RESOLUTION NO. 2013-03-18

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION AUTHORIZING CHANGE ORDER UNDER CONTRACT WITH MOTOROLA FOR THE PURCHASE OF RADIO COMMUNICATIONS EQUIPMENT, AMENDING THE CONTRACT TO ADD THE CITIES OF ALPHARETTA, MILTON AND ROSWELL AS PARTIES AND, ACCORDINGLY, TO MAKE CONTRACT PRICE ADJUSTMENTS, CHANGES IN EQUIPMENT AND MODIFICATIONS TO THE SCOPE OF THE CONTRACT

WHEREAS, on December 18, 2012, City Council authorized Sandy Springs ("City") to enter into an Intergovernmental Agreement for the Development and Implementation of a Unified Radio System ("System") by and among the Cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs ("IGA"); and

WHEREAS, the City of Johns Creek determined not to participate in the System, leaving the remaining Cities of Alpharetta, Milton, Roswell and Sandy Springs ("Participating Cities") to develop and implement the System; and

WHEREAS, the IGA was revised ("Revised IGA"), to reflect the following: (a) the removal of Johns Creek from participation in the System; (b) the reallocation of contribution shares to absorb the contribution anticipated to be made by Johns Creek; and (c) additional minor changes; and

WHEREAS, the governing bodies of the Participating Cities each have authorized the Revised IGA; and

WHEREAS, on December 18, 2012, City Council by resolution authorized the City Manager to proceed with the purchase of equipment for the System by utilizing state contracts with Motorola, as provided by Georgia law, in order to take advantage of significant cost savings in equipment, as well as savings in the time and energy which would have been required by separate procurement; and

WHEREAS, Motorola agreed to provide additional cost savings pursuant to a phased approach, in which the first phase is the execution of an agreement with Motorola ("Motorola Agreement") for the purchase of the core system for Sandy Springs ("Phase 1") and the second phase is the execution by the remaining Participating Cities of the Motorola Agreement to purchase System requirements for unification of the System ("Phase 2"); and

WHEREAS, pursuant to Council's authorization, the City Manager entered into Phase 1 of the Motorola Agreement; and

WHEREAS, pursuant to Council's authorization on January 30, 2013, the City Manager proceeded to enter into discussions for implementation of Phase 2 of the Motorola Agreement, including the addition of the other Participating Cities as parties to the Motorola Agreement; and

WHEREAS, the Participating Cities negotiated a change order to the Motorola Agreement ("Change Order"), a copy of which is attached hereto as Exhibit A, pursuant to which the other Participating Cities would become parties and, accordingly, pursuant to which price adjustments, changes in equipment, and changes in scope of the Motorola Agreement would be made; and
WHEREAS, the Change Order further recognizes the ability of the Participating Cities to transfer and assign their interests in the System and the Motorola Agreement to an Authority to be created by the Georgia General Assembly entitled the “North Fulton Regional Radio System Authority,” in substantially the form attached hereto as Exhibit B, without further consent of Motorola; and

WHEREAS, each of the Participating Cities now seeks the approval of its respective Council to enter into the Change Order;

NOW THEREFORE, BE IT RESOLVED by the City Council of Sandy Springs as follows:

1. The Change Order, in substantially the form attached hereto as Exhibit A, is hereby approved and the City Manager is hereby authorized to execute the Change Order on behalf of the City; and

2. The City Manager and City Attorney are authorized to take such other action as may be necessary to effectuate the intent of this resolution.

RESOLVED this the 19th day of March, 2013.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk

(Seal)
Change Order Number: 001
Date: 2/1/2013
Project Name: North Fulton Unified Radio System
Customer Name: City of Sandy Springs, GA
Customer Project Manager: TBD
Motorola Project Manager: Karen Rigsbee
Motorola Account Manager: John Byrd

1. The purpose of this change order is to add parties to the Contract and to modify the scope of work as relates to the City of Sandy Springs MCC7500 installation.

