



**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

04-*p*-2246

A RESOLUTION AUTHORIZING RENEWAL AGREEMENT NUMBER 4 WITH MOTOROLA, INC. FOR THE CITY OF ATLANTA'S CITYWIDE RADIO SYSTEM MAINTENANCE AGREEMENT FOR A PERIOD OF ONE (1) YEAR IN THE AMOUNT OF \$1,794,168 WITH THE OPTION TO RENEW SAID AGREEMENT FOR ONE (1) ADDITIONAL YEAR WITH FIRM, FIXED RATES ANNUALLY; ALL COST TO BE PAID FROM FUND, ACCOUNT AND CENTER NUMBERS 1A01-523001-T51013 (SERVICE REPAIR AND MAINTENANCE NON-DEPARTMENT), 2H21-523001-R21E01219999 (AVIATION-SERVICE REPAIR AND MAINTENANCE-MIS ACCOUNT), 2J01-523001-Q64001 (WATERSHED-SERVICE REPAIR AND MAINTENANCE-PLANT MAINTENANCE ACCOUNT), 2J01-523001-Q30001 (WATERSHED-SERVICE REPAIR AND MAINTENANCE-TREATMENT COLLECTION ACCOUNT) AND 2P01-523001-T31001 (SOLID WASTE-SERVICE REPAIR AND MAINTENANCE,-UNALLOCATED ACCOUNT), IN AMOUNTS PROVIDED; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") and Motorola, Inc. ("Motorola") have in existence a maintenance agreement (the "Motorola Maintenance Agreement") relating to certain equipment originally provided by Motorola in connection with the Citywide Radio System, and Motorola has been providing support and maintenance to the City pursuant to various terms and conditions under that agreement, as amended from time to time; and

WHEREAS, Motorola designed, installed, optimized, and has continuously maintained the Citywide Radio System upon which the City relies to provide communication support for its public safety services for the past several years; and

WHEREAS, Motorola has implemented a customized maintenance program for the City which combines the services of a local System Service Team, (Atlanta Communications Co.), with the availability of additional Motorola technical support services, engineering services field technical representative services, and administrative services as required; and

WHEREAS, the City needs to maintain the Citywide Radio System to deliver the aforementioned services in the future; and

WHEREAS, the annually renewable agreement covers, among other things, all parts and labor, and includes preventative maintenance checks for the City's 6 Site, Simulcast Trunking System infrastructure, approximately 5209 subscriber units, the Mobile Data System, the Loop Microwave System, the 911 radio dispatch consoles, UPS's, HVAC units at sites, generators, and tower inspections; and

WHEREAS, the Motorola Maintenance Agreement includes five (5) one-year renewal options, three (3) of which have already been exercised by the City and the would benefit from renewing the Motorola



maintenance agreement for the fourth period of one (1) year with the remaining option to renew the agreement for one (1) additional one (1) year term; and

WHEREAS, the Department of Information Technology has recommended that this transaction is in the best interest of the City;

THE COUNCIL OF THE CITY OF ATLANTA GEORGIA THEREFORE RESOLVES AS FOLLOWS:

SECTION 1: That the Mayor is hereby authorized to execute an appropriate contractual agreement on behalf of the City for Renewal Number 4 to the existing Motorola Maintenance Agreement beginning January 1, 2005 through, and including December 31, 2005 for an annual cost not to exceed One Million, Seven Hundred Ninety-Four Thousand, One-Hundred, Sixty-Eight and NO/100 Dollars (\$1,794,168.00).

SECTION 2 That Renewal Agreement Number 4 with Motorola, 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 the cost associated with this transaction shall be charged to and paid from the following: General Fund, Fund, Account and Center Number 1A01-523001-T51013 (Service Repair and Maintenance Non-Department), in an amount not to exceed \$1,077,061; and the following Enterprise Funds: Fund, Account and Center Numbers 2H21-523001-R21E01219999 (Aviation-Service Repair and Maintenance-MIS Account), in an amount not to exceed \$267,554; 2J01-523001-Q64001 (Watershed-Service Repair and Maintenance-Plant Maintenance Account), in an amount not to exceed \$147,805; 2J01-523001-Q30001 (Watershed-Service Repair and Maintenance-Treatment Collection Account) in an amount not to exceed \$181,566; 2P01-523001-T31001 (Solid Waste-Service Repair and Maintenance,-Unallocated Account), in an amount not to exceed \$120,182.

A true copy,

Shanda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

Jan 03, 2005

Jan 10, 2005



~~RENEWAL AGREEMENT NUMBER 4 BETWEEN CITY OF ATLANTA AND MOTOROLA,~~
INC. FOR CITYWIDE RADIO MAINTENANCE

This maintenance agreement ("Agreement") dated as of January 1, 2005 is between the City of Atlanta, a municipal corporation within the State of Georgia (hereinafter "Purchaser" or "City") and Motorola, Inc. a corporation authorized to transact business within the State of Georgia.

WHEREAS, Motorola designed, installed, optimized the equipment for use in the Atlanta Citywide Radio System, and has continuously provided maintenance and support services to the Purchaser from time to time; and

WHEREAS, pursuant to City Resolution 05-R-_____, the Mayor is authorized to execute an appropriate agreement on behalf of the Purchaser for Citywide radio maintenance, beginning January 1, 2005 to, through, and including December 31, 2005, 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. DEFINITIONS

"Motorola" means Motorola, Inc.; "Purchaser" means the customer named in this Agreement; and "Equipment" collectively means the Equipment and Software that Motorola and Purchaser agree to be serviced under this Agreement. "Agreement" means this Service Agreement, its attachments, and any addenda subsequently executed by the parties. "Service" means the work to be performed as given in Motorola's Proposal or Statement of Work dated September 29, 2004 and subject to the terms and conditions of this Agreement.

2. SERVICE AND MAINTENANCE

- a. Motorola agrees to provide service for the Equipment pursuant to the following terms and conditions and as described in this Agreement. The term of this agreement shall be for one (1) year commencing on January 1, 2005 and expiring at midnight on December 31, 2005 unless renewed by mutual agreement of the parties and with the approval of Purchaser's governing body for an additional one (1) year term. This year, 2005, is the fourth Option year of (5) five such one-year terms. Purchaser may renew this Agreement annually for one additional one-year term. The anniversary dates of each subsequent renewal option exercised by the Purchaser shall be the 1st day of January each year. Service includes labor and parts to repair Equipment that has become defective through normal wear and usage.
- b. Motorola will also service other Motorola manufactured equipment purchased by Purchaser during the term of this Agreement at its then current service fees. Fees for servicing additional equipment will be added to the billing cycle upon delivery following expiration of the labor warranty on the equipment added during the term.
- c. Where applicable, Equipment will be removed and reinstalled in different vehicles at Purchaser's request for the service fee in effect at the time of Purchaser's request.

3. SERVICE MODIFICATIONS

- a. If any Equipment is lost damaged, stolen or removed from service, Purchaser must immediately notify Motorola in writing. Purchaser's obligation to pay service fees for such Equipment will terminate at the end of the month in which Motorola receives such written report.
- b. If Equipment cannot be repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, ~~Motorola at its sole option, upon thirty (30) days prior written notice to Purchaser, may either: (1) remove such~~ Equipment from this Agreement or (2) increase the price to service such Equipment



4. EXCLUDED SERVICES

The following items are excluded from coverage: consumables and their installation; repairing transmission lines, antennas, towers, and tower lighting; 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. Motorola will provide service for non-covered repairs at its contract rate then applicable for such service.

5. SERVICE STANDARDS

Motorola manufactured Equipment will be serviced by Motorola in accordance with the following standards (i) use of Motorola parts or parts of equal quality. (ii) Equipment service at levels set forth in Motorola's product manuals, and (iii) routine service procedures prescribed from time to time by Motorola for its Equipment

6. TIME AND PLACE OF SERVICE

Service will be done at the location specified, and in accordance with, the associated Statement of Work where service is to be performed at the Equipment's location, Purchaser must furnish at no charge to Motorola shelter, heat, light and power; full and free access to the Equipment and necessary machines, communications, facilities, and other products. Mobiles and removable Equipment must be delivered by Purchaser to the Motorola Service Center location designated in this Agreement. Hours of Service will be the normal working hours, excluding holidays, of Motorola's Service Center.

