business for which it requires program maintenance and program diagnostic services in relation thereto; and

WHEREAS, Seller has agreed to perform such services and render assistance to Buyer to the extent and in the manner hereinafter set forth; and

WHEREAS, pursuant to City Resolution 04-R-_____, the Mayor is authorized to execute an appropriate agreement on behalf of the Buyer for Renewal Number 3 to the existing agreement with Seller for Citywide radio maintenance, beginning January 1, 2004 to, through and including December 31, 2004, a copy of which Ordinance is attached hereto, incorporated herein by this reference and made a part of this Agreement as Exhibit "A."

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Maintenance Services.

(a) Remedial Maintenance. Seller agrees to maintain in good operating condition the Hardware and Software described on Schedule A, the Statement of Work (and such additional Hardware and Software as may be added to Schedule A by written agreement of both parties) and to correct such Hardware and Software in a manner as may be mutually agreed upon by the parties hereto. Service includes labor and parts to repair equipment that has become defective through normal wear and usage.

Seller personnel shall furnish such Maintenance Services and will be responsive to Buyer's maintenance requirements within the time frame specified in Schedule A, Statement of Work

(b) Software Updates. Seller agrees to provide Buyer with any new releases of the Software containing corrections or enhancements as specified in Schedule A.

(c) Support. Seller agrees to provide telephone and on-site user support as specified in Schedule A, the Statement of Work dated August 17, 2001 and revised December 22, 2003.

(d) Correction Time. Maintenance Services for the Hardware and Software Systems hereunder shall conform to the time frames established in the Statement of Work.

(e) Costs. In providing the hardware and software Maintenance Services specified herein, Seller shall bear all costs and expenses including travel, labor, parts and service expenses, except additional costs caused by negligence and/or misuse by the Buyer of the hardware and the alteration of any software by Licensee, unless such alteration has been approved by Seller in writing. This is a firm fixed price agreement. Buyer's total compensation to Seller for such services rendered within the Renewal Agreement Number 3 shall not exceed the sum of \$ _____.

(f) Excluded Services. The following items are excluded from coverage: consumables and their installation; repairing Hardware and Software unrelated to and/or not included in Schedule A, the Statement of Work; Equipment damaged by accidents, physical or electronic misuse, acts of God, or other casualty; and damage caused by environmental conditions not conforming to Equipment specifications. Seller will provide service for non-covered repairs at its option and at rates to be negotiated between Buyer and Seller.

(g) Non-Appropriation.

Notwithstanding anything contained in this Agreement to the contrary, Buyer is obligated only to pay such compensation or other amounts due under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Buyer's then current fiscal year.

a. This Agreement shall terminate absolutely and without further obligation on the part of Buyer at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which this Agreement may be renewed .

b. This Agreement states Buyer's total obligation to Seller for the calendar year of execution of this Agreement and further states the total obligation which will be incurred by Buyer in any renewal term.

c. Notwithstanding anything contained in this Agreement, Buyer's obligation to pay compensation or other amounts due under this Agreement shall be subject to Buyer's annual appropriations of funds for the services procured under this Agreement by Buyer's governing body and such obligation shall not constitute a pledge of Buyer's full faith and credit within the meaning of any constitutional debt limitation.

d. Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated by Buyer to support continuation of this Agreement during the calendar year of execution, the original term or for any renewal term, this Agreement shall terminate absolutely and without any further obligation on Buyer's part whatsoever. Buyer shall give Seller notice of such termination for Non-Appropriation at least 90 days prior to the end of the then current original term or renewal term.

2. Buyer's Responsibilities.

(a) Buyer Personnel. Buyer shall provide and designate appropriate, knowledgeable

personnel on its staff who shall be available to Seller, as Seller may reasonably request, for information, consultation, and advice, at no expense to Seller. Buyer shall also designate one or more appropriate and knowledgeable persons who shall work with Seller personnel to assure the expeditious execution of the work called for herein. These persons shall be empowered to request modifications or alterations of the services performed and shall be the person(s) to whom any communications relating to this Agreement and any performance hereunder may be directed.