<table>
<thead>
<tr>
<th>Motorola Contract No.</th>
<th>11-29240/JHJ</th>
<th>Contract Date:</th>
<th>12-24-2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Contract No.</td>
<td>20130152</td>
<td>Customer No.</td>
<td>1036360395</td>
</tr>
</tbody>
</table>

In accordance with the terms and conditions of the Contract identified above between Motorola Solutions, Inc and the City of Sandy Springs, Georgia, on behalf of the Cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs (the "Cities"), Georgia, pursuant to their Intergovernmental Agreement for the Development and Implementation of a Unified Radio System ("System") by and among the Cities (the "IGA"). The changes described herein are approved:

2. Parties to the Contract

The parties to the Contract agree that the Cities of Alpharetta, Milton, and Roswell shall be added as parties to the Contract for the purchase and sale of the System, as evidenced by the signature of an authorized representative of each named City on this change order. The parties further agree that the City of Johns Creek is not a participant in the System. The IGA provides that the Cities will share the cost of Contract Price and maintenance of the System as follows:

<table>
<thead>
<tr>
<th>City</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpharetta</td>
<td>23.11%</td>
</tr>
<tr>
<td>Milton</td>
<td>15.21%</td>
</tr>
<tr>
<td>Roswell</td>
<td>32.00%</td>
</tr>
<tr>
<td>Sandy Springs</td>
<td>29.68%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

Customer designates Sandy Springs as the City to serve as its paying agent, to receive notices and invoices and to submit payments, in full, in accordance with the Contract. Pursuant to Georgia law prohibiting municipalities from indemnifying the debt of another, there shall be no joint and several liability of the named Cities for the entire Contract price. Notwithstanding the foregoing and subject to Georgia law, Motorola retains any

3-6-2013
and all rights and remedies available at law or equity against all Parties to the Contract. Any disputes between and among the named Cities will be resolved in accordance with the IGA.

Pursuant to Section 16.2. of the Contract entitled ASSIGNABILITY AND SUBCONTRACTING, it is contemplated an Authority will be created on or before July 1, 2013 by the Georgia General Assembly. Upon its creation, all Cities have agreed to transfer their interests in the System and the Contract to the Authority. The Cities shall continue to be responsible to the Authority for their stated share contributions under the IGA; however, the Authority will own the System and be responsible to Motorola for the entire Contract Price. Motorola shall accept assignment of the Contract to the Authority, substituting the Authority as Customer in lieu of the Cities of Alpharetta, Milton, Roswell and Sandy Springs, and the Authority shall accept the terms and conditions of the Contract with the same benefits and obligations thereunder as if it had originally been named a party.

3. Contract Price Adjustments

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Value</td>
<td>$4,907,747.00</td>
</tr>
<tr>
<td>Amounts of Previous Purchase Orders</td>
<td></td>
</tr>
<tr>
<td>Numbered</td>
<td>$0.00</td>
</tr>
<tr>
<td>This Change Order</td>
<td>$7,870,386.00</td>
</tr>
<tr>
<td>New Contract Value</td>
<td>$12,778,133.00</td>
</tr>
</tbody>
</table>

4. Completion Date Adjustments

<table>
<thead>
<tr>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Completion Date</td>
<td>No Change</td>
</tr>
<tr>
<td>Current Completion Date prior to this Change Order</td>
<td>No Change</td>
</tr>
<tr>
<td>New Completion Date</td>
<td>No Change</td>
</tr>
</tbody>
</table>

5. Changes in Equipment

Add 4 channels to each of the Sandy Springs sites (Morgan Falls, COA FS21, Riverwood). East Roswell Park is added as the master site and Morgan Falls is transitioned to a remote site.
- Adds 1 tower, 1 building, 1 generator and 1 500 gallon fuel tank
Add remote sites at Jones Bridge, Verizon Amphitheater, Roswell FS 6 & Birmingham Park. The named sites will be available options for the remote sites contemplated in this change order. However, the specific identification of any site notwithstanding, nothing in this change order, shall preclude the Cities from identifying alternative locations for remote sites, subject to Section 6 of the Contract. To the extent specific sites are identified in Section 6 (and the associated Statement of Work), such identification shall also not preclude the identification and use of alternative locations.
6. Changes in Services See attached Statement of Work

7. Scheduled Changes Per the proposal system, implementation will be agreed upon jointly during the Customer Design Review meeting. The CDR will be scheduled immediately following receipt of an executed change order.

8. Pricing Changes None.

9. Customer Responsibilities Included in the attached Statement of Work and System Proposal SOW. In addition, each municipality and the County will be liable and responsible for their pro rata share of the Contract Price, as amended.

10. Payment Schedule Defined in Exhibit B of the Communications System Agreement

11. Counterparts This Change Order may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF, the parties have executed this Change Order, which is effective as of the last date signed below.

Motorola Solutions, Inc.

