



Georgia Technology Authority



Sonny Perdue, Governor

Patrick Moore, Executive Director  
Georgia Technology Authority

January 15, 2009

AT&T Mobility National Accounts LLC  
Attn.: Cathleen M. Pryor, Vice President, Contracts  
1900 Gallows Road  
Vienna, Virginia 22182

Dear Ms. Pryor,

Enclosed is the fully executed Amendment Number 4 to Enterprise Agreement for Equipment and Services t for your files. I am sorry there was a delay in getting this to you.

Regards,

Freda P. Snider, C.P.M.  
Unit Director- Contracts  
Georgia Technology Authority  
Office: (404) 463-2309  
Fax: (404) 651-5333  
[Freda.Snider@gta.ga.gov](mailto:Freda.Snider@gta.ga.gov)

Attachment: Amendment No. 4 to Enterprise Agreement for Equipment and Services

**AMENDMENT No. 4**  
**ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES**

This Amendment No.4 is entered into as of **December 1, 2008**, ("Effective Date") by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and, **AT&T MOBILITY NATIONAL ACCOUNTS L.L.C.** ("Contractor").

WHEREAS, heretofore GTA entered into that certain wireless Enterprise Agreement for Equipment and Services on February 17, 2005 ("Agreement"), with respect to certain products and services to be provided to GTA by the Contractor, as more particularly described therein as amended by the following amendments (collectively, the Enterprise Agreement for Equipment and Services and all the Amendments hereinafter referred to as the "Agreement");

Amendment No.1 effective July 1, 2005; and  
Amendment No. 2, effective July 1, 2006; and  
Amendment No. 3, effective July 1, 2007.

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended as follows:
  - 1.1 The Monthly Service Charge (MSC) discount for CRUs is increased from fifteen percent (15%) to sixteen and one-half percent (16.5%).
  - 1.2 To include a Fee for Administrative Services as set forth below in this Amendment's paragraph two (2).
2. Fee for Administrative Services. Contractor agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.
  - 2.1 Contractor shall pay to GTA a Fee equal to one and one half percent (1.5%) of the total Monthly Service Charge (MSC) for CRUs from all Agencies under this Agreement during each quarterly Payment Period (excluding sales taxes and adjusted for credits or refunds). The first quarterly Payment Period shall be July – September, 2008. Payment for each Payment Period must be received within 45 days after the end of a quarterly Payment Period, except for the first payment which shall be due by December 31, 2008.

2.2 Payments are to be mailed to:

Georgia Technology Authority  
47 Trinity Avenue, 3<sup>rd</sup> Floor,  
Atlanta GA 30334  
Attention: Accounts Receivable

2.3 Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

2.4 Failure to pay any amount due pursuant to this clause may result, in addition to any and all other remedies provided in this Agreement, in law or in equity, in the Contractor's debarment pursuant to O.C.G.A. Section 50-24-5, as amended.

3. Usage Report, shall be amended by adding the following language:

Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received within 45 days after the end of a quarterly payment period, except for the first report which shall be due by December 31, 2008. Each Usage Report shall reflect, at a minimum, the following information for the applicable Payment Period:

- (a) Contractor's name
- (b) Contract number
- (c) Payment Period/quarter
- (d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)
- (e) The number, date, and amount of Contractor's check to GTA.

GTA may require the Contractor to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis. Such report shall be sent by Contractor to GTA at the updated address under Notices of the Agreement, as set forth below in this Amendment's paragraph four (4).

4. Notices, of the Agreement shall be modified by updating the contact information for GTA and Contractor, and by adding the following language:

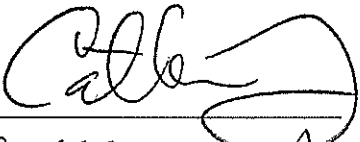
Georgia Technology Authority	Contractor: AT&T Mobility National Accounts LLC
47 Trinity, 3 <sup>rd</sup> Floor	Address: 1900 Gallows Road
Atlanta, GA 30334	Address: Vienna VA 22182
Attn: Internal Support Services Contract Administration	Attn: AT&T Mobility Contracts
Email: <a href="mailto:contracts@gtg.ga.gov">contracts@gtg.ga.gov</a>	Email: <a href="mailto:JB4085@att.com">JB4085@att.com</a>
Phone number: (404) 463-2300	Phone number: 404-386-7388 FAX: 301-576-5443


5. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
6. Successors and Assigns. This Amendment No.4 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
7. Entire Agreement. Except as expressly modified by this Amendment No. 4, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 4 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be duly executed by their authorized representatives as of the Effective Date set forth above.

**AT&T MOBILITY NATIONAL  
ACCOUNTS LLC**

**GEORGIA TECHNOLOGY AUTHORITY**

By:   
Name: Cathleen M. Pryor  
Title: Vice President, Contracts  
Date: 11/13/08

By:   
Name: Naomi Richardson  
Title: Retained Services Officer  
Date: 12-16-08



Georgia Technology Authority  
Internal Support Services Approved

*JP*  
11-24-08