(b) Inspection and Review. Following the completion of any maintenance services on software by Seller, Buyer shall participate in acceptance testing to verify acceptability of changes and continued stability of the system and provide formal acceptance of changes made at completion of such tests.

(c) Access to Hardware. Buyer shall allow Seller full and free access to the Hardware and Software 24 hours per day seven days per week. As a part of providing services hereunder, Seller may make modifications to the Software covered by this Agreement without additional cost to Buyer, provided however, that such modifications shall not affect the operation of any of the functions currently performed by the Software, and provided that such modifications shall not adversely impact any other use of the Hardware by Buyer.

(d) Repair of Hardware and Software. Except as provided in this Agreement, Buyer agrees not to repair or have repaired any faults or make any modifications or enhancements to Hardware and Software by personnel other than those employed by Seller unless Buyer has properly repaired such faults or made such modifications in accordance with the procedures or instructions previously approved in writing by Seller and said repairs or modifications shall be performed in accordance with such approval.

If Hardware cannot be repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, Seller, upon thirty (30) days prior written notice to Buyer, may either (1) remove such Hardware from this Agreement or (2) increase the price to service such Hardware.

(e) Non-Authorized Alterations. If Buyer causes any alterations to be made to the Hardware and Software, except (i) in the manner specified in Paragraph 2(d) or (ii) such alteration(s) made necessary as a result of Seller's breach of any provision contained in the Agreement, Seller may, at its sole discretion, select one of the following remedies:

- (1) Upon written agreement with Buyer, modify the affected Hardware and Software so as to return same to its original condition and charge Buyer an amount equal to the number of hours required to accomplish such modification remedies.
- (2) Upon written agreement with Buyer, add to the Annual Charge an additional cost for the continuance of Maintenance Services relating to the affected Hardware and Software for the remaining term of this Agreement.
- (3) Exclude all affected Hardware and Software from the terms and conditions of this Agreement with an appropriate reduction in the Annual Charges as set forth in this Agreement.
- (4) Include the affected Hardware and Software in the list of Software contained on Schedule A under the terms and conditions and for the charges stated in this Agreement.

3. Period of Service.

The Principal Period of Service shall be January 1, 2004 - December 31, 2004.

4. Term.

This Agreement shall be effective on the Date of January 1, 2004 between the parties (the "Commencement Date"), and shall continue through December 31, 2004 exercised annually as two (2) one year options by the Buyer subject to the approval of the governing body of the City and in accordance with City Resolution 04-R- . Option years shall be exercised by Buyer not later than sixty (60) calendar days prior to the then current expiration date of the service period.

5. Compensation.

Buyer agrees to pay Seller the Annual Charge payable under this Agreement in one single installment on or about April 1, 2004 or within thirty (30) calendar days of receipt of Seller's invoice, whichever is later. Except as otherwise specified herein, if this Agreement is subsequently renewed, the compensation shall be payable in advance on or about April 1 of each year and shall be sent to the address of Seller or as otherwise directed by Seller in writing. Charges for Maintenance Services provided outside the principal Period of Service shall be at the option prices identified in the pricing schedule.

6. Default.

(a) Seller may withhold services due under this Agreement in the event any payment due from Buyer is more than 30 days delinquent without justification. Seller may terminate this Agreement if Buyer fails, without justification, to pay any amount due within 15 days after notice to Buyer that the same is thirty (30) days or more delinquent.

(b) In the event of default by either party, the other party shall also pay all reasonable expenses incurred by the non-defaulting party in pursuing its remedies, including reasonable attorney's fees.

7. Termination for Convenience. Notwithstanding anything contained herein, Buyer may terminate this Agreement for its convenience upon thirty (30) days prior written notice to Seller specifying the effective date of such termination. Upon termination for convenience, Seller shall refund to Buyer or reimburse Buyer that portion of the compensation previously paid by Buyer for the months then remaining on a prorated basis under the existing term of this Agreement less Seller's reasonable unrecoverable costs for that prorated time period.

