CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
☐ Consent ☐ Regular ☐ Statutory	

Council Meeting Date:	05/23/11
Department:	Purchasing
Department Head	Diane Palmer-Boeck
Agenda Coordinator (include phone #):	**Heather Parkerson x7554**

CAPTION

A Resolution of the City Council of the City of Plano, Texas, repealing prior Council action approving the contract with AT&T Mobility for Wireless Voice and Data Services on December 7, 2010; approving a new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility in an amount not to exceed $525,000; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: **2010-11, 2011-12**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	**0**	0	**0**

FUND(S): VARIOUS FUNDS

COMMENTS: This item approves an annual contract for wireless voice and data services. This new contract is effective through September 28, 2012. Expenditures made in various departments within the approved budget appropriations in an amount not to exceed $525,000 per year.

STRATEGIC PLAN GOAL: A contract for wireless communication services relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Technology Services recommends the approval of a new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility through the Department of Information Resources, State of Texas (DIR), in the amount not to exceed of $525,000. City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any Sate Law requiring local governments to seek competitive bids for items. (DIR Contract No. DIR-SDD-597).

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Resolution, Staff Memo, and Contract	

City of Plano
Technology Services Department
PO Box 860358
Plano, TX 75086-0358
(972) 941-7660 Fax: (972) 941-7195
www.plano.gov

All-America City

MEMORANDUM

DATE: **May 11, 2011**

TO: Diane Palmer-Boeck

FROM: David Stephens

SUBJECT: Cancellation of CSP 2010-252-C Wireless Voice and Data Services & Awarding of DIR Contract DIR-SDD-597

Technology Services requests that CSP 2010-252-C Wireless Voice and Data Services be rescinded. The Technology Services department followed the competitive bid process to award a contract for wireless services. The bids were received and evaluated according to policy. AT&T was awarded a contract based on the results of the evaluation. The contract was sent to AT&T for their review and signatures. A successful execution of the contract was not able to be achieved.

An award to AT&T will be based upon the State of Texas Department of Information Resources contract DIR-SDD-597 in the amount of $525,000 for wireless voice and data services. This cost includes voice and data services as well as device costs. This contract may be extended on a yearly basis for the term of the AT&T contract with DIR.

AT&T currently provides the City of Plano wireless voice and data services and one of the terms of CSP 2010-252-C was that the selected bidder would bear the costs for replacing any devices that the City currently uses with a similar type of device operating in their wireless infrastructure. The estimated cost to replace the devices the City of Plano currently uses was estimated at $35,000. That would be an additional, unbudgeted expense to the City of Plano if an alternative vendor was chosen.

Cc: Kristi Andrews
Bruce Glasscock
Edward Jenkins
Heather Parkerson
Dianna Wike

A Resolution of the City Council of the City of Plano, Texas, repealing prior Council action approving the contract with AT&T Mobility for Wireless Voice and Data Services on December 7, 2010; approving a new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility in an amount not to exceed $525,000; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, on December 7, 2010, the City Council approved the contract with AT&T Mobility for Wireless Voice and Data Services; and

WHEREAS, the department requests that the Council repeal its prior action approving the contract on December 7, 2010 as substantial changes were made to the terms and conditions of the contract after it was approved; and

WHEREAS, the City Council has been presented a new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the new agreement, and all matters attendant and related thereto, the City Council is of the opinion that its prior action approving the agreement on December 7, 2010 should be repealed, and the terms and conditions in the new contract should be approved, and that the City Manager or his authorized designee shall be authorized to execute on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The prior action approving the contract with AT&T Mobility on December 7, 2010 is hereby repealed.

Section II. The terms and conditions of the new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility in an amount not to exceed Five Hundred Twenty Five Thousand and 00/100 Dollars ($525,000), having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section III. The City Manager or his authorized designee is hereby authorized to execute the contract and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the revised contract.

Section IV. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 23rd day of May, 2011.

_____
Phil Dyer, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

Contract to Amend City of Plano Purchase Order BY AND BETWEEN CITY OF PLANO AND AT&T MOBILITY II, LLC D/B/A AT&T MOBILITY FOR WIRELESS VOICE & DATA SERVICES AND EQUIPMENT

THIS Contract to Amend City of Plano Purchase Order (herein referred to as "Contract") is made and entered into by and between **AT&T MOBILITY National Accounts LLC,** a Texas limited liability company **D/B/A AT&T MOBILITY** (referred to herein as "AT&T" or "Vendor")whose address is 7855 Walker Drive, Suite 100, Greenbelt, Maryland 20770, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS,** a home rule municipal corporation, referred to as "City" or "Customer" to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee. AT&T, as Vendor, and City of Plano, as Customer, are referred to herein as "Parties."