7. PAYMENT

This is a firm fixed price agreement. Purchaser's total compensation to Motorola for its services shall not exceed the sum of _____00 for the initial contract term (1/1/2005 through 12/31/2005). Purchaser shall pay Motorola the compensation due under this Agreement in monthly installments. On or about the date each payment is due, Motorola will send Purchaser an invoice covering the service fees for the next payment period. All other charges will be billed monthly, and Purchaser must pay all invoices within thirty (30) days of their date to the Motorola office designated by Motorola.

8. RIGHT TO SUBCONTRACT

Motorola has the right to subcontract in whole or in part, with the approval of the Purchaser, the service called for by this Agreement. Motorola will notify Purchaser of the name and address of each proposed subcontractor and specify its role and responsibility in the project. No subcontract which Motorola enters into with respect to performance under this Agreement shall in any way relieve Motorola of any responsibility for performance of its duties. Motorola shall give the Purchaser immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Motorola by any subcontractor which may result in litigation related in any way to Motorola, the Purchaser or the services performed under this Agreement. Motorola hereby advises the Purchaser that it will subcontract with Atlanta Communications, Atlanta, GA to provide products and services under this Agreement.

9. NON-APPROPRIATION

Notwithstanding anything contained in this Agreement to the contrary, Purchaser 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 Purchaser's then current fiscal year.

a. This Agreement shall terminate absolutely and without further obligation on the part of Purchaser 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 Purchaser's total obligation to Motorola for the calendar year of execution of this Agreement and further states the total obligation which will be incurred by Purchaser in any renewal term.

c. Notwithstanding anything contained in this Agreement, Purchaser's obligation to pay compensation or other amounts due under this Agreement shall be subject to Purchaser's annual appropriations of funds for the services procured under this

Agreement by Purchaser's governing body and such obligation shall not constitute a pledge of Purchaser'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 Purchaser 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 Purchaser's part whatsoever with the exception that Purchaser will be liable for goods delivered and/or services performed prior to the effective date of termination. Purchaser shall give Motorola notice of such termination for Non-Appropriation at least 90 days prior to the end of the then current original term or renewal term.

10. INDEMNIFICATION

Motorola agrees to and hereby indemnifies and holds Purchaser harmless from and against any and all liabilities which may accrue against Purchaser on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by Motorola's negligence or recklessness or that of Motorola's officers, agents, employees, subcontractors, or persons working on Motorola's behalf and performing any services under this Agreement.

11. INTERRUPTION OF SERVICE

Purchaser must notify Motorola immediately of any Equipment failure. Motorola will respond to Purchaser's notification in a manner consistent with the purchased level of service.

12. FORCE MAJEURE

Motorola does not assume and has no liability under this Agreement for failure to provide or for delay in providing service due directly or indirectly to causes beyond Motorola's control. Such causes include, but are not restricted to acts of God; acts of the public enemy; acts of any government or agency; acts or failure to act by the Purchaser, its agents, employees, or subcontractors; quarantine restrictions, strikes, and freight embargoes; or Motorola's subcontractors failure to provide or delay in providing service due to such causes.

13. WARRANTY LIMITATIONS

EXCEPT AS SPECIFIED IN THIS AGREEMENT, MOTOROLA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH LIMITATION MAY BE DISCLAIMED BY GEORGIA LAW.

14. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, indemnity, warranty, negligence, strict liability in tort or otherwise, is limited to the total cumulative compensation paid by Purchaser under this Agreement, including any renewals or extensions of this Agreement hereafter from time to time. **IN NO EVENT WILL MOTOROLA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY GEORGIA LAW.**

15. CERTIFICATIONS

Motorola specifically disclaims all certifications that are not signed by an authorized signatory on Motorola's standard certification forms.

16. DEFAULT/TERMINATION

Purchaser must give Motorola written notice of default stating the reasons for default and must give Motorola at least sixty (60) days after receipt of the notice to cure such default. If Motorola does not cure the default within this period, Purchaser can terminate this Agreement for cause by giving Motorola thirty (30) days written notice.

17. TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in this Agreement, Purchaser may terminate this Agreement for its convenience upon thirty (30) days prior written notice to Motorola specifying the effective date of such termination. Purchaser will be liable for goods delivered and services provided prior to the effective date of termination.

18. INSURANCE

During the entire term of this Agreement, including any renewals or extensions of this Agreement, Motorola shall procure and maintain in effect all of the insurance required in Exhibit "B" hereto.

19. PERSONNEL

The personnel assigned by Motorola to perform the services for Purchaser under the terms of this Agreement will be qualified to perform their assigned duties, and Motorola 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 may see fit. Motorola 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.

20. PATENTS.

Motorola indemnifies Purchaser 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 Motorola 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 Motorola.

Except as otherwise provided in the preceding sentence, Motorola shall defend or settle at its own expense any claim, suit or proceeding brought against Purchaser insofar as it is based on a claim that the product or any part thereof furnished under this Agreement constitutes an infringement of a US patent, US copyright or trade secret rights of any third party located in the US, so long as Motorola is notified promptly in writing by Purchaser as to any such action and is full authority, information and assistance (at Motorola's expense) for defense or settlement thereof. Motorola shall pay all damages, costs and expenses finally awarded to third parties against Purchaser but shall not be responsible for any compromise made without its consent or for Purchaser's expenses incurred without Motorola's written authorization, which authorization shall not be unreasonably withheld. If Motorola receives notice of alleged infringement of product or any part thereof and use of said product is enjoined, Motorola shall at its option, either procure for Purchaser 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, Motorola will grant Purchaser a credit for the equipment or Motorola software as depreciated and accept its return. The depreciation amount will be based on generally accepted accounting standards for such equipment or software.

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

21. DISPUTES

A. Any dispute concerning performance of this Agreement shall be decided by the Purchaser's 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. Motorola and Purchaser 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 Motorola and Purchaser 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 Motorola and Purchaser 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. Notwithstanding the above, any dispute that cannot be resolved between the parties through negotiation or mediation may then be submitted by either party to a court of competent jurisdiction in Georgia.

22. EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND EQUAL BUSINESS OPPORTUNITY (EBO).

During the entire term of this Agreement or any renewal or extension hereof, Motorola shall adhere to the provisions of the Buyer's Equal Employment Opportunity Ordinance, Atlanta Code of Ordinances Section 2-1200 and 2-1414. Motorola shall also in good faith attempt to employ minority and female business enterprises pursuant to the requirements set forth by the City for this Agreement.

23. 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 Purchaser and Motorola as follows:

If to Purchaser:

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

With concurrent copies to:
Director, Office of General Services
City of Atlanta
Atlanta City Hall Tower
55 Trinity Avenue, S. W., 3rd floor
Atlanta, Georgia 30335

And

Chief of Police
Atlanta Police Department
City Hall East
675 Ponce De Leon Avenue, 2nd floor
Atlanta, Georgia 30308

If to Motorola:

Motorola, Inc.
Attn: Contract & Compliance Dept.
789 International Parkway, Bldg .A
Sunrise, FL 33322

With copy to

Motorola Customer Support Dept
Attn: John Hood
1000 Abernathy Road, Suite 1700
Atlanta, GA 30328

24. EXCLUSIVE TERMS AND CONDITIONS

This Agreement and the schedules and exhibits hereto, constitute the entire agreement between the parties. Any other terms or conditions that purport to supplement, change, or supersede the terms and conditions of this Agreement are expressly rejected unless they are agreed to in writing by Motorola and Purchaser. Purchaser agrees to put Motorola's service contract number on all purchase orders attached to this Agreement. If a conflict arises between the terms of this Agreement and any attachments or addenda, the order of precedence will be Addenda, this Agreement, Motorola's Proposal or Statement of Work as attached, Purchaser's purchase orders, and Purchaser's bid documents, if any.

25. FCC AND OTHER GOVERNMENT MATTERS

Purchaser is solely responsible for obtaining licenses or other authorizations required by the FCC and for complying with FCC rules. Neither Motorola nor its employees is an agent or representative of Purchaser in FCC or other governmental matters. Motorola may, however, assist Purchaser in preparing the license application.

