



<b>Change Order Number:</b>	001
<b>Date:</b>	2/1/2013
<b>Project Name:</b>	North Fulton Unified Radio System
<b>Customer Name:</b>	City of Sandy Springs, GA
<b>Customer Project Manager:</b>	TBD
<b>Motorola Project Manager:</b>	Karen Rigsbee
<b>Motorola Account Manager:</b>	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.

<b>Motorola Contract No.</b>	<b>11-29240/JHJ</b>	<b>Contract Date:</b>	<b>12-24-2012</b>
<b>Customer Contract No.</b>	<b>20130152</b>	<b>Customer No.</b>	<b>1036360395</b>

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:

Alpharetta	23.11%
Milton	15.21%
Roswell	32.00%
Sandy Springs	<u>29.68%</u>
Total	100.00%

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



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

Original Contract Value:	\$4,907,747.00
Amounts of Previous Purchase Orders Numbered __000__	\$0.00
This Change Order:	\$7,870,386.00
New Contract Value:	\$12,778,133.00

### 4. Completion Date Adjustments

Original Completion Date:	No Change
Current Completion Date prior to this Change Order:	No Change
New Completion Date:	No Change

### 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.*



**MOTOROLA**

- Adds 2 towers, 4 buildings, 4 generators and 4 500 gallon fuel tanks
- Add 7 Microwave Hops to accommodate 5 new RF sites and 1 Microwave Only site (Roswell WT)
- Add MCC7500 Radio Dispatch Consoles at Alpharetta and Roswell
- Add Network Management Terminals at Alpharetta and Roswell
- Add Logging Recorders at Alpharetta and Roswell

**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: Marshall Wright  
Printed Name: Marshall Wright  
Title: MSSSI VP and Director of Sales  
Date: 3/15/13

**Customer: Sandy Springs, GA**

By: John McDonough  
Printed Name: John McDonough  
Title: City Manager  
Date: 3/20/2013



**MOTOROLA**

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. Lagerbloom  
Title: CITY MANAGER  
Date: 03 27 13

Customer: Roswell, GA

By: Kay G. Love  
Printed Name: Kay G. Love  
Title: City Administrator  
Date: 3-26-13

**PROJECT MANAGER APPROVAL:** The work described herein has ☐ / has not ☒ been completed.

Approved as to form:  
[Signature]  
City Attorney