8. Ownership of Data, Software Programs, and Documentation.

All Software, Additional Software, Documentation, Additional Documentation, data files, etc.

(a) if developed by Seller, shall be and remain the sole property of Seller;
(e.g. (e.g. PSSI CAD Response software)

(b) if developed by Buyer shall be and remain the sole property of Buyer;

(c) if developed jointly by Seller and Buyer, shall be the property of Seller, and Buyer shall have a non-exclusive, irrevocable, and royalty free license to use, copy, modify and sublicense such Software, Additional Software, Documentation and Additional Documentation (e.g. AFIRS RMS software).

9. Personnel.

The personnel assigned by Seller to perform Maintenance Services for Buyer under the terms of this Agreement will be qualified to perform their assigned duties, and Seller reserves the right to determine which of its personnel shall be assigned to any particular project and to replace or reassign such personnel during a project as it, in its sole discretion, may see fit. Seller assumes responsibility for its personnel providing services hereunder and will make all deductions for Social Security and withholding taxes all contributions to unemployment compensation funds and shall maintain workmen's compensation and liability insurance for each of them.

10. Excusable Delays.

If Seller shall be delayed or prevented from performing this Agreement by reason of any cause beyond its reasonable control, such as but not limited to, strikes, labor troubles, storms, war emergencies, fires, flood, water damage, acts of God or Government, or other similar circumstances, such delay shall be excused during the continuance of and to the extent of such causes and the period for performance shall be extended to such extent as may be necessary to enable Seller to perform after the cause of delay has been removed.

11. Confidentiality.

All written information submitted by either party to the other in connection with services performed or data and procedures available under this Agreement which are identified as proprietary information by the submitting party will be safe-guarded and held confidential by the party to which it is submitted to the extent permitted by the laws of the State of Georgia. If such data is publicly available or is rightfully obtained by either party from third parties, said receiving party shall bear no responsibility for its disclosure, inadvertent or otherwise.

12. Patents.

Seller indemnifies Buyer against all actions, claims, demands, costs, charges, and expenses arising from or incurred by reason of any infringement or alleged infringement of United States letters patent, design, or copyright, by use of any products supplied by Seller but such indemnity shall not cover any use of products other than for the purpose indicated by or reasonably to be inferred from this Agreement or to any infringement which is due to use of any products in association or combination with any other products not supplied by Seller.

Except as otherwise provided in the preceding sentence, Seller shall defend or settle at its own expense any claim, suit or proceeding brought against Buyer insofar as it is based on a claim that the product or any part thereof furnished under this Contract constitutes an infringement of a US patent, US copyright or trade secret rights of any third party located in the US, so long as Seller is notified promptly in writing by Buyer as to any such action and is full authority, information and assistance (at Seller's expense) for defense or settlement

thereof. Seller shall pay all damages, costs and expenses finally awarded to third parties against Buyer but shall not be responsible for any compromise made without its consent or for Buyer's expenses incurred without Seller's written authorization. If Seller receives notice of alleged infringement of product or any part thereof and use of said product is enjoined, the Seller shall at his option, either procure for Buyer the right to continue using the product or modify or replace the same so that it is no longer infringing. In the event that none of the above options are reasonably available, Buyer's sole and exclusive remedy shall be to terminate this contract, to cease using the product and return it to Seller and to obtain from Seller a full refund of paid purchase price thereof.

The foregoing indemnity shall not apply to products or parts thereof made to specification or design of Buyer, or to any claim of patent infringement which is based upon combination of any part of products with other equipment, except equipment acquired from Seller.

13. Taxes.

Prices specified herein exclude all applicable state, federal or local taxes. It is understood no taxes shall become due under the performance of this contract since the City of Atlanta is a tax exempt entity. Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to price, sale, or delivery of any product or service furnished hereunder, not covered by this exemption.