26. MISCELLANEOUS

- a. If any term or provision of this Agreement is held by a court or other tribunal to be invalid, void or unenforceable, that term or provision will be inoperative and void insofar as it conflicts with law, but the remaining terms and provisions of this Agreement will continue in full force and effect.
- b. Section and paragraph headings are for convenience only and are not to be deemed or construed to be part of this Agreement
- c. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.
- d. Neither party shall assign or transfer any interest it may have in this Agreement without the prior written consent of the other, providing that Motorola may subcontract portions of the work to be performed under this Agreement, provided that Motorola remains liable for the satisfactory performance of all of the terms of this Agreement.
- e. Failure or delay by either party to exercise any right, power, or privilege under this Agreement will not operate as a waiver of that right power, or privilege.
- f. Except for money due upon an open account, no action maybe brought for any breach of this Agreement more than two years after the accrual of such cause of action except where a shorter limitation period is provided by law.
- g. This agreement shall not become binding upon Purchaser and Purchaser 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 Motorola.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the latest day and year written below:

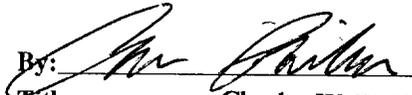
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal the day and year first above written.

ATTEST:

see attached Certificate
of Assistant Secretary

**Secretary
(Corporate Seal)**

MOTOROLA, INC.

By: 
Title: Charles W. Phillips
MCEI Vice President



ATTEST:

Municipal Clerk (City Seal)

BY PURCHASER CITY ATLANTA

Mayor

RECOMMENDED:

Chief Information Officer

RECOMMENDED:

Chief Operating Officer

RECOMMENDED:

Chief Procurement Officer

APPROVED:

Chief Financial Officer

APPROVED AS TO FORM:

Senior Assistant City Attorney

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA, INC.

The undersigned certifies that she is a duly appointed Assistant Secretary of Motorola, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. At a meeting of the Board of Directors of the Company held on September 17, 2002, at which a quorum was present and acting throughout, the following resolution was duly adopted, effective November 1, 2002, at such meeting, has not been amended, and is in full force and effect on the date hereof:

RESOLVED, that all Senior Vice Presidents, be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice President of one of the Company's sectors, groups or corporate departments, all of which are collectively referred to as "Documents", subject to the following limitations: (1) the amount cannot exceed \$50 million; and (2) this authority does not extend to executing Documents relating to (i) acquisitions, divestures, joint ventures or equity investments, (ii) outsourcing contracts, (iii) customer financing and guarantees on behalf of customers extending more than 364 days, (iv) lease commitments, (v) non-budgeted capital expenditures, (vi) financial guaranty or financial surety agreements, (vii) voting securities or otherwise dealing with securities owned by the Company, or (viii) opening bank accounts or establishing borrowing relationships on behalf of the Company.

The officers named above are hereby authorized to delegate this authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

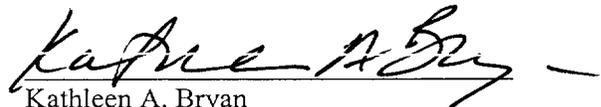
Name

Title

Mark Moon

Vice President & General Manager, Southern
Division, North America Group, GMSC Commercial
Government and Industrial Solutions Sector

IN WITNESS WHEREOF, I have executed this Certificate and affixed the seal of the Company as of this 4th day of October, 2004.


Kathleen A. Bryan
Assistant Secretary

PRICING AGREEMENT

CITY OF ATLANTA ADDITIONAL EQUIPMENT PURCHASES

Motorola offers the City of Atlanta the following discounts from the at time of purchase current published Motorola list equipment price:

DISCOUNTS

- 20 % discount off for any analog mobile or portable radio
- 15 % discount off for any digital mobile or portable radio
- 15 % discount off for any mobile or portable accessory equipment
- 15 % discount off for infrastructure equipment repeaters, controllers, consoles,
- 10 % discount off for mobile data equipment
- 8 % discount off for non-Motorola manufactured equipment (dropship)

TERMS AND CONDITIONS:

Discount is off of the at time of purchase published Motorola USA domestic list price.

Payment Terms are net 30 Days From Equipment Shipment

Any single order over \$ 100,000.00 requires a 25 % down payment

Shipping and Freight are include FOB by ground to Atlanta at no charge

These pricing discounts are valid until December 30, 2006

The equipment prices may be adjusted annually at the first of each year to reflect any price increase or decrease

If at time of purchase the then current Motorola State of Georgia 800 Mhz Statewide Contract for Local Governments offers a better price, then the City of Atlanta may utilize the 800 MHz Statewide State of Georgia contract for radio equipment purchases

PRICING AGREEMENT

REPLACEMENT PARTS & RADIO ACCESSORIES CITY OF ATLANTA

The City of Atlanta and Motorola Inc. currently have an existing pricing agreement / contract for replacement radio parts and radio accessories. Currently the City of Atlanta receives an 18 % discount from the current list price for orders of replacement parts or radio accessories purchased through Motorola Inc's Accessories & Aftermarket Division.

OFFER

Motorola Inc. offers to extend the existing pricing agreement / contract which provides an 18 % discount off the current published list price at time of order. This discounted pricing would be valid until December 30, 2006.

TERMS AND CONDITIONS:

Payment Terms are net 30 Days From Equipment Shipment

Any single order over \$ 100,000.00 requires a 25 % down payment

Shipping and Freight via ground are include FOB to Atlanta at no charge

The 18 % discount is off of current published list price at time of placing the order.

PRICING AGREEMENT

PROFESSIONAL SERVICES CITY OF ATLANTA

Should the City of Atlanta desire or require professional services above and beyond the normal services provided by the maintenance agreement scope of work, Motorola offers to make these professional services available as described below at the below listed daily rates. Each project would require additional qualification, and a mutually agreeable scope of work would be developed detailing the number of days of professional services required along with a project specific timeline.

ENGINEERING SERVICES

SENIOR SYSTEM ENGINEER

This person represents a significant experience level within the RF engineering discipline and wireless communications. They are available to provide system analysis, product evaluation, network documentation and technical recommendations pursuant to the approved communications solution.

EDUCATION REQUIREMENTS

Bachelor's degree from an accredited college or university with a curriculum or major field of study in electronics and or engineering.

EXPERIENCE REQUIREMENTS

Five years of increasing complex and progressive experience in performing engineering design, analysis, system development and implementation plans for wireless communications equipment and networks.

Per Day Rate 2002 - \$ 1,100.00 This rate would increase \$50.00 each year.

CONSULTANTIVE SERVICES

SUBJECT MATER EXPERT

Provides extremely high level of subject matter expertise for work described in the task. Provides advanced technical knowledge and skill and analysis of highly specialized applications, processes and operational environments. Provides high-level functional systems analysis, assessment, design, integration, documentation, training and implementation advice on complex issues, problems and technologies.

EDUCATIONAL REQUIREMENTS

Bachelor's degree from an accredited college or university. May also include professional certification in subject matter.

EXPERIENCE REQUIREMENTS

Five years of task related experience in the identified field of study or specialization.

Experience may include PhD and Master's education

PER DAY RATE 2002 - \$1,680.00 This rate would increase \$50.00 each Year.

TERMS AND CONDITIONS:

A minimum of three (3) days of professional services would be required for any project.

The above quoted daily labor rates do not include any travel expenses or lodging cost.

The travel expenses and lodging cost will be part of the scope of work discussion and will mutually agreeable to both parties.

PRICING AGREEMENT

PORTABLE BATTERIES AND ANTENNAS FOR CITY OF ATLANTA

The City of Atlanta currently has awarded a portable radio battery and antenna contract to Motorola Inc. as the low and compliant bidder for this annual contract. Please see attached EXHIBIT "A" as the current portable radio battery and antenna contract price list. This annual contract expires July 31, 2002 if Atlanta does not exercise its option to renew this annual contract.

For the best interest of both parties Motorola hereby makes the following Pricing Agreement Offer to the City of Atlanta for the portable radio batteries and antennas listed on EXHIBIT "A":

OFFER

Motorola Inc. offers to extend the existing contract battery and antenna pricing until December 30, 2006 subject to an annual review and price adjustment of the annual Consumer Price Index (CPI) or 3 % whichever is less. The 2002 prices will remain the same as the existing contract price.