By: [Signature]
Printed Name: Marshall Wright
Title: MSSSI VP and Director of Sales
Date: 3/15/13

Customer: Sandy Springs, GA

By: [Signature] John McDonough
Printed Name: John McDonough
Title: City Manager
Date: 3/20/2013
Customer: Alpharetta, GA

By: [SignATURE]
Printed Name: David Belle Isle
Title: Mayor
Date: 3/25/13

Customer: Milton, GA

By: [Signature]
Printed Name: Christopher J. Layeboom
Title: City Manager
Date: 03/27/13

Customer: Roswell, GA

By: [Signature]
Printed Name: Kay G. Love
Title: City Administrator
Date: 3/26/13

PROJECT MANAGER APPROVAL: The work described herein has [ ] / has not [X] been completed.

Approved as to Form:

[Signature]
City Attorney

3-6-2013
EXHIBIT B

BILL TO CREATE THE
NORTH FULTON REGIONAL RADIO SYSTEM AUTHORITY
offers the following substitute to HB 526:

A BILL TO BE ENTITLED
AN ACT

To create the North Fulton Regional Radio System Authority; to provide a short title; to provide a declaration of need; to provide for membership of the authority; to provide for a quorum and voting; to define certain terms; to provide for the powers of the authority; to provide that indebtedness of the authority shall not constitute debt to the establishing local governments; to provide for venue of actions relating to any provisions of this Act; to provide for the purpose of the authority; to provide that the authority may establish rates and collect revenues for services; to provide for rules, regulations, and policies; to provide for tort immunity; to provide for exemptions from certain taxes; to provide for an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Short title.

This Act shall be known and may be cited as the "North Fulton Regional Radio System Authority Act."

SECTION 2.

Declaration of need.

It is declared that there exists a need for a North Fulton Regional Radio System Authority to function without profit in developing and promoting for the public good certain communication facilities and services in order to provide an interoperable, high quality, and reliable and uninterrupted communication signal for public safety and public services and for the other purposes expressed in this Act.
SECTION 3.
North Fulton Regional Radio System Authority.

(a) There is hereby created a public body corporate and politic to be known as the "North Fulton Regional Radio System Authority," which shall be deemed to be a political subdivision of the state and a public corporation, and by that name, style, and title said body may contract and be contracted with, sue and be sued, implead and be impleaded, and complain and defend in all courts of law and equity. The authority shall have perpetual existence.

(b) The authority shall consist of four members, to include the following: (1) the city manager of the City of Sandy Springs, Georgia, or his or her designee; (2) the city manager of the City of Milton, Georgia, or his or her designee; (3) the city administrator of the City of Alpharetta, Georgia, or his or her designee; (4) and the city administrator of the City of Roswell, Georgia, or his or her designee. Additional members who are city managers or city administrators of other municipalities, or their designees, may be added to the authority by unanimous agreement of the existing members, subject to such additional municipalities paying a share of capital investment as approved by the existing members, in which event such additional municipalities shall be included within the area in which the authority has operational capability. To be eligible to serve as a member of the authority, a person shall be at least 21 years of age, shall have been a resident of this state for at least 12 months prior to the date of his or her appointment and shall continue such residency during his or her term of office, and shall not have been convicted of a felony.

(c) The authority may provide by resolution for compensation for the services of the members of the authority in such amounts as it may deem appropriate; provided, however, that such members shall be reimbursed for their actual expenses necessarily incurred in the performance of their duties.

(d) The members of the authority shall elect one of their number as chairperson and another as vice chairperson. The chairperson shall preside over the regular and special meetings of the authority. In the event that the chairperson is not in attendance, the vice chairperson shall preside. The members of the authority shall also elect a secretary, and may also elect a treasurer, who need not be members of the authority. The secretary and treasurer shall not be the chairperson or vice chairperson. The secretary may also serve as treasurer. If either the secretary or the treasurer is not a member of the authority, such officer shall have no voting rights. Each of such officers shall serve for a period of one year and until their successors are duly elected and qualified.

(e) A majority of the members of the authority shall constitute a quorum. No vacancy on the authority shall impair the right of the quorum to exercise all of the rights and perform all
of the duties of the authority. Any action which requires approval of the authority shall be
by majority vote of those members present, provided that a quorum is present. In the event
of a tie vote, the vote of each member who cast a vote on the question shall be weighted
according to the share of total capital investment made in the authority by the municipality
such member represents as compared to the total capital investment made by all
municipalities represented by members of the authority, and the votes as so weighted shall
be recalculated accordingly to determine the approval or failure of the motion.