14. Limitation.

(a) EXCEPT AS SET FORTH IN THIS AGREEMENT, Seller MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Seller shall not be liable for any damages caused by delay in rendering any performance hereunder arising from any cause beyond the reasonable control of Seller, or as a result of strikes or work stoppage.

(c) Seller shall in no event be liable for any incidental, special, or consequential damages.

(d) In no event shall Seller's liability for any services performed hereunder exceed the amount of the total compensation paid by Buyer for the present year's service under this Agreement. Services performed by Seller under this Agreement shall be considered to have been accepted by Buyer unless proof of claim is made to Seller, in writing, no later than thirty (30) days after the date of performance by Seller or after the problem is discovered, whichever is later.

15. Indemnification.

Seller agrees to and hereby indemnifies and holds Buyer harmless from and against any and all liabilities which may accrue against Buyer on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by Seller's negligence or recklessness or that of Seller's officers, agents, employees, subcontractors, or persons working on Seller's behalf and performing any services under this Agreement and against any and all claims for non-payment of Seller's subcontractors performing under this Agreement. Seller's obligation to indemnify and hold harmless the Buyer shall not exceed the amount of the total compensation paid by Buyer to Seller for the present year's service under this Agreement.

16. Changes In Work.

It is mutually agreed that changes in plans, quantities, or details of the work as specified in the Statement of Work, attached hereto as Schedule A, may be necessary or desirable during the course of the work. The City may either increase or decrease the amount of work to be performed under the Contract.

In the event there are changes or extra work of a class not covered by the prices included in the Contract documents, the price of the work and the basis of payment shall be agreed upon and approved in writing by the duly authorized representatives of the parties before the work is done.

17. Changes In Work

If the Seller is delayed by any actions of the Buyer, the Buyer's authorized representative(s), or any other employee or agent of the Buyer, or by separate contractor employed by the Buyer, the Seller shall submit a written notification of the delay to the Buyer within ten working days of the delay. This notice shall state the causes of the potential delay, the project components impacted by the delay, and the anticipated time extension necessary to compensate for the delay. Within ten working days after the cause of the delay has been mitigated, or within no more than 30 days after the initial notice, the Seller shall submit to the Buyer a complete and detailed request for an equitable adjustment to the Contract price and any additional time resulting from the delay.

18. Disputes.

A. Any dispute concerning performance of the Contract shall be decided by the City contract administrator who shall render his or her decision in writing and serve a copy on the contractor. The decision of the Contract Administrator shall be final and conclusive unless within thirty (30) days from the date of service of such decision the contractor files with the Contract Administrator a notice of its demand for non-binding mediation.

B. Seller and Buyer will attempt to settle on behalf of either party any unresolved claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by Seller and Buyer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party will unreasonably withhold consent to the selection of a mediator, and Seller and Buyer will share the cost of the mediation equally. The parties may also replace mediation with some other form of non-binding alternative dispute resolution procedure.

C. Any dispute that cannot be resolved between the parties through negotiation or mediation within ninety (90) days after the date of the initial demand for non-binding mediation may then be submitted by either party to a court of competent jurisdiction in the State of Georgia, Fulton County. Each party consents to jurisdiction over it by such a court.

19. Inspection Of Work Performed.

The City's authorized representative(s) shall, at all reasonable times, have the right to enter onto Contractor's premises, or such other places where duties under the contract are being performed, to reasonably inspect, monitor, or otherwise evaluate the quality, appropriateness and timeliness of work being performed. The contractor and any subcontractors must provide reasonable access to all facilities and assistance. All inspections and evaluation shall be performed in such a manner as will not unduly delay work.

20. Subcontracts.

The contractor is fully responsible for all work performed under the contract.

The Contractor may, with the consent of the City, enter into written subcontracts for performance of certain of its functions under the contract. The Contractor is required to name any and all subcontractors which it intends to use and specify their role and responsibility in the project.

No subcontract which the contractor enters into with respect to performance under the Contract shall in any way relieve the Contractor of any responsibility for performance of its duties.