TERMS AND CONDITIONS:

Payment Terms are net 30 Days From Equipment Shipment

Any single order over \$ 100,000.00 requires a 25 % down payment

Shipping and Freight are include FOB by ground to Atlanta at no charge

These prices as per EXHIBIT "A" are valid until December 30, 2006 subject to annual price adjustments

The portable battery and antenna prices would be adjusted annually at the first of each year to reflect any price increase starting in 2003

Statement of Work

***Radio Service Plan Details for The 2005 City of
Atlanta Service Contract***

Motorola United States & Canada Service Division

September 29, 2004



MOTOROLA

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Motorola submits this Statement of Work subject exclusively to its terms and conditions as set forth in the attached Service Agreement and requires that all other terms be deleted. Any additions or modifications to Motorola's Service Agreement must be in writing and signed by an authorized signatory of Motorola. In addition, Motorola specifically disclaims all certifications that are not signed by an authorized signatory on Motorola's certification form. Any purchase order submitted pursuant to this Statement of Work must specifically state that it is subject to Motorola's terms.

PURPOSE STATEMENT

MOTOROLA has created the following maintenance plan with the goal of maximizing system availability to allow the City of Atlanta to provide its' radio users with the highest quality and most reliable communications possible.

I. Definitions

- A. Alarm:** any malfunction of the System, whether major or minor.
- B. Contract:** defined as the Service Agreement contract.
- C. Customer:** The City of Atlanta or The City of Atlanta Dispatcher or other duly authorized City of Atlanta representative.
- D. Hardware Service:** service to the City of Atlanta Radio Communication System infrastructure hardware items provided by Motorola.
- E. Hardware:** one or more items of the communications infrastructure equipment that comprise the City of Atlanta Radio Communication System.
- F. Loss:** total, partial or intermittent impairment.
- G. Major Alarm:** defined as any failure, which would negatively impact the normal operations of the City of Atlanta Radio Communications System affecting the quality of service, call processing, or traffic handling. End users would be aware a problem of this type if it exists.
- Malfunction of any part of the System's redundancy;
 - A loss of the System's capability to communicate with End User equipment
 - A loss of the System's capability to communicate at the demarcation point from Motorola supplied equipment.
- H. Minor Alarm:** defined as any failure, which does not materially impair the performance of the system. End users would not be aware of a problem of this type if it exists.
- I. Ancillary Equipment:** For the purpose of this maintenance plan, ancillary equipment is defined as:
- ANTENNA SYSTEM - Antennas, RF jumpers, LNA's, Transmission Lines, Connectors, Grounding Kits, RF Surge Protectors, Towers, Tower Lighting, and Tower Light Alarm Controllers.
- DC POWER SYSTEM - Rectifiers, Batteries, Regulators, Low Voltage Disconnects, DC Distribution Panel, Breakers, and DC Surge Protectors.
- AC POWER - All components of the incoming commercial AC power system up to and including the AC Distribution panel and breakers, All wiring from the breaker panel to the load, AC Surge Protector, Generator, Transfer Switch, Generator Fuel Tank, and Fuel Regulation/Distribution system.
- J. Site Defects:** Building shelter, Heaters, Air Conditioners, Fans, Lights, Alarm Sensors (Smoke Detector, Hi-Lo Temp, Entry, AC Fail, Etc.), and Grounding System.
-
- K. Operating System:** programs which allow computer hardware to operate and to interface with application processes.

- L. Response Time:** defined as the time from the receipt of City of Atlanta's request for service until a Motorola Service Technician arrives on site or accesses the equipment remotely by telephone.
- M. Service:** any system support service provided by Motorola pursuant to this Agreement.
- N. Software:** one or more items of the Applications or Operating System software including but not limited to utility scripts and interface programs.
- O. System:** shall be defined as the City of Atlanta Radio Communication System equipment sold and installed by Motorola.
- P. Work Day:** One eight hour time period worked, within a twenty-four hour time period, Monday through Friday, excluding Holidays, that has been planned in advance and is considered to be the normal time period during which work is performed by a particular individual.
- Q. Work Week:** The workweek is five consecutive days of eight hours per day and forty hours per week.
- R. Overtime:** Time worked in excess of eight hours in any one day or on any one shift or in excess of forty hours worked in any calendar week and all hours worked on holidays designated by this agreement.
- S. First Echelon:** Service and/or replacement of items such as batteries, antennas, accessories, speaker microphones, belt clips, vehicle wiring, etc. that does not require the unit to be opened for, and or subjected to, internal test and/or repair.
- T. Normal Wear and Usage:** Normal wear and usage is defined as the gradual deterioration of components, which affects the normal operation of the equipment.

Acronyms:

- CSR** - Customer Service Request
- ETA** - Estimated Time of Arrival
- FRU** - Field Replacement Unit
- MSCS** - Motorola Service Computer System
- OEM** - Original Equipment Manufacturer
- SSC** - System Support Center
- FNE** - Fixed Network Equipment
- MSS** - Motorola Authorized Service Provider

II. Service Support Organization

A. Division Support

Motorola has developed a maintenance plan and assigned a Support Team to maintain the City of Atlanta Radio Communication System. This System Support Team is organized as follows:

1. Local Customer Support Manager – Robert Marshall

Your Customer Support Manager, Robert Marshall, is assigned to the City of Atlanta. He will play an important role in the service process. As liaison, he ensures that contract obligations are being met and that the correct resources are being utilized to correct a problem. This includes monitoring activities of the shop, the SSC, other subcontractors that support Motorola in providing service to the City. He will work closely with the TSM, John Hood, and report regularly to the City on Motorola's activities, projects and issues either through personal meetings or group meetings including any required City Departments and/or service provider vendors. He acts as the Customer Advocate for the City and Motorola in executing the Service Agreement.

2. Local Technical Support Manager – John Hood

John Hood has been assigned to the City's system to serve as the Technical Support Manager. John will provide an additional level of technical support for the City, and will work with Atlanta Communications, providing them with updated service information, training, and computer aided resources to help ensure that the services received by the City of Atlanta are of the highest quality and always on the leading edge of technology. He will also work with the Motorola System Support Center to drive issues to resolution and provide review and analysis of any problems/issues. John has access to a monitoring system that will allow him to view system data, and provide a valuable reporting package on system performance to the City. This will allow us to become more proactive in identifying and preventing possible system issues.

3. MSS Service Manager – Ron Thomas

The MSS Service Manager will work directly with your representatives as the point of contact for interaction with all Motorola agencies and third party subcontractors. The Service Manager may perform the following:

- Coordinate service activities and ensure compliance of system service provided under contract.
- Oversee preventive maintenance activities.
- Manage emergency repair efforts and escalation procedures.
- Maintain accurate records and service history statistics.
- Review service information and quality reports generated by the system service database.
- Make adjustments to improve efficiency of the service program.
- Provide the Support Team with updated service information, training and engineering assistance, and computer resources.
- Provide the City with technical recommendations to improve system performance.
- Notify regional FTR's for complex system issues
- Uphold all Motorola quality standards procedures

4. MSS Service Technician – Ron Thomas, Dave Jones

The vast majority of our MSS technicians are FCC licensed or have an industry technical certificate. Motorola USCSO technicians are required to complete an average of 40 hours of training each year. This training is provided locally by Field Technical Trainers as new products are introduced, or as the service centers request additional training. Motorola USCSO tracks the training of each technician to ensure that the employee fulfills the training requirements. This guarantees that each technician has the opportunity to stay abreast of new products and developments to economize your service dollars.

Our experienced Service Technicians are fully certified through Motorola's Factory Training programs. Their experiences include:

- VHF and UHF Communications Systems
- Conventional Simulcast Systems, Simulcast Paging Systems
- Motorola SMARTNET, Simulcast Communications Systems
- Trunked System Management Terminals and Operations
- CENTRACOM Dispatch Consoles(E911)
- Microwave and Mobile Data Systems
- Motorola SMARTZONE/ASTRO, Simulcast digital systems

5. System Technologist (ST) – System Resource Center (SRC)

Additional support is available to the City provided by our ST group for the resolution of complex system issues (infrastructure based) when the system is under a Motorola Service Agreement. STs receive extensive formal and on-the-job training to stay up-to-date on new products and technology. The amount of training time received by each ST, averages 160 hours per ST per year. This support is available to the City at no additional cost, as long as the system is covered under a Motorola Service Agreement. Exceptions include problems caused by outside interference, coverage problems and equipment outside of but maybe interfacing with the City's radio system.

A list of the local individuals assigned to the above positions, will be maintained by Motorola with an updated copy provided to the City of Atlanta, each time there is a change. The exact quantity of individuals may vary from time to time as required to meet the requirements of this Statement of Work.