I.
SCOPE OF SERVICES

AT&T, as Vendor shall provide Wireless Voice & Data Services and Equipment to City of Plano in accordance with the Department of Information Resources Contract No. DIR-SDD-597 (as amended) (referred to herein as the "DIR Mobility Contract"), a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. The Contract Documents between the Parties consists of:

(a) Department of Information Resources Contract No. DIR-SDD-597 with AT&T Mobility II, LLC d/b/a AT&T Mobility, (as amended) ("DIR Mobility Contract") a copy of which is on file in the City of Plano Technology Services Department;
(b) This Contract to Amend City of Plano Purchase Orders;
(c) AT&T Mobility's Statement of Work (Exhibit "A");
(d) Insurance Requirements and Certificate of Insurance (Exhibit "B");and
(e) Affidavit of No Prohibited Interest (Exhibit "C").

These documents shall be referred to collectively as "Contract Documents."

In the event there is a conflict in interpretation or terms, the terms and conditions of the DIR Mobility Contract, including but not limited to the Order of Precedence, shall control. To the extent additional documents or terms are reflected in this Contract such documents will not take precedence over the terms and conditions or documents referenced in the DIR Mobility Contract.

II.
AMOUNT OF PURCHASE

Customer will order Services by submitting Purchase Orders, and the aggregate of all such Purchase Orders shall not exceed **FIVE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($525,000.00)** per year.

III.
PURCHASE ORDER TERM

All Purchase Orders are subject to Term of Contract provision of the DIR Mobility Contract.

IV.
CUSTOMER AND VENDOR CONTACT

Customer and Vendor will provide each other 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 the Parties' personnel to maintain contact, as needed to address Purchase Orders or Services provided pursuant to Purchase Orders.

V.
NOTICES REQUIREMENTS

Unless instructed otherwise in writing, the Parties agree that all notices or communications to Customer permitted or required under the Contract Documents shall also be addressed to Customer at the following address:

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: Ed Jenkins

The Parties agree that all notices or communications to Vendor permitted or required under the Contract Documents shall also be addressed to Vendor at the following address:

AT&T Mobility II, LLC
208 Akard
Dallas, Texas 75202
Attn: Mark McCarty

All notices or communications required to be given in writing by one party or the other in reference to Customer's Purchase Orders shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

VI.
BINDING EFFECT OF PURCHASE ORDERS OR DOCUMENTS RELATED THERETO

Customer agrees to reference this Contract and the Department of Information Resources Contract No. DIR-SDD-597 on any purchase order issued in furtherance of the Contract Documents, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in the Customer's purchase order, acknowledgement, or other writings related to Customer's Purchase Orders unless: (i) such purchase order, acknowledgement, or

other writings related to Customer's Purchase Orders specifically refer to and are in compliance with the Contract Documents; (ii) clearly indicate the intention of both parties to override and modify this Contract to Amend Customer's Purchase Orders; and (iii) such purchase order, acknowledgement, or other writings related to Customer's Purchase Oders are signed by authorized representatives of both parties.

VII.
AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute the Contract Documents on behalf of the parties hereto.

VIII.
AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

AT&T MOBILITY II, LLC D/B/A AT&T MOBILITY

By: _____
Name: Matthew H. Phillips
Title: Associate Director, Compliance

Date: 4-29-11

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

_____
Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

THELMA A. PATTERSON COM. EXP. NOTARY PUBLIC 8-26-2014 PULASKI COUNTY ARKANSAS

STATE OF ARKANSAS §
§
COUNTY OF PULASKI §

This instrument was acknowledged before me on the 29th day of April, 2011 by MATHEW PHILLIPS, *(Authorized representative)* ASSOC. DIR, COMPLIANCE *(Title)* of **AT&T MOBILITY II, LLC,** a _____ limited liability company **D/B/A AT&T MOBILITY,** on behalf of said limited liability company.

Thelma Patterson
Notary Public, State of Arkansas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 20_____ by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

1116 Houston Street
Fort Worth, Texas 76102
www.att.com

Richard Carbajal
Account Manager
Phone: 817-304-7958
richard.carbajal@att.com

AT&T Statement of Work

Total number of lines – 904

Account Breakdown:

Account Number 824950301 – 21 lines; Account Number 824949148 – 17 lines; Account Number 825153922 – 18 lines;
Account Number 824944881 – 16 lines; Account Number 824684660 – 37 lines; Account Number 824918470 – 2 lines;
Account Number 824959935 – 3 lines; Account Number 824949999 – 36 lines; Account Number 991782264 – 7 lines;
Account Number 825145580 – 4 lines; Account Number 824962065 – 8 lines; Account Number 824962010 – 76 lines;
Account Number 824959822 – 14 lines; Account Number 824954656 – 20 lines; Account Number 824974854 – 5 lines;
Account Number 824950072 – 7 lines; Account Number 825082620 – 2 lines; Account Number 824949126 – 47 lines;
Account Number 287016468662 – 22 lines; Account Number 994041117 – 28 lines; Account Number 990190777 – 27 lines;
Account Number824974821 – 20 lines; Account Number 824954612 – 34 lines; Account Number 824933048 – 315 lines;
Account Number 824710389 – 6 lines; Account Number 824710389 – 6 lines; Account Number 825125213 – 6 lines;
Account Number 824955920 – 63 lines; Account Number 824944847 – 2 lines; Account Number 824959888 – 8 lines;
Account Number 824954634 – 5 lines; Account Number 824923137 – 7 lines; Account Number 825001338 – 1 line;
Account Number 824959413 – 13 lines; Account Number 873226921 – 1 line