SECTION 4.
Definitions.

As used in this Act, the term:

(1) "Authority" means the North Fulton Regional Radio System Authority created by this
Act.
(2) "Capital investment" means the amount of funds contributed to the purchasing and
installation of start-up equipment for the authority.
(3) "Costs of the project" means and embraces the cost of construction; the cost of all
lands, properties, rights, easements, and franchises acquired; the cost of all machinery and
equipment; financing charges; interest prior to and during construction and for six months
after completion of construction; the cost of engineering, architectural, fiscal agents' and
legal expenses, plans and specifications, licensing fees and costs, and other expenses
necessary or incidental to determining the feasibility or practicability of the project;
administrative expenses and such other expenses as may be necessary or incident to the
financing herein authorized; working capital; and all other costs necessary to acquire,
construct, add to, extend, improve, equip, operate, and maintain the project.
(4) "County" means any county created under the Constitution or laws of this state.
(5) "Establishing local governments" shall mean the mayors and councils of the Cities
of Alpharetta, Milton, Roswell, and Sandy Springs, Georgia.
(6) "Local government" or "local governing authority" means any municipal corporation
or county or any state or local authority, board, or political subdivision created by the
General Assembly or pursuant to the Constitution and laws of this state.
(7) "Obligation" means any indebtedness, including, without limitation, any note, lease,
contract, or other evidence of indebtedness.
(8) "Project" means the acquisition, construction, installation, modification, renovation,
repair, extension, renewal, replacement, or rehabilitation of land, interest in land,
buildings, structures, facilities, or other improvements and the acquisition, installation,
modification, renovation, repair, extension, renewal, replacement, rehabilitation, or
furnishing of fixtures, machinery, equipment, furniture, or other property of any nature
whatsoever used on, in, or in connection with any such land, interest in land, building,
structure, facility, or other improvement, all for the essential public purpose of providing
facilities and services permitted by the obligation to meet needs and standards for radio
communication for public safety and public services within the area of operational
capability of the authority and to aid in the accomplishment of the purposes of the
authority.

(9) "State" means the State of Georgia.

SECTION 5.

Powers.

The authority shall have the power:

(1) To have a seal and alter the same at its pleasure;

(2) To acquire by purchase, lease, gift, or otherwise and to hold, operate, maintain, lease,
and dispose of real and personal property of every kind and character for its corporate
purposes;

(3) To acquire in its own name by purchase, on such terms and conditions and in such
manner as it may deem proper, real property or rights or easements therein or franchises
necessary or convenient for its corporate purposes, to use the same so long as its
corporate existence shall continue, to lease or make contracts with respect to the use of
the same, or to dispose of the same in any manner it deems to the best advantage of the
authority;

(4) To appoint, select, and employ officers, agents, and employees, including
engineering, architectural, and construction experts, fiscal agents, and attorneys, and fix
their compensations;

(5) To execute contracts, leases, installment sale agreements, and other agreements and
instruments necessary or convenient in connection with the acquisition, construction,
addition, extension, improvement, equipping, operation, or maintenance of a project; and
any and all persons, firms and corporations, local governments, and any other political
subdivision of the state located within the operational area of the authority are hereby
authorized to enter into contracts, leases, installment sale agreements, and other
agreements or instruments with the authority upon such terms and for such purposes as
they deem advisable and as they are authorized by law;

(6) To acquire, construct, add to, extend, improve, equip, hold, operate, maintain, lease,
and dispose of projects;
(7) To pay the costs of the project with the proceeds of any grant or contribution from
the United States of America or any agency or instrumentality thereof or from the state
or any agency or instrumentality or other political subdivision thereof or from any other
source whatsoever;

(8) To finance projects and facilities of the authority for the furtherance of the purposes
of the authority within the geographic area over which the authority has operational
capability by loan, loan guarantee, grant, lease, or otherwise and to pay the cost of such
from any funds of the authority or from any contributions or loans by persons,
corporations, partnerships, whether limited or general, or other entities, all of which the
authority is authorized to receive, accept, and use. The authority shall be deemed to have
operational capability within the geographic boundaries of each establishing local
government as well as within the geographic boundaries of any local government that
subsequently becomes a member of the authority or contracts for services with the
authority;

(9) To sell or pledge any obligation acquired by it whenever it is determined by the
authority that the sale thereof is desirable;

(10) To accept loans and grants of money or materials or property of any kind from the
United States of America or any agency or instrumentality thereof, upon such terms and
conditions as the United States of America or such agency or instrumentality may
require;