B. System Support Services (Motorola System Support Center)

1) The System Support Center offers comprehensive service to Motorola Authorized Service Centers at a single contact point, 24 hours a day, 7 days a week. The SSC's consolidated services include:

- Dispatching of qualified technicians
- Escalation Management
- Telephone Technical Consultation
- State-of-the-art Automated Test Equipment
- Component-level board repair

2) Motorola's System Support Center is organized and staffed to provide depot-level support for non-field repairable items for the Support Team assigned to the maintenance of the City of Atlanta Radio Communication System.

III. Service Plan

The system support provided by Motorola's service plan shall consist of Motorola's response to the City of Atlanta's notification of a system failure or system alarm, equipment repair/alarm and preventative maintenance.

A. Fixed Equipment Repair Service

1. Request For Service

The City of Atlanta will contact the Motorola authorized service center (MSS) at (404) 875-9316 to request service on fixed or subscriber equipment.

2. Repair Of Equipment

Repair shall be defined as our continuous best-effort required to restore to normal operating condition any equipment covered under this contract which has become defective through normal wear and usage. Repair shall consist of the labor, supervision, transportation and parts required to restore defective equipment to normal operation.

3. Field Replaceable Units (FRUs)

Equipment components will be replaced where ever possible with City of Atlanta provided FRU's or spare equipment in an effort to restore the system to proper operation in the least amount of time. The exact quantity of spare equipment and FRUs inventory will be mutually determined based on facility location and equipment priority should changes to equipment quantities, type, etc occur. See Attachment A for minimum spare and FRU requirements.

4. Board Repair

The depot repair function, within the System Support Center will repair those FNE items, whenever possible that are not field repairable, product group designated repair items, and drop shipped items.

a) Return Procedures

The City of Atlanta System service strategy is based upon providing the Motorola field technician with the resources required to resolve any site operational problem or outage primarily by module or board replacement. To accomplish this goal efficiently, an ample supply of spares and a plan that will assure a reduced turn around time for repair will be utilized.

The Motorola Field Technician will return the faulty unit with a completed copy of the work ticket properly documenting all site specific outage information to the System Support Center.

Upon receipt, the SSC Depot Repair will create a System Support Center computerized work ticket to track the repair process of the faulty module. After the module has been repaired and tested by the SSC or an OEM vendor it will be returned to the SSC FRU inventory, if applicable or the proper service facility.

5. Replacement Parts

Due to the diversity of models, age, and original equipment manufacturers, restoration is subject to the availability of replacement parts. Motorola will use its best efforts to provide the necessary replacement parts for radio equipment that has become defective due to normal wear and usage. Motorola will explore cost effective alternative solutions with the City of Atlanta for those replacement part items that may become no longer available.

6. Hours Of Service

Fixed equipment shall be repaired on a twenty-four hour per day, seven days per week basis for major failures. Minor fixed equipment failures will be serviced during normal working hours.

7. Response Times

Maintenance service personnel shall be on the site within two (2) hours of notification of the major failure of any piece of Public Safety fixed equipment and four (4) hours for non-Public Safety fixed equipment.

8. Restoration Times

Restoration will be made within (4) four hours after City of Atlanta notification to Dispatch Operations or the local MSS for all reported major failures for Public Safety fixed equipment and best effort for all non-Public Safety fixed equipment or major catastrophic failures that require extensive repairs. This requirement may be met by temporary or permanent repairs or temporary or permanent equipment replacement and is subject to the availability of a FRU or spare unit or sub assembly.

9. Test Equipment, Tools, And Vehicles

All test equipment, tools, and vehicles required for proper service of the City of Atlanta systems will be provided by Motorola or its authorized subcontractors.

10. Site Grounding

All equipment sites must meet or exceed Motorola's grounding standards found in the R-56 Motorola Site Grounding Manual. Costs associated with meeting this requirement are the responsibility of the City of Atlanta.

11. Site Access

The City of Atlanta will provide Motorola with complete and free access to all equipment sites to be serviced seven days per week, 24 hours per day, including holidays, without escort requirements.

12. Preventative Maintenance

A Preventative Maintenance inspection may include but is not limited to: transmitter power output, reflected power, frequency, modulation level, CTCSS frequency and modulation level, received sensitivity, and power supply voltages. Checklists will be followed for fixed equipment and systems. This information will be kept on file for quality control purposes.

Motorola will perform Preventative Maintenance Checks on a Annual basis.

13. Tower Inspections

One annual tower inspection per tower, (ten sites total) will be performed by a qualified tower service subcontractor as part of routine preventative maintenance. The inspection will include the labor to replace bulbs as needed during the inspection and a report detailing the inspection. The inspection report will include:

Tower Owner; Tower Type; Site Location; Date; Weather Conditions; General Tower Condition; Concrete Foundation; Base Bolt, Pier Pin, Anchors Structural; Grounding, Insulation; Tower Structure; Antennas, Waveguide, Coax; Lighting; Guying; Paint; Additional Tower Accessories; Tower Loading; Corrections Required or Made.

The cost of bulbs, strobes, or other parts and materials used to make a repair is not covered by this Statement of Work and contract.

14. Backup Power Systems – Generators & UPS

Repair of UPS and other backup power systems will be provided to restore the equipment to normal operating condition, which has become defective through normal wear and usage failures. Repair shall consist of the labor, supervision, and transportation required to restore defective equipment to normal operation.

Generator systems preventative maintenance will include labor and materials for replacement oil, oil filters, fuel filters, oil analysis, coolant freeze point test, inspection for leaks, and a no load operational check.

UPS preventative maintenance will include mechanical and electrical performance verification and adjustments to manufacturers specifications as required. Batteries for the UPS are included for repair and replacement, not to exceed \$ 6,000.00 annually by the Motorola.

15. HVAC Systems

Repair of HVAC systems will be provided to restore the equipment to normal operating condition, which has become defective through normal wear and usage failures. Repair shall consist of the parts, labor, supervision, and transportation required to restore defective equipment to normal operation. Cost for replacement of units will be billed to customer if units are beyond repair and / or upgrades that are requested.

HVAC systems preventative maintenance will include:

- Condenser coil inspected for heat loss
- Blower wheels and fans inspected and cleaned to assure proper air delivery
- Refrigerant will be checked for proper charge and to assure system is leak free
- Exposed duct work will be checked for leaks and proper insulation

- Belts and pulleys will be inspected and adjusted as required
- Thermostats will be checked and calibrated as required
- Motors and bearings will be lubricated as required
- Controls and safeties will be tested
- Condensate drain will be checked
- Crankcase heater will be checked for proper operation
- Relays and contractors will be inspected
- Unit wiring and electrical disconnect will be inspected
- Economizer operation will be checked where applicable
- Temperatures and pressures will be recorded
- Evaporator coil will be inspected and cleaned annually if necessary
- Air filters will be replaced 4 times per year
- Condenser coils will be power washed 1 time each year
- Furnish inspection report and advise of any abnormal conditions or necessary repairs

B. Subscriber Equipment Repair Service

1. Request For Service And Repair Location

The City of Atlanta shall deliver subscriber units to the MSS at:

1510 Huber Drive NE
Atlanta, GA 30318
(404) 875-9316

during normal business hours, Monday through Friday 8:00 a.m.- 5:00 p.m. The City of Atlanta will attach to each radio needing repair a tag with the following information: department unit belongs to (or other internal relevant City of Atlanta information, and detailed description of problem with each unit). The service provider will begin to provide First Echelon service to the unit(s) within 1/2 hour of the City of Atlanta arrival. Should the unit require repairs beyond First Echelon, the City of Atlanta will be advised of the approximate date of repair completion and will be notified by telephone when the unit is available for pick-up.

After hour emergency call out service is available at an additional charge on a per call basis by calling the telephone number listed above. See Attachment C for a schedule of fees.

2. Repair Service

Repair shall be defined as the best-effort required to restore to normal operating condition any equipment covered under this contract which has become defective through normal wear and usage. Repair shall consist of the labor, supervision, and parts required to restore defective equipment to normal operation.

Repairs exceeding 50% of the original purchase price or a similar replacement model unit list price, which ever is less, will be considered non-repairable and the City of Atlanta will be informed of the status of the repair. The City of Atlanta must then provide authorization to complete the repair, at prevailing above contract rates, or remove the unit from the contract.

