1	ORDINANCE NO.		
2			
3	AN ORDINANCE TO DECLARE IT IMPRACTICAL AND UNFEASIBLE		
4	TO BID; TO AWARD A MAINTENANCE AGREEMENT TO MOTOROLA		
5	SOLUTIONS, INC., IN THE AMOUNT OF FIVE HUNDRED FIFTY-ONE		
6	THOUSAND, SEVEN HUNDRED SEVENTY-FOUR AND 16/100		
7	DOLLARS (\$551,774.16), WHICH PROVIDES MAINTENANCE FOR THE		
8	CITY'S 800 MHZ RADIO SYSTEM INFRASTRUCTURE, PORTABLE		
9	AND MOBILE RADIOS; TO REPEAL ORDINANCE NO. 20,158		
10	(SEPTEMBER 15, 2009); TO REPEAL RESOLUTION NO. 14,650		
11	(OCTOBER 2, 2017); TO DECLARE AN EMERGENCY; AND FOR		
12			
13			
14	WHEREAS, the City has utilized a Motorola system for its emergency communications for a number		
15	of years, and it is crucial to have a maintenance agreement in place for the system infrastructure which		
16	includes portable and mobile radios used by the Little Rock Police Department; and,		
17	WHEREAS, at one time, Grace Communications Company of North Little Rock, Arkansas, was the		
18	only communications company in the Central Arkansas area with trained personnel, proprietary software,		
19	and test equipment readily available to property maintain the City's Radio Network Infrastructure; and		
20	WHEREAS, Ordinance No. 20,158 (September 15, 2009) provided that as long as Motorola could		
21	certify to the City Manager that Grace Communications Company of North Little Rock was the only local		
22	authorized dealer available to provide this service, then an annual resolution upon recommendation of the		
23	City Manager would be sufficient for the renewal of this agreement;		
24	WHEREAS, Resolution No. 14,650 (October 2, 2017) quoted Section 3 of Little Rock, Ark. Ordinance		
25	20,158 (September 15, 2009) authorizing an additional one (1)-year extension of the Motorola Maintenance		
26	Agreement; and		
27	WHEREAS, it has been determined that Grace Communication Company of North Little Rock is no		
28	longer the only authorized dealer in Central Arkansas; and		
29	WHEREAS, the City of Little Rock has negotiated a Service Terms and Conditions Maintenance		
30	Agreement with Motorola Solutions, Inc., for an Annual Maintenance Agreement for an annual cost of Five		
31	Hundred Fifty-One Thousand, Seven Hundred Seventy-Four and 16/100 Dollars (\$551,774.16), plus		
32	applicable taxes to property maintain the City's Radio Network Infrastructure System, which includes		
33	portable and mobile radios used by the Little Rock Police Department; and,		
34			
	ED 4 . 6.43		

## 1 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY

## 2 OF LITTLE ROCK, ARKANSAS:

3 Section 1. Little Rock, Ark. Ordinance No. 20,158 (September 15, 2009) is hereby repealed.

4 Section 2. Little Rock, Ark. Resolution No. 14,650 (October 2, 2017) is hereby repealed.

Section 3. The City Manager is authorized to enter into a service agreement in the amount of Five
Hundred Fifty-One Thousand, Seven Hundred Seventy-Four and 16/100 Dollars (\$551,774.16), plus
applicable taxes, with Motorola Solutions, Inc., to provide annual maintenance to the City's 800 MHz Radio
Network System Infrastructure.

9 Section 4. The City shall review at most every five (5) years if it is in the best interest of the City to
10 maintain an agreement with Motorola Solutions, Inc. to maintain the 800 MHz Emergency Communications
11 System, and this determination shall be reported by the City Manager to the Board of Directors.

Section 5. Because of the need to have maintenance services authorized by Motorola, Inc., and Motorola Solutions, Inc., is the only entity to make an appropriate determination on this point, the Board declares that it is impractical and unfeasible to submit this matter to a competitive bid process, and, therefore, waives competitive bidding.

Section 6. As long as Motorola Solutions, Inc., is the only entity able to determine the best way to provide maintenance services for Motorola, Inc., equipment used by the City, an annual resolution to add another year to this agreement is authorized by this Ordinance; and, to establish the consideration for such a contract a resolution is all the legislative authority required; provided that no such additional agreement will be for more than a one (1)-year period of time.

Section 7. Funds for the specific agreement authorized by this ordinance are available in the City's 911
 Fund, Account No. 220511.

Section 8. *Severability*. In the event any portion of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

Section 9. *Repealer*. All ordinances and resolutions, and parts thereof, which are in conflict with any
 provision of this ordinance are hereby repealed to the extent of such conflict.

Section 10. *Emergency*. *The need to assure the uninterrupted and proper maintenance of the 800 MHz* emergency communication system at all times is crucial to protect the public health, safety and welfare; an emergency is, therefore, declared to exist and this ordinance shall be in full force and effect from and after

32 *the date of its passage.* 

33 **PASSED: March 20, 2018** 

34

1	ATTEST:	APPROVED:	
2			
3 4	Susan Langley, City Clerk	Mark Stodola, Mayor	-
5	APPROVED AS TO LEGAL FORM:		
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7 8	Thomas M. Companian City, Attomay		
	Thomas M. Carpenter, City Attorney		
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