COMMITTEE AMENDMENT FORM

Committee Finance / Executive **Page Number(s)** 2

Ordinance I.D.# 01-O-1929 **Section(s)** 6

Resolution I.D.# _____ **Paragraph** _____

Date 11/28/01

Amendment: Add "Section 6: That all ordinances or parts of ordinances in conflict herewith are hereby waived."

01-O-1929

A SUBSTITUTE ORDINANCE
BY FINANCE/EXECUTIVE COMMITTEE

A SUBSTITUTE ORDINANCE AUTHORIZING RENEWAL AGREEMENT NUMBER 1 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 $1,842,624.00 WITH THE OPTION TO RENEW FOR EACH OF FOUR (4) ADDITIONAL YEARS WITH FIRM, FIXED RATES ANNUALLY; TO WAIVE THE PROVISIONS OF CITY CODE SECTIONS 2-1188 AND 2-1205 TO THE CONTRARY AS TO THIS TRANSACTION; ALL COSTS TO BE PAID FROM THE APPROPRIATE FUND, ACCOUNT AND CENTER NUMBERS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") and Motorola, Inc. ("Motorola") have in existence a maintenance agreement relating to certain equipment originally provided by Motorola in connection with the Citywide Radio System (the "Motorola Maintenance Agreement"), 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, the City and Motorola wish to renew the Motorola Maintenance Agreement for a period of one (1) year with the option to renew for each of four (4) additional one (1) year terms; and

WHEREAS, Motorola has implemented a customized maintenance program for the City which combines the services of a local System Service Team, with the availability of additional Motorola technical support services, engineering services, field technical representative services, and administrative services as required; 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 3,400 subscriber units, the Mobile Data System, the loop Microwave system, the 911 radio dispatch console, UPS's, HVAC units at sites, generators, and tower inspections; and

WHEREAS, the Purchasing Agent has determined that Motorola's services in connection with this agreement constitute a sole source pursuant to City Code Section 2-1191

inasumch as Motorola is the only authorized vendor to perform maintenance on the City's radio system; and

WHEREAS, the City and Motorola, Inc. desire to enter into a appropriate contractual agreement reflecting Renewal Agreement Number 1; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an appropriate contractual agreement on behalf of the City for Renewal Number 1 to the existing Maintenance Agreement with Motorola, Inc. beginning January 1, 2002 to, through, and including December 31, 2002 for a grand total system maintenance cost of not to exceed One Million Eight Hundred Forty-Two Thousand Six Hundred Twenty-Four Dollars ($1,842,624.00).

SECTION 2: That the Maintenance Agreement with Motorola shall be renewed for a period of one (1) year with the City's option to renew for each of four (4) additional one (1) year terms to, through, and including December 31, 2006, with firm, fixed prices for each such annual term pursuant to Motorola's Statement of Work dated September 18, 2001. Renewal Agreement Number 1 and each renewal thereafter shall be subject to and expressly contingent upon the City's appropriation of sufficient funds to support each renewal term.

SECTION 3: That the requirements of Sections 2-1188 and 2-1205 of the Procurement and Real Estate Code of the City are waived as to this transaction.

SECTION 4: That Renewal Agreement Number 1 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 5: That all costs associated with this tranaction shall be charged to and paid from the following: General Fund, fund account center number 1A01 523001 T51013 in an amount not to exceed $1,201,495.00 and the following Enterprise Funds, fund account center numbers 2H21 523001 R21001 in an amount not to exceed $237,704.00; 2J21 523001 Q26301 in an amount not to exceed $189,248.00; 2J01 523001 M24201 in an amount not to exceed $110,368.00; 2J01 523001 M52001 in an amount not to exceed $103,809.00.