3. Subscriber Unit Restoration Times

Subscriber units shall be repaired and the City notified of the completion of the repair within five (5) Work Days of the delivery of a failed unit to the local MSS service facility. This section shall apply to 95% of the subscriber units covered by the contract associated with this Statement of Work. This commitment may be met by utilizing customer provided spare equipment if available.

4. Spares

Failed units may be exchanged with a similar unit from a spare equipment inventory provided by the City of Atlanta. The spare unit will be programmed with the appropriate template and ID. The failed unit will be repaired and the service provider will notify the City of Atlanta of the completed repair. An appointment will be made for return or pick-up of the repaired unit. When the repaired unit is returned to the City of Atlanta, the spare unit will be returned to the spare equipment pool for reuse.

The Spare equipment may be exchanged for failed or defective units, and repaired units may be used as spares at the discretion of each department within the City.

5. Programming Services

Programming of mobile, portable and mobile data terminal radios due to repairs will be provided based on templates provided by the City of Atlanta when such reprogramming is necessary. Original programming or changes in programming of units is at agreed upon above contract rates.

6. Physical Damage – (Fire Only)

City of Atlanta Fire Department special exceptions to the Excluded Services Section:

Speaker Microphones will be repaired or replaced at the discretion of Motorola and the MSS subject to a limit of 80 microphone service requests annually.

Repairs to subscriber equipment due to physical damage will be performed subject to an annual aggregate limitation of \$15,000.00. The normal list price for each repair will be used as the basis to apply toward the annual total. The limitation during the initial calendar year of the Service Agreement will be calculated based on \$1,250.00 for each month from start date of the Service Agreement through the end of the first calendar year. A report will be provided each month documenting the repairs that were applied to this section.

See the section entitled Excluded Services for details affecting other City entities.

7. Equipment Additions

Equipment coming off warranty will be added to the service agreement at current contract rates upon notification by the City of Atlanta.

Qualifying non-covered equipment submitted for repair will be repaired under the guidelines of Above Contract (A/C) repairs, for the initial repair, and the unit may then be added to the service agreement upon approval by the City of Atlanta.

IV. Excluded Services

- A. Services to equipment not supplied by or under contract to Motorola.
- B. Services to software except as noted elsewhere in this Statement of Work.
- C. Services to hardware, which has become defective through other than normal wear and usage will be billed at the contract labor rate in effect at the time plus parts. Abnormal wear and usage is defined as but not limited to:
 - 1. Accidents, physical or electronic misuse or abuse, liquid damage, acts of God and fires;
 - 2. Unauthorized attempts by the City of Atlanta or third parties to repair, maintain, or modify the system or unit;
 - 3. Causes external to the system, including electrical power failure or anomalies, inadequate temperature or humidity control; or insufficient site grounding.
- D. Relocating hardware or other equipment, or adding or removing accessories, attachments or other devices beyond the scope delineated herein.
- E. Services to the hardware or system which are necessary because of unauthorized relocation, reinstallation, or other activities that have altered the hardware or system; or because of other unauthorized connection of the hardware or system to other equipment, machines or devices; or because of unauthorized alterations to other equipment, machines or devices to which the hardware or system is connected.
- F. Services to hardware, which, in Motorola's opinion, is located in an environment that has become hazardous to the safety or health of Motorola employees, agents or subcontractors.
- G. Electrical service external to the hardware.
- H. Services and replacement parts for facilities, antennas & transmission line, tower, and tower lighting that is not installed or on separate maintenance agreement with Motorola beyond the scope delineated herein. The labor to remove & re-install a tower mounted pre-amplifier.
- I. Equipment outages or damage that is caused by fire, flooding, lightning, commercial power surges, vandalism, physical abuse other acts of God and any other external influences.
- J. Equipment shelters, tower lighting, paint, galvanizing, and batteries.
- K. Computer supplies, such as printer paper, printer ink, ribbons, cartridges, print heads or magnetic storage media. Parts external to the radio equipment such as the Antenna System, DC Power System, AC Power system, building, HVAC, etc.. Services to these items will be billed to the City of Atlanta as required.

V. Spare Service Equipment

- A. Motorola will store spare equipment and Field Replacement Units (FRU'S) at the MSS service facility; with the MSS Field Technician; or FNE site at Motorola's discretion to meet it's response and restoration requirements.
-

- B. The Spare Equipment may be exchanged for failed or defective hardware, and repaired hardware may be used as spares.
- C. The City of Atlanta is responsible for the loss of or damage to spare FRU's, such as loaner units, in its possession. Where such loss or damage occurs, through no fault of Motorola or its agents or subcontractors, the City of Atlanta shall bear the cost of replacement.
- D. City of Atlanta owned spare or FRU equipment will not be utilized to service any non-City of Atlanta entity without the express written permission of the City.

VI. Customer Responsibilities

- A. The City of Atlanta shall notify Motorola of a System Alarm or other need for equipment service by calling the service telephone numbers to be provided upon implementation of this maintenance plan.
- B. The City of Atlanta shall have available and accessible to Motorola at least one staff person 24 hours a day, who is authorized to act on behalf of the City of Atlanta with regard to a Motorola service response.
- C. The City of Atlanta shall control electrical power and telephone lines at all service locations. The City of Atlanta shall also control temperature, humidity and other site environmental conditions in accordance with the hardware manufacturer's specifications.
- D. The City of Atlanta shall coordinate the repair and maintenance of all equipment not covered by this document including, but not limited to host computers, external site equipment, shelters, towers, etc.
- E. The City of Atlanta shall provide to Motorola twenty-four (24) hour full and free access to the system, and waiver of liability or other restrictions imposed as a site access requirement shall be of no effect. The City of Atlanta shall furnish electrical service to City of Atlanta-owned service locations, and shall permit Motorola to use necessary machines, communications facilities, features and other equipment. Motorola shall be responsible for providing services for their long distance telephone usage.
- F. The City of Atlanta shall provide Motorola, at Motorola's request, with information pertaining to the hardware and software elements of any system with which the System is interfacing that is necessary to enable Motorola to perform its obligations under this Agreement. Motorola agrees to maintain the confidentiality of any such information and shall sign a reasonable confidentiality agreement to that effect, if requested by the City of Atlanta.
- G. The City of Atlanta is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission (FCC) or any other Federal, State or Local governmental agency, although Motorola may assist in the preparation of license applications. The City of Atlanta is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State or Local government agency. Neither Motorola nor any of its employees is an agent of the City of Atlanta in FCC or other governmental matters.

- H. The City of Atlanta is responsible for providing the Support Team with changes to the databases as may be required from time to time to diagnose and repair the system and components.

VII. Payment for Extra Services.

Upon request from the City of Atlanta and at published rates in effect, Motorola will provide the following extra services and the City of Atlanta agrees to pay promptly upon completion of the service and receipt of the invoice for all such authorized extra service.

- A. Repair and restore to normal operating condition any communication equipment not provided and installed by Motorola, but forming a part of the City of Atlanta Radio Communications System(e.g.: facility management, telephone company, CAD etc...).
- B. Make improvements in the City of Atlanta Radio Communication System sites, which are possible as a result of technological improvements.
- C. Other services that are otherwise not covered by this agreement.
- D. Services to antennas, transmission lines, towers, tower lighting systems, facilities, exterior grounding systems, telephone equipment, fiber optic equipment, power surge suppression devices, batteries, battery chargers, and other items external to the radio communications system equipment.

VIII. Preventative Maintenance Procedures

Motorola Preventative Maintenance

Preventative maintenance will be coordinated with City of Atlanta personnel by the Motorola MSS Service Manager. Records will be maintained to document compliance with the PM Schedule and specifications

Various preventative maintenance checks are recommended to ensure equipment functionality and site integrity, while minimizing unplanned outages. It is recommended that these tests and checks be performed at not more than twelve-month intervals on sites that have not required service for any other reason. Performing some of the PM checks described below may result in an outage for the site being verified. City of Atlanta personnel will be notified when a site is due to be checked, and must provide authorization to proceed prior to the site being taken out of service. All service effecting PM checks will be performed during planned service periods. After receiving notice to proceed from the City, Motorola MSS service technicians will perform the tests outlined in Attachment B.

System Diagnostics will be run daily and used to prioritize maintenance schedules for the day.