The Contractor shall give the City Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or Seller which in the opinion of the Contractor may result in litigation related in any way to the Contract or the City.

The Contractor shall in good faith attempt to employ minority and female business enterprises pursuant to the requirements set forth by this City for this Agreement.

21. Equal Employment Opportunity.

During the entire term of this Agreement or any Renewal or extension hereof, Seller shall adhere to the provisions of the Buyer's Equal Employment Opportunity Ordinance, Atlanta Code of Ordinances Section 2-1200 and 2-1414.

22. City Furnished Equipment, Support and Data.

The City of Atlanta shall furnish to Seller the equipment, support and data described in Schedule A at the times and locations stated therein. The City shall provide such equipment, support and data on time. The items must also be complete and accurate, to the fullest extent Seller will rely on the City's duty to furnished such items on a timely, complete and accurate basis. Failure by the City to perform such duty, shall impact contract performance and shall require an extension of time for such performance.

23. List Of Documents, Exhibits. And Attachments.

The following list of attachments are incorporated and made a part of this Contract:

Schedule A - Statement of Work, dated 8/17/01 and revised 12/22/03
Exhibit A – City Resolution 04-R-

Exhibit B- Insurance Requirements for this Agreement dated 12-19-01
Exhibit C-Minority and Female Business Plan dated August 17, 2001 as revised
December 22, 2003

If a conflict arises between the terms of this Agreement and any attachments or amendments to this agreement, the order of precedence will be Amendments, this Agreement, Buyer's purchase orders, and Seller's proposal or Statement of Work as attached.

24. Invalidity.

The invalidity of any provision of this Agreement shall not affect the validity of the remainder of any such provision or the remaining provisions of this Agreement.

25. Assignment.

Neither party shall assign or transfer this Agreement without the prior written consent of the other, providing that Buyer may assign or transfer this Agreement to its agent, subsidiary, successor, or affiliate, and Seller may subcontract portions of work to be performed under this Agreement, provided that Seller remains liable for the satisfactory performance of all of the terms of this Agreement.

26. Notices.

Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given to the Buyer and Seller as follows:

If to the Buyer:

Chief Procurement Officer
Department of Purchasing
City of Atlanta
Atlanta City Hall
55 Trinity Avenue, S.W., Suite 1790
Atlanta, Georgia 30335

With concurrent copy to:

Commissioner, Department of Administrative Services
City of Atlanta
Atlanta City Hall Tower
55 Trinity Avenue, S. W., 3rd floor
Atlanta, Georgia 30335

If to Seller:

Northrop Grumman Commercial Systems Inc.
State & Local Public Safety Solutions
12011 Sunset Hills Rd.,
Reston, Virginia, 20190
Attention: Mark Lowe

27. Entire Agreement.

The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the exhibits and schedules hereto and Buyer's purchase orders, and no waiver, alterations, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the parties.

28. Governing Law.

This Agreement shall be governed by the laws of the State of Georgia.

29. Effect of Agreement.

This Agreement shall not become binding upon Buyer and Buyer shall incur no obligation or liability upon the same unless and until this Agreement has been approved as to form by the City Attorney, duly executed by the Mayor, sealed by the Municipal Clerk, and delivered to the Seller.

END OF TERMS AND CONDITIONS, SIGNATURE PAGE FOLLOWS NEXT.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal the day and year first above written.

