

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

THIS AMENDMENT TO THE AGREEMENT, entered into this first day of July 2021, 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; the parties further amended the Agreement on July 1, 2019, extending the term to June 20, 2020 and increasing the fee by \$77,175 for a total not to exceed cost of \$217,626.

WHEREAS, on July 1, 2020, the parties amended the Agreement to extend the term to June 30, 2021 and increase the fee by \$59,453 for a total not to exceed of \$277,079;.

WHEREAS, the parties wish to further amend the Agreement to extend the term by one year to June 30, 2022 and to add equipment maintained, as described in Exhibit B, attached, and increase the fee by \$59,031, for a total not-to-exceed amount of \$336,110.

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. 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 THREE HUNDRED THIRTY-SIX THOUSAND, ONE HUNDRED TEN dollars (\$336,110.00). 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, 2022 for Message Switch Maintenance.

3. EXHIBIT B- PAYMENTS & RATES is replaced in its entirety with the attached Exhibit B.
4. EXHIBIT C is added
5. **All other terms and conditions of the Agreement dated May 15, 2018 as amended by Amendments dated July 1, 2018, July 1, 2019 and July 1, 2020 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

August 10, 2021
Date

Sue Jun
Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

David Canepa
Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

President, Board of Supervisors
County of San Mateo

EXHIBIT B
PAYMENTS & RATES

1. AMOUNT AND METHOD OF PAYMENT.

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

| | |
|--|--------------------|
| Message Switch System (MSS) Maintenance: | \$34,729.00 |
| HPE Hardware & VSI Maintenance: | <u>\$24,302.00</u> |
| TOTAL: | \$59,031.00 |

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 completed for invoiced period.

C. Contractor shall prepare 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 under this amendment shall not exceed \$59,031. 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.

D. County has provided, and Northrop Grumman Systems Corporation is in receipt of, County's approval dated March 8, 2021 for the assignment of the Message Switch System (MSS) Software Maintenance Contract from Northrop Grumman to Peraton Inc., a Maryland Corporation, effective January 30, 2021, attached, as Exhibit C.

Northrop Grumman Systems Corporation
7575 Colshire Drive
McLean, Virginia 22102

northropgrumman.com

March 6, 2021

VIA ELECTRONIC MAIL

rbustichi@smcgov.org

Reference: County of San-Public Safety Communications- San Mateo CAD Maintenance
Agreement-07/01/2020-06/30/2021

Subject: Approved Assignment of Contract from Northrop Grumman Systems Corporation to Peraton Inc.

Northrop Grumman Systems Corporation ("Northrop Grumman") is in receipt of your approval dated February 16, 2021 for the assignment of the referenced contract from Northrop Grumman to Peraton Inc. At this time we ask that you prepare a contract modification to memorialize this change and submit to the undersigned contract administrator for execution. The modification should include the following elements:

The contract and all associated obligations are transferred from Northrop Grumman Systems to Peraton Inc., a Maryland Corporation, and effective January 30, 2021.

Unless otherwise indicated in the modification, all terms and conditions of the contract shall remain in full force and effect. .

Corporate Address - Headquarters

Peraton Inc.
12975 Worldgate Drive, Suite 700
Herndon, VA 20170-6008
703-668-6000

Tax ID Number

52-1597904

Remittance Address

Electronic Payments: Bank Name: Bank of America
Account Name: Peraton Inc (Dutchman SAP Collections)
ABA/Routing #: 111000012
Account #: 4451442022

Payment by Check:

EFT Remittance Email: cashapps@peraton.com
Peraton Inc.
12975 Worldgate Drive
Attention: Accounts Payable
Herndon, VA, 20170

Point of Contact

Cynthia Williams
Contracts Administrator
Cynthia.williams@peraton.com
(865) 719-6680

Signatories – Authorized Representatives from:

- County of San Mateo-Public Safety Communications
- Northrop Grumman System Corporation
- Peraton Inc.

Please return the modification to the attention of Cynthia Williams at cynthia.williams@peraton.com. Once received, it will be routed for signature by Northrop Grumman and Peraton.

If you have any questions, please contact me by phone at (865) 719-6680 or by email at cynthia.williams@peraton.com.

Sincerely,

Cynthia Williams

Cynthia Williams
Contract Administrator

This letter will serve as the Modification to transfer the current contract from Northrop Grumman to Peraton.

County of San Mateo-Public Safety Communications

N. Claire Espino

3-8-2021

Signature

Date

NATASMA CLAIRE-ESPINO, INTERIM DIRECTOR

Name and Title

Peraton, Inc.

R. Altamura

3/10/21

Signature

Date

Rhea M. Altamura

Name and Title

Northrop Grumman Systems Corporation

Ed P. Shublich

3/17/2021

Signature

Date

Edward P. Shublich Vice President Contracts

Name and Title