(11) To accept loans and grants of money or materials or property of any kind from the
state or any agency or instrumentality or political subdivision thereof, upon such terms
and conditions as the state or such agency or instrumentality or political subdivision may
require;

(12) To borrow money for any of its corporate purposes and to provide for the payment
of the same and for the rights of the holders thereof;

(13) To exercise any power granted by the laws of this state to public or private
corporations which is not in conflict with the public purpose of the authority, including
the power to incur short-term debt and to approve, execute, and deliver appropriate
evidence of any such indebtedness; and

(14) To do all things necessary or convenient to carry out the powers expressly given in
this Act.
SECTION 6.
Credit not pledged.

Obligations of the authority shall not be deemed to constitute a debt of the establishing local
governments nor a pledge of the faith and credit of said establishing local governments. The
issuance of such obligations shall not directly, indirectly, or contingently obligate said
establishing local governments to levy or to pledge any form of taxation whatsoever for
payment of such obligations or to make any appropriation for their payment, and all such
obligations shall contain recitals on their face covering substantially the foregoing provisions
of this section. Notwithstanding the foregoing provisions, this Act shall not affect the ability
of the authority and any political subdivision or municipality to enter into an
intergovernmental contract pursuant to which the political subdivision or municipality agrees
to pay amounts sufficient to pay operating charges and other costs of the authority or any
project including, without limitation, the principal of and interest on obligations in
consideration for services or facilities of the authority.

SECTION 7.
Venue.

Any action to protect or enforce any rights under the provisions of this Act or any suit or
action against the authority shall be brought in the Superior Court of Fulton County, Georgia.

SECTION 8.
Moneys received considered trust funds.

All moneys received pursuant to the authority of this Act, whether as grants or other
contributions, or as revenue, income, fees, and earnings, shall be deemed to be trust funds
to be held and applied solely as provided in this Act.

SECTION 9.
Purpose of the authority.

Without limiting the generality of any provision of this Act, the general purpose of the
authority is declared to be that of providing for the development of a regional communication
system for public safety and public service use to guarantee interoperability, high quality,
and reliable and uninterrupted communication signals through facilities, equipment, and
services for the establishing local governments by contract, including other persons, entities,
and local governments who may hereinafter contract and agree for services from the
authority. The general purposes of the authority shall not restrict the authority from
developing and servicing any persons, entities, or local governments who may contract for
the authority to develop communication services or facilities, or both, in other areas where
operational capacity is deemed necessary or desirable.

SECTION 10.
Rates, charges, and revenues; use.

The authority is hereby authorized to prescribe and fix rates and to revise the same from time
to time and to collect revenues, tolls, fees, and charges for the services, facilities, and
commodities furnished, and in anticipation of the collection of the revenues, to incur
indebtedness as herein provided to finance, in whole or in part, the costs of the project.

SECTION 11.
Rules, regulations, service policies, and procedures for operation of projects.

It shall be the duty of the authority to prescribe or cause to be prescribed rules, regulations,
service policies, and procedures for the operation of any project constructed or acquired
under the provisions of this Act. The authority may adopt bylaws.

SECTION 12.
Tort immunity.

To the extent otherwise permitted by law, the authority shall have the same immunity and
exemption from liability for torts and negligence as a political subdivision of the state; and
the officers, agents, and employees of the authority when in the performance of the work of
the authority shall have the same immunity and exemption from liability for torts and
negligence as the officers, agents, and employees of a political subdivision of the state when
in the performance of their public duties or work for a political subdivision of this state.

SECTION 13.
Tax-exempt status of authority.

The properties of the authority, both real and personal, are declared to be public properties
used for the benefit and welfare of the people of the state and not for purposes of private or
corporate benefit and income, and such properties and the authority shall be exempt from
taxes and special assessments of the state or any political subdivision thereof to the extent
allowed by general law.

SECTION 14.
Effect on other governments.

This Act shall not and does not in any way take from the establishing local governments or
any political subdivision of the state the authority to own, operate, and maintain public
facilities or to issue obligations.

SECTION 15.
Liberal construction of Act.

This Act, being for the welfare of various political subdivisions of the state and their
inhabitants, shall be liberally construed to effect the purposes hereof.

SECTION 16.
Effective date.

This Act shall become effective on July 1, 2013.

SECTION 17.
Repealer.

All laws and parts of laws in conflict with this Act are hereby repealed.