

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
NORTHROP GRUMMAN SYSTEMS CORPORATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 25th day of September 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and NORTHROP GRUMMAN SYSTEMS CORPORATION, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for Computer Aided Dispatch maintenance services on May 15, 2017; and

WHEREAS, the parties wish to amend the Agreement to extend the term by one year to expire June 30, 2019, and increase the contract amount by \$73,500 for a total not to exceed cost of \$140,451;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. PAYMENTS, of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B-1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE HUNDRED FOURTY THOUSAND, FOUR HUNDRED AND FIFTY ONE DOLLARS (\$140,451.00)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

2. Section 4. TERM of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2017** through **JUNE 30, 2019**.

3. Section 5. TERMINATION of the Agreement is amended to read as follows:

This Agreement may be terminated by Contractor or by the Director of Public Safety Communications or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

4. Section 17. NOTICES of the Agreement is amended to read as follows:

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Robert Bustichi
Public Safety Communications
400 County Center,
Redwood City, CA 94063
(650) 363-4342 | rbustichi@smcgov.org

In the case of Contractor, to:

Sue Jun, Contracts Administrator
Northrop Grumman Systems Corporation
7555 Colshire Drive #4041S,
McLean, VA 22102
(703) 556-1330 | sue.jun@ngc.com

5. EXHIBIT B- PAYMENTS & RATES is replaced in its entirety with the attached Exhibit B-1.
6. **All other terms and conditions of the Agreement dated May 15, 2018, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **NORTHROP GRUMMAN SYSTEMS CORPORATION**

Sue Jun
Contractor Signature

9/14/2018
Date

Sue Jun
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT B-1
PAYMENTS & RATES

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. AMOUNT AND METHOD OF PAYMENT.

A. County will pay Contractor at an ANNUAL RATE as follows:

NG Software Maintenance:

• CAD	\$43,500
• Message Switch	\$30,000
TOTAL:	\$73,500

B. Invoicing Procedures.

1.) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- Agreement number
- Time period covered
- Detailed statement of services/work completed for the invoiced period

C. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$73,500.00**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.