

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 07/30/14
ITEM FROM FINANCE COMMITTEE MEETING OF 07/14/14

ISSUE:

13. Request for Approval of Exempt Procurement and Services Agreement – Maintenance and Repairs of City’s Land Mobile Radio System; Motorola Solutions. (Thomas Williams)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of exempt procurement and services agreement for maintenance and repairs of City’s Land Mobile Radio System with Motorola Solutions in the amount of \$75,582.96 plus of gross receipts tax. Budget is available in ITT communications fund.

FUNDING SOURCE: 12029.520400

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	Chair		
CHAIRPERSON DOMINGUEZ	Excused		

3-17/14/FCMissue

City of Santa Fe, New Mexico

memo

DATE: June 26, 2014

TO: Finance Committee

FROM: Thomas J. Williams, ITT Division Director *TJW*

VIA: Robert Rodarte, Purchasing Director *R.Rodarte*

VIA: Lisa D. Martinez, Interim ITT Department Director

ISSUE: Radio System Service Agreement

SUMMARY:

The City's land mobile radio system requires routine repairs and preventative maintenance in order to ensure optimum performance throughout the year. This is an annually reoccurring agreement with Motorola. Attached is a proposed service agreement renewal with Motorola in the amount of \$75,582.96 + GRT for FY 14/15.

An exempt procurement authorization from the Purchasing Director is attached, per Rule 18 of the Purchasing Manual; based upon proprietary manufacturer support.

The service agreement has been reviewed and approved by Legal, and is attached for your review.

Funding for the service agreement will be charged to 12029.520400.

ACTION:

Request approval to renew service agreement with Motorola for maintenance and repairs of the City's land mobile radio system.

xc. File

City of Santa Fe, New Mexico

memo

DATE: June 26, 2014

TO: Robert Rodarte, Purchasing Director *RR*

FROM: Thomas J. Williams, IIT Division Director *TJW*

ISSUE: Exempt Procurement

SUMMARY:

↓
In accordance with Rule 18 of the Purchasing Manual, an exempt procurement is requested in order to renew a service agreement with Motorola in the amount of \$75,582.96, plus GRT, for repairs and preventative maintenance of the City's land mobile radio system during FY 14/15. This is an annually reoccurring agreement. The radio system equipment is Motorola proprietary equipment, and can only be repaired by Motorola certified technicians.

Funding for the service agreement will be charged to 12029.520400.

ACTION:

Request exempt procurement to enter into a service agreement with Motorola for maintenance and repairs of the City's land mobile radio system.

Approved

RR
Robert Rodarte, Purchasing

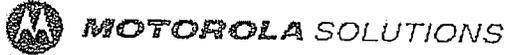
6/30/14
Date

Disapproved

Robert Rodarte, Purchasing Director

Date

xc. File



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001002524
 Contract Modifier: RN09-FEB-14 22:44:04

Date: 02/27/2014

Company Name:	Santa Fe, City Of
Attn:	
Billing Address:	Po Box 909
City, State, Zip:	Santa Fe, NM, 87504
Customer Contact:	Thomas Williams
Phone:	(505)955-5580

Required P.O.: Yes
 Customer #: 1011658616
 Bill to Tag #: 0002
 Contract Start Date: 07/01/2014
 Contract End Date: 06/30/2015
 Anniversary Day: Jun 30th
 Payment Cycle: ANNUAL
 PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
		***** Recurring Services *****			
1	SVC01SVC1102C SVC240AA	DISPATCH SERVICE ENH: SMARTNET SITE	\$124.99	\$1,499.88	
16	SVC241AA	ENH: SMARTNET STATION			
1	SVC01SVC1101C SVC257AA	INFRASTRUCTURE REPAIR WITH ADV REPL ENH: SMARTNET SITE	\$1,626.07	\$19,512.84	
16	SVC258AA	ENH: SMARTNET STATION			
10	SVC260AA	ENH: SMARTNET OPER POSITION			
1	SVC824AA	CENTRAL ELECTRONICS BANK (CEB)			
1	SVC01SVC1104C SVC135AA	TECHNICAL SUPPORT SERVICE ENH: SMARTNET SITE	\$137.57	\$1,650.84	
16	SVC136AA	ENH: SMARTNET STATION			
16	SVC01SVC1405C SVC212AA	NETWORK PREVENTATIVE MAINTENANCE A ENH: GROUND ACCESSIBLE STATION	\$280.60	\$3,367.20	
10	SVC213AA	ENH: GROUND ACCESSIBLE OPERATO			
1	SVC850AA	SITE PM ACCESS A			
1	SVC851AA	CEB PM ACCESS A			
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE SERVICE - PREMIER OPTION	\$3,629.55	\$43,554.60	
1	SVC218AC	ENH: ONSITE INFRASTRUCTURE RESPONSE-SITE			
16	SVC219AC	STATIONS			
10	SVC220AC	OPERATOR POSITIONS			
1	SVC991AA	CENTRAL ELECTRONICS BANKS (CEB)			
1	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE	\$499.80	\$5,997.60	
1		6809 CONTROLLER			
2		MICROWAVE LINK			
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$6,298.58	\$75,582.96
			Subtotal - One-Time Event Services	\$.00	\$.00
			Total	\$6,298.58	\$75,582.96