Attachment A FNE Recommended Minimum Spare FRU Requirements

Attachment B Preventative Maintenance Schedule

Attachment A
Statement of Work for City of Atlanta Radio Maintenance
FNE Recommended Minimum Spare FRU Requirements

MODEL	DESCRIPTION	TOTAL QTY
SMARTNET CENTRAL CONTROLLER		
D179	Simulcast Prime Site Spares	1
D313	Console Interface Spares	1
D179	Simulcast Remote Site Spares	2
D312	Telco Spare Boards	1
REDUNDANT CONTROLLER SWITCH		
DS58104	Switch Module	1
QUANTRO REPEATERS FRUs		
TLN3307	800 Mhz Exciter	1
TLN3315	800 Mhz Receiver	1
TLN3442	800 Mhz 100 W Power Amp	1
TLN3311	800 Mhz QUANTRO 5V IPA	1
TLN3259	625 W AC Pwr Supply	1
TLN3256	Conv/6809 Trunk Station Control Module	1
COMPARATOR		
TPN1239	Digitac Power Supply	1
SIMULCAST AUDIO PHASING (Updated w/ New Equip. Purchase 7/03)		
DSTRAK91202	AC Power Supply	1
DSTRAK91015	GPS Reference w/ XTAL Osc.	1
DSTRAK91013	GPS Reference w/ RUB Osc.	1
DSTRAK91061	4 Port DDM	7
CIU		
C839	Spare DVP_XL Encryption Module	1
CONSOLES & CEB SPARES		
B1403	Spare Operator Power Supply	36
BPN6015A	Spare AEB Power Supply	1
DIGITAC SPARES		
TPN1239	Digitac Power Supply	1
QRN4304	Kernal Board	1
QRN4305	Peripheral Board	1
QRN4306	Input Board	1
QRN4307	Output Board	1
QRN4515	TX Control Board	1
QRN4516	TX Audio Board	1
ANTENNAS AND LINES		
DSPD10017	Omni Antenna, 10 dB, Celwave	2
DQ42186A0436	TX/RX TM Amp, 36 Chnls, w/test port	1
DS898605P	Preselector	1
MODEMS Remote OPS/SIMS		
TRN7927A	V.3225 9600BPS Standalone MODEM	1

Attachment A
Statement of Work for City of Atlanta Radio Maintenance
FNE Recommended Minimum Spare FRU Requirements

MODEL	DESCRIPTION	TOTAL QTY
DIGITAL MULTIPLEX (Updated w/ New Equip. Purchase 7/03)		
DSPREM880460	CPU 2 T1 RCON BUS CONNECT	1
DSPREM880160	CPU 8 T1 Cross Connect	1
DSPREM892060	8 T1 Interface Card 32K w/ Modem	1
DSPREM8901	AC Power Supply	1
DSPREM 816460	4 Port 4 Wire DSM Card	3
DSPREM864	FRED Secure Daughter Board	1
DSPREM 822560	10 Port SRU Card	1
DSPREM 811960	8 Port 4 Wire ENM Extended Range Card	1
DSPREM 801060	Dual T1 Card	1
DSPREM 801460	Dual T1 Card w/ Relays	1
DSPREM 81130	DSX Module	1
DSPREM 1239	Y Adapter	1
6 GHz DS3 (28 T1) DIGITAL MICROWAVE RADIOS		
MWMPN	Power Supply & MW RADIO CHASSIS	1
MWMTH1370A	TX Plug in 6500-7100Mhz	1
MWMRH1030A	RX Plug in 6500-7100Mhz	1
SIGNAL PROCESSING		
MWMLN7338B	Syndes 1DS3	1
MWMLN6050B	Signal Processing Power Supply	1
MWMLN7195B	ACU	1
MWMLN7339A	Modulator	1
MWMLN7340A	Demodulator	1
MWMLN7341A	MUX	1
MWMLN1453A	Interface Panel	1
MULTIPLEXER & LOOP SWITCH		
MWDSF0349	Shelf Assembly	1
MWDSX4151C	High Speed TX Module	1
MWDSX04116E1	High Speed RX Module	1
MWDSX0421C	Protected Switch Module	1
MWDSY0565A	4XDS1 Low Speed Module	1
MWDSX7139E1	ACU Module	1
MWDSX0402A1	Power Supply -48vdc	2
IHDS5702LIST1	DS1 Single Ended Switch	1
L1590	48V DC 28A Switch Mode Rectifier	1
SYSTEM WATCH II		
T549I	System Watch Sftwr	1
TKN9027A	SPECTRA to RIM II Cable	1
D35KGA5JC2AKSP01	SMARTNET II RF Modem	1
W665	Control Station Operation	1
TDN6815	Transmission Line, 1/2" LDF	1
TDN6677	N' Male Connector, 1/2" LDF	1
58-80367B21	Adapter, N-F/mini-UHF-M	1
TDF6321	3 dB Gain, Omni-directional Antenna	1
RRX4027	TX Line Surge Protector	1
DQACV2701J1M0	ASP Varilator, w/cable	1

Attachment B
Statement of Work for City of Atlanta Radio Maintenance
Preventative Maintenance Schedule

DESCRIPTION	Weekly	Monthly	Quarterly	Semi-Annual	Annual
SMARTNET CENTRAL CONTROLLERS					
SMARTNETII Plus Central Controller		X			
Simulcast Remote Site Controller		X			
3 Channel Telephone Interconnect		X			
Remote Diagnostics	X				
REDUNDANT CONTROLLER SWITCH					
T-Bar, Master			X		
T-Bar, Slave			X		
ASTRO CAPABLE QUANTRO & DATA QUANTAR REPEATERS					
ASTRO Quantro Repeater			X		
Data Quantar Repeater			X		
SIMULCAST SITE REFERENCE					
TRAK GPS Freq. Standards			X		
SIMULCAST TEST RADIO					
Spectra Mobile				X	
TX Line Surge Protector					X
COMPARATOR					
Digitac Comparator				X	
CIU					
Secure SMARTNET Series II CIU					X
SIMULCAST AUDIO PHASING					
Simulcast Controller Interface Module				X	
PON Base CPU Hardware U/S					X
UPS SYSTEM/GENERATOR SYSTEM					
12 Minute 40 KVA/32KW Uninterruptible Power Supply					X
60KW/75KVA, 120/208volt, 3 phase, 60Hz Diesel Generator					X
ANTENNAS AND LINES					
Omni Antennas VSWR					X
RX Line Protector					X
TX Line Protector					X
Xmitter Combiner					X
Receiver Multi-Coupler					X
TX/RX TM Amp					X
Preselector					X
SIMS II					
Printer					X
User Terminals, Admin, Local, Remote					X
9600 bps Modems					X

Attachment B

Statement of Work for City of Atlanta Radio Maintenance Preventative Maintenance Schedule

DESCRIPTION	Weekly	Monthly	Quarterly	Semi-Annual	Annual
SMARTNET II RF Modem				X	
TX Line Surge Protector					X
SPECTRA CONSOLETTTE w/DGT9000 REMOTE- ACDC CENTRAL					
SPECTRA Desktop Station				X	
DGT 9000 Digital Deskset				X	
DIGITAL MULTIPLEX					
Premisys Channel Banks				X	
6 GHz DS3 (28 T1) DIGITAL MICROWAVE RADIOS - LOOPS					
ULTRASTAR 6G 1DS3 TX/RX Term N/N				X	
DS3 Interface, 10 MHz Channel (N/N)				X	
ATD Equalizer				X	
Status & Control Extender				X	
Service Channel Unit				X	
Orderwire				X	
MX3 Multiplexer, MHSB (NEC)				X	
4 X DS1 Low Speed Module				X	
6 DS1 Loop Switch Shelf				X	
Badger Graphics Master Station				X	
Badger 1785 Remote Terminal Unit				X	
Dryline Dehydrator			X		
BI-DIRECTIONAL AMPLIFIERS					
Bi-Directional Amplifier, 806-824 MHz, 851-870 MHz					X
Transmission Line Surge Suppressor					X
CRT CONSOLES					
Series II Plus CRT, Desktop Interface				X	
IBM PS/2 386 w/14" Color Monitor & Keyboard				X	
3 Button Mouse				X	
BUTTON & LED CONSOLES (FIRE DISPATCH)					
Series II Plus Trunked Master Control Panel				X	
Trunked COMPACT Console				X	
UDS V.3225 Modem				X	
CEB					
Trunking CEB				X	
Ambassador Electronics Bank					
Two Card Cage Ambassador Electronics Bank				X	
WWV					
WWV Interface to EMBASSY CEB				X	
ANALOG SMARTNET II PORTABLE RADIO					

Attachment B
Statement of Work for City of Atlanta Radio Maintenance
Preventative Maintenance Schedule

DESCRIPTION	Weekly	Monthly	Quarterly	Semi-Annual	Annual
MTS 2000 Portable					X
ANALOG SMARTNET II MOBILES					
Spectra Mobile					X
ANALOG SMARTNET II CONTROL STATION					
Spectra Control Station					X
TX Line Surge Protector					X
DATA STATIONS					
MSF5000 Repeater				X	
AC Surge Suppressor					X
Antenna Line Surge Suppressor					X
SATELLITE RECEIVERS					
Satellite Receiver					X

INSURANCE/BONDING REQUIREMENTS
Citywide Radio Maintenance Services

A. General Preamble

The following general requirements apply to any and all work under this contract. Compliance is required by all Contractors and Sub-contractors of any tier. Insurance/Bonding requirements are based on information received as of date of contract execution. **The City of Atlanta reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this contract.**

1. Evidence of Insurance Required Before Work Begins

No Contractor or Sub-contractor shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this contract shall have been complied with as outlined below, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. **The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**

2. Minimum Financial Security Requirements

Any and all companies providing insurance required by this contract must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the Acord Certificate of Insurance Form.