Cost Breakdown:

17 lines on the pay per use voice plan - $0.00/line/month
Total monthly discounted cost for these lines - $0.00
45 lines on the 0 minute voice plan - $7.39/line/month ($9.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for these lines - $332.55
4 lines on the 250 minute voice plan – $22.19/line/month ($29.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $88.76
386 lines on the 450 voice plan – $29.59/line/month ($39.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $11,421.74
6 lines on the 450 minute pool plan – $33.29/line/month ($44.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $199.74
11 lines on the 600 minute voice plan – $36.99/line/month ($49.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $406.89
144 lines on the 900 minute voice plan - $44.39/line/month ($59.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for these lines - $6,392.16
84 lines on the unlimited voice plan - $69.99/line/month
Total monthly discounted cost for these lines - $5,879.16
3 lines on the 2MB telemetry data plan – $8.87/line/month ($11.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $26.61
10 lines on the 3MB telemetry data plan – $10.35/line/month ($13.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $103.50
1 line on the 10MB telemetry data plan – $14.80/line/month ($20.00 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $14.80
9 lines on the PDA data plan – $33.29/line/month ($44.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $299.61
9 lines on the BB Data only BB data plan – $36.99/line/month ($49.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $332.91
15 lines on the BB Data only BB data plan – $37.00/line/month ($50.00 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $555.00

4 lines on the 5GB aircard data plan – $44.40/line/month ($60.00 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - $177.60

156 lines on the unlimited aircard data plan – $44.39/line/month ($69.99 - $10.00 credit – 26% State of Texas DIR discount)

Total monthly discounted cost for this line - $6,924.84

Additional features for the devices include:

1 line with static IP address - $3.00/line/month

Total monthly discounted cost for this line - $3.00

13 lines with wireless fax - $3.99/line/month

Total monthly discounted cost for these lines - $51.87

1 line with voice dial - $4.99/line/month

Total monthly discounted cost for this line - $4.99

55 lines with unlimited push to talk - $5.00/line/month

Total monthly discounted cost for these lines - $275.00

8 lines with media package - $9.99/line/month

Total monthly discounted cost for these lines - $79.92

92 lines with unlimited text - $10.00/line/month ($20.00 - $10.00 feature credit)

Total monthly discounted cost for these lines - $920.00

10 lines with enterprise data plan - $25.90/line/month ($40.00 – $5.00 feature credit - 26% State of Texas DIR discount)

Total monthly discounted cost for these lines - $259.00

55 lines with enterprise data plan - $29.59/line/month ($44.99 - $5.00 feature credit – 26% State of Texas DIR discount)

Total monthly discounted cost for these lines - $1,627.45

108 lines with enterprise data plan - $29.60/line/month ($45.00 - $5.00 feature credit – 26% State of Texas DIR discount)

Total monthly discounted cost for these lines - $3,196.80

3 lines with enterprise tethering data plan - $40.70/line/month ($60.00 – $5.00 feature credit - 26% State of Texas DIR discount)

Total monthly discounted cost for these lines - $122.10

Total monthly discounted costs for all plans and features - $39,696.00
Total annual discounted costs for all plans and features - $476,352.00

Estimated growth year over year is approximately 5%. Estimating the Total Annual discounted costs for all plans and features with the addition of the 5% growth - $500.169.60.

The information and pricing contained in this document is based on the terms outlined in the State of Texas DIR Contract Agreement # DIR-SDD-597.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/08/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101
Attn: ATT.CertRequest@marsh.com

018566-GAW-CRT-10-11 X X

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Co	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AT&T Inc. and Subsidiaries
One AT&T Plaza
208 South Akard
Dallas, TX 75202

COVERAGES **CERTIFICATE NUMBER:** CHI-003530646-05 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			MWZY58820	06/01/2010	06/01/2011	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			MWTB20965	06/01/2010	06/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC11668100	06/01/2010	06/01/2011	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Plano, Texas is included as an Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and AT&T Inc. and Subsidiaries. Waiver of Subrogation is provided for General Liability, Automobile Liability and Worker's Compensation as required by written contract and allowable by law.

CERTIFICATE HOLDER

City of Plano
Attn: Heather Parkerson
1520 Avenue K
Plano, TX 75074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Katey E. Jones

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AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of AT&T Mobility National Accounts LLC and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of AT&T Mobility National Accounts LLC is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

~~I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.~~

AT&T Mobility National Accounts LLC
dba AT&T Mobility
Name of Contractor

By: _____
Signature

Matthew H. Phillips
Print Name

Associate Director, Compliance
Title

4-29-11
Date

STATE OF ARKANSAS §
§
COUNTY OF PULASKI §

SUBSCRIBED AND SWORN TO before me this 29th day of April, 2011.

THELMA A. PATTERSON
COM. EXP.
NOTARY PUBLIC
8-26-2014
PULASKI COUNTY, ARKANSAS

Notary Public, State of Arkansas

N:\CONTRACTS\FORMS\AFFIDAVIT OF NO PROHIBITED INTEREST (REV. 7-10).DOC

EXHIBIT C
PAGE 1 OF 1