| 1  | ORDINANCE NO                                                                                                                                                                            |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2  |                                                                                                                                                                                         |
| 3  | AN ORDINANCE TO DISPENSE WITH THE REQUIREMENT OF                                                                                                                                        |
| 4  | COMPETITIVE BIDS; TO AUTHORIZE AN EXTENSION OF THE                                                                                                                                      |
| 5  | AGREEMENT FOR HEWLETT-PACKARD EQUIPMENT                                                                                                                                                 |
| 6  | MAINTENANCE SERVICES WITH NORTHROP GRUMMAN SYSTEMS                                                                                                                                      |
| 7  | CORPORATION IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND,                                                                                                                                   |
| 8  | THREE HUNDRED FIFTY-EIGHT DOLLARS (\$5,358.00), PLUS TAXES,                                                                                                                             |
| 9  | FOR UP TO FIVE (5) MONTHS AT THE DISCRETION OF THE CITY                                                                                                                                 |
| 10 | MANAGER; TO DECLARE AN EMERGENCY; AND FOR OTHER                                                                                                                                         |
| 11 | PURPOSES.                                                                                                                                                                               |
| 12 | TURI OSES.                                                                                                                                                                              |
| 13 | WHEREAS Northway Common Information Tachnalogy Inc. has provided maintenance and                                                                                                        |
| 14 | WHEREAS, Northrop Grumman Information Technology, Inc., has provided maintenance and technical support for the Altaris CAD/MIS Hewlett-Packard System for the City's computer-aided 911 |
| 15 | dispatch since 1994; and,                                                                                                                                                               |
| 16 | WHEREAS, Northrop Grumman Information Technology, Inc,. has merged with and into its parent                                                                                             |
| 17 | company Northrop Grumman Systems Corporation ("Northrop Grumman"); and,                                                                                                                 |
| 18 | WHEREAS, because the Hewlett-Packard hardware works in conjunction with Northrop                                                                                                        |
| 19 | Grumman's proprietary application, only Northrop Grumman is authorized to provide maintenance and                                                                                       |
| 20 | download the necessary updates, such as microcode and firmware; and,                                                                                                                    |
| 21 | WHEREAS, pursuant to the terms of Northrop Grumman's non-negotiable software license, only                                                                                              |
| 22 | Northrop Grumman is authorized to provide maintenance services for their application systems – both for                                                                                 |
| 23 | the software and the hardware; and,                                                                                                                                                     |
| 24 | WHEREAS, the Little Rock Board of Directors recognizes that the described hardware maintenance                                                                                          |
| 25 | services must be purchased from Northrop Grumman to protect the Altaris CAD/MIS System in order to                                                                                      |
| 26 | minimize the risk of serious problems with the City's 911 dispatch operations; and,                                                                                                     |
| 27 | WHEREAS, the City and Northrop Grumman entered into a four (4)-year CAD Hardware                                                                                                        |
| 28 | Maintenance Agreement (the "Agreement") effective December 1, 2010, whereby Northrop Grumman                                                                                            |
| 29 | was to provide hardware maintenance services for the Customer's Computer Aided Dispatch System; and,                                                                                    |
| 30 | WHEREAS, the parties desire to extend the term of the Agreement for up to five (5) months at the                                                                                        |
| 31 | discretion of the City Manager, under the Scope of the Agreement; and,                                                                                                                  |

WHEREAS, the parties also desire to also amend the Price and Payment schedule to the Agreement.

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| 1  | NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CI                                         | ΤY   |
|----|------------------------------------------------------------------------------------------------------------|------|
| 2  | OF LITTLE ROCK, ARKANSAS:                                                                                  |      |
| 3  | Section 1. The City Manager is hereby authorized to execute an extension for up to five (5) month          | ths, |
| 4  | at the City Manager's discretion, of the Agreement with Northrop Grumman Systems Corporation, i            | n a  |
| 5  | form to be approved by the City Attorney, for hardware maintenance services for the City's Alta            | aris |
| 6  | CAD/MIS Computer-Aided Dispatch System, for a total amount not to exceed Five Thousand, Th                 | ree  |
| 7  | Hundred Fifty-Eight Dollars (\$5,358.00), plus taxes, as follows:                                          |      |
| 8  | \$3,214.00 for: December 1, 2014 to February 28, 2015                                                      |      |
| 9  | \$1,072.00 for: March 1, 2015 to March 31, 2015                                                            |      |
| 0  | \$1,072.00 for: April 1, 2015 to April 30, 2015                                                            |      |
| 1  | Section 2. Because periodic hardware maintenance must be performed in order to comply with                 | the  |
| 2  | Altaris software license requirements and to protect the Computer-Aided Dispatch System for essen          | tial |
| 3  | 911 services, and because only Northrop Grumman is authorized to provide the maintenance services          | for  |
| 4  | this system, the Board of Directors declares that it is impractical and unfeasible to submit this matter t | o a  |
| 5  | competitive bid process, and, therefore, waives competitive bidding.                                       |      |
| 6  | Section 3. Funds for the specific agreement extension authorized by this ordinance are available           | in : |
| 7  | the City's Department of Information Technology Account No. 103030-61350.                                  |      |
| 8  | Section 4. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase        | , or |
| 9  | word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration         | or   |
| 0  | adjudication shall not affect the remaining portions of the ordinance which shall remain in full force     | and  |
| 1  | effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part    | of   |
| 2  | the ordinance.                                                                                             |      |
| 3  | Section 5. Repealer. All ordinances and resolutions, and parts thereof, which are in conflict w            | /ith |
| 4  | any provision of this ordinance are hereby repealed to the extent of such conflict.                        |      |
| 5  | Section 6. Emergency. The need for immediate and uninterrupted hardware maintenance servi                  | ces  |
| 6  | is necessary to protect the City's critical 911 Computer-Aided Dispatch System for essential C             | City |
| .7 | services and, therefore, is crucial to protect the public health, safety and welfare; an emergency         | is,  |
| 8  | therefore, declared to exist and this ordinance shall be in full force and effect from and after the date  | e of |
| 9  | its passage.                                                                                               |      |
| 0  | PASSED: January 6, 2015                                                                                    |      |
| 1  | ATTEST: APPROVED:                                                                                          |      |
| 2  |                                                                                                            |      |
| 3  |                                                                                                            |      |
| 4  | Susan Langley, City Clerk Mark Stodola, Mayor                                                              |      |

## 1 APPROVED AS TO LEGAL FORM: 2 3 4 **Thomas M. Carpenter, City Attorney** 5 // 6 // 7 // 8 // 9 // 10 // 11 // 12 // 13 // 14 // 15 // 16 // 17 // 18 // 19 // 20 // 21 // 22 // 23 // 24 // 25 // 26 // 27 // 28 // 29 // 30 // 31 // 32 // 33 //

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