For all Contracts, regardless of size, companies providing Insurance of Bonds under this contract must have a current:

- i) Best's Rating not less than A- and current
- ii) Best's Financial Size Category not less than Class IX.
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia, furthermore, all bid, performance and payment bonds must be a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be

mailed by the City to the Contractor who shall promptly obtain a new policy or bond issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

Upon failure of the Contractor to furnish, deliver and maintain such insurance or bonds as herein provided, this contract, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain any required insurance or bonds shall not relieve the Contractor from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification.

3. Insurance Required for Duration of Contract

Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the City. The City shall have the right to inquire into the adequacy of the insurance coverages set forth in this contract and to negotiate such adjustments as reasonable appear necessary.

4. Mandatory 30-Day Notice of Cancellation or Material Change

The City of Atlanta shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this contract. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory 30 days notice of cancellation shall appear on the Acord Certificate of Insurance and on any and all Bonds and Insurance policies required by this contract.

5. City of Atlanta as Additional Insured

The City of Atlanta shall be covered as Additional Insured under any and all Insurance and Bonds required by this contract, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the Acord Certificate of Insurance, and on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers' Compensation, Professional Liability Insurance or Payment and Performance Bonds.

6. Mandatory Sub-contractor Compliance

Contractor shall incorporate a copy of these Insurance, Bond and Hold Harmless requirements in each and every contract with each and every Sub-contractor of any tier, and shall require each and every Sub-contractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Sub-contractor fails to procure and

maintain Insurance and Bonds as required, all such required Insurance and Bonds shall be procured and maintained by Contractor at Contractor's expense.

7. Authorization and Licensing of Agent

Each and every agent acting as Authorized Representative on behalf of a Company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies, these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

B. Workers' Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under the contract:

Workers' Compensation Statutory

Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident

Bodily Injury by Accident/Disease \$100,000 each employee

Bodily Injury by Accident/Disease \$500,000 policy limit

C. General Liability Insurance

The contractor shall procure and maintain General Liability Insurance in an amount not less than \$2,000,000 Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Acord Certificate of Insurance:

1. Comprehensive Form
2. Contractual Insurance - (Blanket or specific applicable to this contract)
3. Personal Injury
4. Broad Form Property Damage
5. Premises - Operations

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the Contractor does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the contractor's personal automobile policy or the Comprehensive General Liability coverage (c) required under this contract.

E. Performance and Payment Bond

The Contractor shall furnish a Payment Bond to the City in an amount equal to 100 percent of the total contract.

The person executing the Bond on behalf of the surety shall file with the Bond a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.



MBE and EEO Information

DATE: September 29, 2004

TO: City of Atlanta – To Whom it May Concern

FROM: Robert Marshall
Customer Support Manager, Southern Division

RE: MBE and EEO Information

Motorola will be utilizing Atlanta Communications Company as the primary subcontractor, to provide many of the services outlined in this proposal for an extension to the current Motorola Maintenance Agreement. Atlanta Communications is a minority owned Factory Authorized Motorola Service Center. For the 2005 contract period, which begins on January 1, 2005, Atlanta Communications will receive over 50% of the contract value. This percentage does account for the discounted contract amount, offered to the City for an annual payment, which would increase that percentage. For the City's review, we have attached a copy of Atlanta Communications Company's certification letter, which states that they have been certified as an African American Business Enterprise (AABE) and Female Business Enterprise (FBE), with the City of Atlanta.

Also attached, you will find the certification letter, from the City of Atlanta, which certifies Motorola, Inc., as a vendor in compliance with the City's Equal Employment Opportunity requirements.



CITY OF ATLANTA

SHIRLEY FRANKLIN
MAYOR

OFFICE OF CONTRACT COMPLIANCE
55 TRINITY AVENUE SW, SUITE 1700
ATLANTA, GEORGIA 30303
OFFICE (404) 330-8010
FAX (404) 658-7359

January 23, 2003

Mr. Gwendolyn Beard
Television Electronics Company, Inc.
d/b/a Atlanta Communications Company
1510 Huber Street
Atlanta, GA 30318

Dear Mr. Beard:

Your firm has been certified as an **African American Business Enterprise (AABE)** and **Female Business Enterprise (FBE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of two (2) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects. You may apply for recertification as an AABE and FBE utilizing a short form application if the short form is filed in the Office of Contract Compliance no later than **November 30, 2004**. Any request for certification following that date must be made utilizing the complete long form application for certification.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the ten-county Atlanta Regional Development Commission (ARDC) area: **Cherokee, Clayton, Cobb, Dekalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale**. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,


Hubert Owens
Mayor's Office of Contract Compliance

HO/ms

Certification: # 2003-38

Vendor: #

Phone: # (404) 875-9316

Fax: # (404) 875-5499

Business: Telecommunication Sales and Service

RCS# 6370
1/03/05
2:00 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 2-15

ADOPT

YEAS: 10
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 6
EXCUSED: 0
ABSENT 0

Y Smith	NV Archibong	Y Moore	NV Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	NV Sheperd	NV Borders

CONSENT I

04-~~R~~-2246
 (Do Not Write Above This Line)

A RESOLUTION
 BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING RENEWAL AGREEMENT NUMBER 4 WITH MOTOROLA, INC. FOR THE CITY OF ATLANTA'S CITYWIDE RADIO SYSTEM MAINTENANCE AGREEMENT FOR A PERIOD OF ONE (1) YEAR IN THE AMOUNT OF \$1,794,168 WITH THE OPTION TO RENEW SAID AGREEMENT FOR ONE (1) ADDITIONAL YEAR WITH FIRM, FIXED RATES ANNUALLY; ALL COST TO BE PAID FROM FUND, ACCOUNT AND CENTER NUMBERS 1A01-523001-151013 (SERVICE REPAIR AND MAINTENANCE-NON-DEPARTMENT), 2H21-523001-R21E01219999 (AVIATION-SERVICE REPAIR AND MAINTENANCE-SERVICE REPAIR AND MAINTENANCE-PLANT MAINTENANCE ACCOUNT), 2101-523001-Q30001 (WATERSHED-SERVICE REPAIR AND MAINTENANCE-TREATMENT COLLECTION ACCOUNT) AND 2P01-523001-T31001 (SOLID WASTE-SERVICE REPAIR AND MAINTENANCE-UNALLOCATED ACCOUNT), IN AMOUNTS PROVIDED, AND FOR OTHER PURPOSES.

- 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:

ADOPTED BY

JAN 03 2005

COUNCIL

Committee _____
 Date _____
 Chair _____
 Referred To _____

First Reading

FINANCE
 Date 12/15/04
 Chair _____

Action
 Fav, Adv, Hold (see rev. side)
 Other _____

Members

Blair Muller
Blair Muller
Blair Muller

Refer To

Committee

Date

Chair

Action
 Fav, Adv, Hold (see rev. side)
 Other _____

Members

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

Refer To

Refer To

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

CERTIFIED

CERTIFIED
 JAN 03 2005

CERTIFIED
 JAN 03 2005

Rod L. Dunbar
 MUNICIPAL CLERK

MAYOR'S ACTION

Murray Franklin
 JAN 10 2005

MAYOR