ATTEST:

**Northrop Grumman Commercial
Systems, Inc.**

Secretary (Corporate Seal)

By:
Title:

ATTEST:

BY BUYER CITY OF ATLANTA

Municipal Clerk (City Seal)

Mayor

RECOMMENDED:

RECOMMENDED:

Director, Office of General Services

Chief Operating Officer

RECOMMENDED:

RECOMMENDED:

Chief Procurement Officer

Chief Financial Officer

APPROVED AS TO FORM:

Sr. Assistant City Attorney

2-02-4 Council Meeting	
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT
1. 04-O-0033	41. 04-R-0088
2. 04-O-0037	42. 04-R-0089
3. 04-O-0151	43. 04-R-0090
4. 04-O-0159	44. 04-R-0091
5. 04-O-0153	45. 04-R-0092
6. 04-R-0176	46. 04-R-0093
7. 04-R-0133	47. 04-R-0094
8. 04-R-0178	ITEMS ADVERSED ON CONSENT
9. 04-R-2123	48. 04-R-0096
10. 04-R-0135	49. 04-R-0097
11. 04-R-0136	50. 04-R-0098
12. 04-R-0137	51. 04-R-0099
13. 04-R-0138	52. 04-R-0100
14. 04-R-0139	53. 04-R-0101
15. 04-R-0145	54. 04-R-0102
16. 04-R-0146	55. 04-R-0103
17. 04-R-0147	56. 04-R-0104
18. 04-R-0148	57. 04-R-0105
19. 04-R-0149	58. 04-R-0106
20. 04-R-0150	59. 04-R-0107
21. 04-R-0154	60. 04-R-0108
22. 04-R-0160	61. 04-R-0109
23. 04-R-0161	62. 04-R-0110
24. 04-R-0162	63. 04-R-0111
25. 04-R-0164	64. 04-R-0112
26. 04-R-0184	65. 04-R-0113
27. 04-R-0140	66. 04-R-0114
28. 04-R-0170	67. 04-R-0115
29. 04-R-0076	68. 04-R-0116
30. 04-R-0077	69. 04-R-0117
31. 04-R-0078	70. 04-R-0118
32. 04-R-0079	71. 04-R-0119
33. 04-R-0080	72. 04-R-0120
34. 04-R-0081	73. 04-R-0121
35. 04-R-0082	74. 04-R-0122
36. 04-R-0083	75. 04-R-0123
37. 04-R-0084	76. 04-R-0124
38. 04-R-0085	
39. 04-R-0086	
40. 04-R-0087	

LARGE ATTACHMENT:

DOCUMENT(S),

MANUAL(S)

OR

MAP(S)

NOT COPIED,

PULL ORIGINAL

FOR COPY OR TO VIEW

04-R-0148
 (Do Not Write Above This Line)

A RESOLUTION
 BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING RENEWAL AGREEMENT NUMBER 3 WITH NORTROP GRUMAN COMMERCIAL SYSTEMS, INC., FOR THE CITY OF ATLANTA'S CITYWIDE RADIO SYSTEM MAINTENANCE AGREEMENT FOR A PERIOD OF ONE (1) YEAR IN THE AMOUNT OF \$2,382,506 WITH THE OPTION TO RENEW FOR EACH OF TWO (2) ADDITIONAL YEARS WITH FIRM, FIXED RATES ANNUALLY; ALL COST TO BE PAID FROM THE APPROPRIATE FUND ACCOUNT AND CENTER NUMBERS; TO REFLECT A NAME CHANGE FROM NORTROP GRUMAN SPACE AND MISSION SYSTEM CORPORATION SUCCESSOR-IN-INTEREST TO NORTROP GRUMAN COMMERCIAL SYSTEMS, INC. AND FOR OTHE PURPOSES.

SUBSTITUTE

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred
 Referred To:
 Date Referred
 Referred To:
 Date Referred
 Referred To:
 Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

FIN Committee
 Date 1/23/04
 Chair John Stephens
 Action Fav, Adv, Hold (see rev. side)
 Other Substitute
 Members
 Refer To

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members
ADOPTED BY
 FEB 02 2004
COUNCIL
 Refer To

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

- FINAL COUNCIL ACTION**
- 2nd
 - 1st & 2nd
 - 3rd
 - Consent
 - V Vote
 - RC Vote

CERTIFIED

FEB 02 2004

CERTIFIED
 FEB 02 2004
 Ronda Douglas Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION
APPROVED
 FEB 14 2004
 Ronda Douglas Johnson
 MAYOR