

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 1st day of July, 2019, 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 maintenance and support services for the Message Switch and Computer Aided Dispatch (CAD) on May 15, 2017; and amended the Agreement on September 25, 2018, extending the term to June 30, 2019 and increasing the fee by \$73,500 for a total not to exceed cost of \$140,451.

WHEREAS, the parties wish to further amend the Agreement to extend the term to June 30, 2020 and increase the fee by \$77,175 for a total not to exceed of \$217,626.

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 TWO HUNDRED SEVENTEEN THOUSAND, SIX HUNDRED TWENTY-SIX dollars (\$217,626.00). 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, 2020.

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

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

Sue Jun
Contractor Signature

June 13, 2019
Date

Sue Jun
Contractor Name (please print)

For County:

Daniel T. Belville
Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

6/12/19
Date

Daniel T. Belville
Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Director, Public Safety Communications
Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

EXHIBIT B
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	\$45,675
• Message Switch	\$31,500
TOTAL:	\$77,175

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 **\$77,175.00**. 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.