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to

provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party. *The City may terminate this Agreement for no reason with 10 days notice.*



10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Intentionally omitted. See Addendum.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Subject to the requirements of the New Mexico Inspection of Public Records Act, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Subject to the requirements of the New Mexico Inspection of Public Records Act, unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. Intentionally omitted.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

See attached "Addendum"

MOTOROLA (Contractor)/CITY OF SANTA FE ADDENDUM
INDEMNIFICATION

The Contractor shall hold the City and its agencies and employees harmless and shall indemnify the City and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or direct damages to tangible property arising from the negligent acts or omissions of the contractor, its agents, officers or employees. Contractor shall not be liable for damages that are the result of negligence by the City, its agencies and/or its employees.

LIMITATION OF LIABILITY

The Contractor's liability to the City for any cause whatsoever shall be limited to the purchase price paid to the Contractor for products and services that are the subject of City's claim. The foregoing limitation does not apply to the Indemnification provision, state above, of this Agreement and this Addendum or to damages resulting from personal injury caused by the contractor's negligence. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PRODUCTS PURCHASED BY THE CITY HEREUNDER

SURVIVAL

The Agreement paragraphs titled Indemnification and Limitation of Liability shall survive the expiration of this Agreement.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of

liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon thirty (30) days written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Nothing in this provision shall limit the rights and claims of the parties for services performed prior to termination for insufficient appropriations.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced

In a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

CITY OF SANTA FE:

CONTRACTOR:

MOTOROLA

JAVIER GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, ACTING CITY ATTORNEY

6/13/14

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

Business Item/Line Item:

12029.520400

MEMORANDUM OF INSURANCE

PRODUCER AON RISK SERVICES CENTRAL, INC. AON CENTER 200 EAST RANDOLPH STREET CHICAGO, ILLINOIS 60601 <small>D/B/A Aon Risk Insurance Services of Illinois, CA License #0095623</small>		THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY				
INSURED MOTOROLA SOLUTIONS, INC. AND ITS SUBSIDIARIES 1303 EAST ALGONGUIN ROAD SCHAUMBURG, IL 60196		COMPANY B LIBERTY INSURANCE CORPORATION				
		COMPANY C				
		COMPANY D				
COVERAGES <small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY -Commercial General Liability -Occurrence	TB2-641-005169-074	7/01/2014	7/01/2015	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURENCE	\$1,000,000
					FIRE DAMAGE (any one fire)	\$250,000
					MED EXP (any one person)	\$10,000
A	AUTOMOBILE LIABILITY -Any Auto	AS2-641-005169-014 (Domestic Auto- All Sates)	7/01/2014	7/01/2015	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (per accident)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
	EXCESS LIABILITY				AGGREGATE	
					EACH OCCURENCE	
					AGGREGATE	
B	WORKERS COMP & EMPLOYER'S LIABILITY	WA7-64D-005169-084 (AOS)	7/01/2014	7/01/2015	<input checked="" type="checkbox"/> WC Statutory limits	
B		WC7-641-005169-094 (WI)			EL EACH ACCIDENT	\$1,000,000
					EL DISEASE-POLICY LIMIT	\$1,000,000
					EL DISEASE - EA EMPLOYEE	\$1,000,000
	OTHER					
FOR INFORMATIONAL PURPOSES ONLY						



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Motorola

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: _____ \$75,582.96

Termination Date: _____ June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Maintenance and tech support for City's land mobile radio system

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____ 0

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Exempt procurement per Rule 18 of Purchasing Manual - proprietary radio system.

6 Procurement History: Manufacturer supported proprietary system
example: (First year of 4 year contract)

7 Funding Source: General Fund BU/Line Item: 12029/520400

8 Any out-of-the ordinary or unusual issues or concerns:
None
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Thomas J. Williams
Phone # x5580

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: