

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.45
(ID # 3620)

MEETING DATE:

Tuesday, March 7, 2017


FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval and Ratification of the Master Maintenance Agreement with Northrop Grumman Systems Corporation for Computer Aided Dispatch Enhancement's Licensing & Maintenance without Seeking Competitive bids for five (5) years [All Districts] [total potential cost \$526,828 General Funds 40%, Structural Fire Taxes & Prop 172 40%, & Contract Revenue 20%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the Master Maintenance Agreement with Northrop Grumman Systems Corporation for Computer Aided Dispatch (CAD) enhancement's licensing and maintenance without seeking competitive bids for \$95,342 in year one (1), with an option to renew the agreement for four (4) additional one (1) year periods at a cost outlined in Agreement's attached Exhibit "A"; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No, 459, based upon availability of fiscal funding and as approved by County Counsel to sign amendments to the compensation provision that do not exceed costs outlined in Agreement's attached Exhibit "A".

ACTION: Policy


John Williams, Chief of Fire Riverside County 2/24/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 7, 2017
xc: Fire, Purchasing

Kezia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 95,342	\$ 100,109	\$ 526,828	\$ 0
NET COUNTY COST	\$ 38,137	\$ 40,044	\$ 210,731	\$ 0
SOURCE OF FUNDS: General Funds 40%, Structural Fire Taxes & Prop 172 40%, & Contract Revenue 20%.			Budget Adjustment:	No
			For Fiscal Year:	16/17-20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Fire Department utilizes the Northrop Grumman Systems Corporation Altaris CAD system as provided under the contract for fire protection services with the California Department of Forestry and Fire Protection (CALFire) to dispatch emergency calls. The Altaris CAD system is a sole proprietary program of Northrop Grumman Corp. All enhancements and license maintenance is owned and controlled by Northrop Grumman Corp. and is not for sale to any third party vendors or companies at this time.

On January 10, 2012, Agenda #3.36; the Fire Department received approval for the annual licensing and maintenance of two CAD enhancements. The enhancements are the CommandPoint Automated Vehicle Location System (AVL) and the CommandPoint Automated Mobile System (Mobile). The Mobile and AVL enhancements to the Altaris CAD system decreased the response and reaction time of fire personnel to emergency calls for assistance. In June of 2016, the Fire Department enhanced the CAD system to accommodate the County's newly awarded vendor ImageTrend for an Electronic Patient Care Reporting System.

The Department is requesting to sole source the Master Agreement and Software Sub-Agreement for the enhancement's licensing and maintenance. Due to our Cooperative Fire Protection Agreement with CALFire, and to realize cost savings we must utilize Northrop Grumman for all CAD enhancements and licensing.

Impact on Residents and Businesses

The modification and enhancements to the CAD system decreases the response and reaction time of Fire Department personnel to emergency calls for assistance. Therefore, the citizens and business within the County of Riverside receive a direct benefit from the system modifications and enhancements.

SUPPLEMENTAL:

Additional Fiscal Information

The annual licensing and maintenance service for all the CAD enhancements totals \$95,342 in FY 16/17, \$100,109 in FY 17/18, \$110,372 in FY 18/19, \$110,372 in FY 19/20 and \$115,890 in

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FY 20/21; with a potential total cost of \$526,828. All costs are budgeted in the current fiscal year and will be budgeted in all future budget proposals for the Department.

Contract History and Price Reasonableness

Northrop Grumman hardware and software application was installed in July 2004, and became the primary CAD in April 2005. On March, 11 2006, Agenda #3.14; the Department purchased an interface enhancement of one-way communications between CAD and GeoSpatial Technologies GST Mapper mobile mapping application. On March 17, 2009, Agenda #3.32; the Department purchased an additional enhancement that enabled the CAD system to alert emergency response personnel at fire stations. On May 5, 2009, Agenda #3.11; the Department purchased CommandPoint Mobile and Automated Vehicle Location System enhancements. In June 2016, the Department purchased Electronic Patient Care Reporting enhancements.

Pricing for the annual licensing and maintenance service for the CAD system is maintained by CALFire through its contract with Northrop Grumman. The price provided by Northrop Grumman reflects a discount of 20% off license fees. The annual licensing and maintenance service for all the CAD enhancements totals \$95,342 in FY 16/17 and increases annually as outlined in attached Exhibit "A".

EXHIBIT "A"

Price and Payment Schedule:

January 1, 2017 to December 31, 2017

NGSC Software Maintenance:	
AVL	\$46,903.00
Mobile	\$43,439.00
Image Trend Interface	<u>\$ 5,000.00</u>
Total Due, Period No. 1	\$95,342.00

January 1, 2018 to December 31, 2018

NGSC Software Maintenance:	
AVL	\$49,249.00
Mobile	\$45,610.00
Image Trend Interface	<u>\$ 5,250.00</u>
Total Due, Period No. 2	\$100,109.00

January 1, 2019 to December 31, 2019

NGSC Software Maintenance:	
AVL	\$51,711.00
Mobile	\$47,891.00

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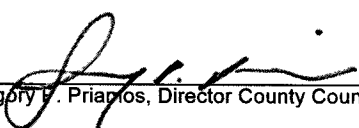
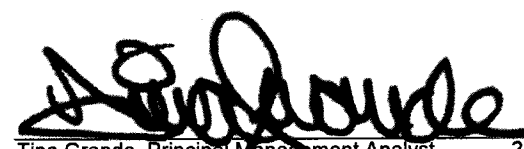
Image Trend Interface	<u>\$ 5,513.00</u>
Total Due, Period No. 3	\$105,115.00



January 1, 2020 to December 31, 2020

NGSC Software Maintenance:	
AVL	\$54,297.00
Mobile	\$50,286.00
Image Trend Interface	<u>\$ 5,789.00</u>
Total Due, Period No. 4	\$110,372.00

January 1, 2021 to December 31, 2021

NGSC Software Maintenance:	
AVL	\$57,012.00
Mobile	\$52,800.00
Image Trend Interface	<u>\$ 6,078.00</u>
Total Due, Period No. 5	\$115,890.00

	
Gregory F. Priamos, Director County Counsel	Tina Grande, Principal Management Analyst
2/27/2017	2/27/2017

	
Lisa Brandl, Director of Purchasing and Fleet Services	Gregory F. Priamos, Director County Counsel
2/22/2017	2/27/2017



CAL FIRE – RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT

John R. Hawkins - Fire Chief

210 West San Jacinto Avenue, Perris, Ca 92570-1915
Bus (951) 940-6900 Fax: (951) 940-6373 www.rvcfire.org

PROUDLY SERVING THE
UNINCORPORATED AREAS
OF RIVERSIDE COUNTY
AND THE CITIES OF:

- BANNING
- BEAUMONT
- CALIMESA
- CANYON LAKE
- COACHELLA
- DESERT HOT SPRINGS
- EASTVALE
- INDIAN WELLS
- INDIO
- JURUPA VALLEY
- LAKE ELSINORE
- LA QUINTA
- MENIFEE
- MORENO VALLEY
- NORCO
- PALM DESERT
- PERRIS
- RANCHO MIRAGE
- RUBIDOUX CSD
- SAN JACINTO
- TEMECULA
- WILDOMAR

BOARD OF
SUPERVISORS

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DISTRICT 4

MARION ASHLEY
DISTRICT 5

Date: January 24, 2017

From: John R. Hawkins, Fire Chief

To: Board of Supervisors/Purchasing Agent

Via: Fire Dept. Purchasing Section

Subject: Sole Source Procurement, Request for Software Licensing and Maintenance with Northrop Grumman Systems Corporation

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Northrop Grumman Corporation
The enhancements to the CAD system decrease the response and reaction time of Fire Department personnel to emergency calls for assistance. Therefore, the citizens and business within the County of Riverside receive a direct benefit from the system modifications and enhancements
2. **Vendor ID:** 80211
3. **Supply/Service being requested:** Altaris Computer Aided Dispatch (CAD) annual licensing and maintenance on CAD enhancements. This would include the CommandPoint Automated Vehicle Location System (AVL), CommandPoint Mobile System (Mobile), Image Trend Interface and any possible future enhancements needed by the Department.
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** None, the Altaris CAD system and enhancements are a sole proprietary program of Northrop Grumman Systems Corporation.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide (if proprietary software or machinery, hardware, please provide a support letter from the manufacturer):** Currently County Fire, under contract with CALFire, utilizes the Northrop Grumman Altaris CAD system in our Emergency Command Center for dispatching. This CAD system is a sole proprietary program of Northrop Grumman Systems Corporation and there are no other vendors who can provide enhancements, enhancement's licensing and maintenance, and service.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The Northrop Grumman CAD system is being utilized throughout CALFire along with the County of Riverside Fire Department. Maintaining licensing and maintenance services annually of this system's enhancements ensures the continued use of those enhancements. The enhancements to the CAD system decrease the response and reaction time of Fire Department personnel to emergency calls for assistance. Therefore, the citizens and business within the County of Riverside receive a direct benefit from the system modifications and enhancements.

7. **Period of Performance:** From: January 2017 to December 2021
(total number of years)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement. No Yes

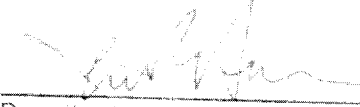
8. **Identify all costs for this requested purchase.** If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Total
One-time Costs:	0	0	0	0	0	0
Ongoing Costs:						
Software Licensing & Maintenance	95,342	100,109	105,115	110,372	115,890	526,828
Total Costs	95,342	100,109	105,115	110,372	115,890	526,828

Note: Insert additional rows as needed


9. **Price Reasonableness:** (Explain why this price is reasonable or cost effective and if this service/commodity will be bid out in the future.) Pricing for the annual licensing and maintenance service for the CAD system is maintained by CALFire through its contract with Northrop Grumman. The price provided by Northrop Grumman reflects a discount of 20% off license fees. Due to our Cooperative Fire Protection Agreement with CALFire, we must utilize Northrop Grumman for all CAD enhancements. The cost is for a single license that covers the entire Department's use.

10. **Projected Board of Supervisor Date (if applicable):** January 31, 2017
(Form 11s must accompany the sole source request for Purchasing Agent approval.)

 JOHN V. HAWKINS 01-24-17
 Department Head Signature (or designee) Print Name Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
 Not to exceed: \$ 115,890 One time Annual Amount through 12/31/21
(Date)

 1/25/17 17-182
 Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

NORTHROP GRUMMAN



Northrop Grumman Systems Corporation

Missile Defense & Protective Services Division
Integrated Fires & Protective Services
7555 Colshire Drive
McLean, Virginia 20151

November 30, 2016

County of Riverside Fire/Purchasing Department
210 W. San Jacinto Road
Perris, CA, 92570

Subject: Proprietary Software

Dear County of Riverside Fire/Purchasing Department:

Northrop Grumman Systems Corporation, acting through Northrop Grumman Missile Defense and Protective Services Division, hereinafter referred to as "Northrop Grumman", is pleased to respond to your agency's request for information regarding modifications to the Northrop Grumman Altaris Computer Aided Dispatch (CAD) system and Commandpoint™ Mobile Software installed at the Riverside Ranger Unit (RRU) Emergency Command and Control (ECC) facility in Perris, California

The Northrop Grumman Altaris CAD Software System and Commandpoint™ Mobile Software, AVL, ePCR and ImageTrend interfaces are proprietary software written by Northrop Grumman. Any modifications or enhancements to the Software System must be performed by Northrop Grumman. This includes but not limited to modifications to the Software System to interface or communicate messages and/or data with third-party systems.

Per the initial software implementation agreement with CAL FIRE and the existing Maintenance Agreement, CAL FIRE nor County of Riverside Fire Department shall not allow any person, company, governmental agency, consulting firm or any other entity to have access to the software provided hereunder, other than employees of CAL FIRE and County of Riverside Fire Department who have a need to have access to such software in order for CAL FIRE or County of Riverside Fire Department to utilize such software for the purposes set forth herein. Should Customer allow such access without the express written consent of Northrop Grumman, then Northrop Grumman may terminate Customer's license granted under said agreement.

Northrop Grumman sincerely appreciates the opportunity to respond to the needs of the County of Riverside Fire Department. Please don't hesitate to contact me at (703) 313-2605 should you require any additional information.

Sincerely,

Sent Via Electronic Mail: November 30, 2016: John C. Kouri

John C. Kouri
Contracts Manager

Copy: Chet Ashbaugh, County of Riverside Fire Department
Chris Valvo Contracts; Northrop Grumman

**NORTHROP GRUMMAN SYSTEMS CORPORATION
MASTER MAINTENANCE AGREEMENT**

This Agreement is entered into between **Northrop Grumman Systems Corporation**, doing business through the Northrop Grumman Mission Systems Sector, with an office at 7555 Colshire Drive, McLean, VA 22102, hereinafter referred to as "Northrop Grumman", and the **County of Riverside**, hereinafter referred to as "Customer".

1. SCOPE OF AGREEMENT

Northrop Grumman will provide the following services:

- Services provided for by the Northrop Grumman Software Maintenance Sub-Agreement, (copy attached), which includes Northrop Grumman provided software as shown on Exhibit A of the Software Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall be retroactive to January 1, 2017, and shall continue for a term of one (1) year with the option to renew annually for a period of four (4) consecutive years commencing January 1, 2018.

3. TERMINATION

This Agreement may be terminated at any time by either party by providing a 90 day written notice of termination. As such, the Agreement shall terminate with no further financial obligation of the Customer with respect to payment of obligations due after 90 days from the date of such notice.

4. TERMS AND CONDITIONS

In the event of a conflict, the terms of this Agreement shall take precedence over the terms and conditions of the sub-agreements.

5. PRICE AND PAYMENT

The Customer shall pay the amount labeled "Total Due," with respect to the period identified, in Exhibit "A" (attached).

The fees for Basic Software Maintenance shall be paid annually in advance. Per call (T&M) and block time charges (ODMS) in Exhibit B of the Northrop Grumman Software Maintenance Sub-Agreement, will be invoiced after the service is performed.

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**NORTHROP GRUMMAN SYSTEMS CORPORATION
MASTER MAINTENANCE AGREEMENT**

Prices in this Agreement are exclusive of applicable taxes, if any. Taxes are the responsibility of the Customer and will be added to the invoices.

Payment terms are net thirty (30) days from date of invoice. Northrop Grumman reserves the right to charge interest for late payments at the rate of one and one-half percent (1.5%) per month.

6. AMENDMENT OF THIS AGREEMENT

The Customer reserves the right to make changes which would include alterations, deviations, additions to or deletions from the scope of work of this Agreement, as may be deemed by the Customer to be necessary or required for the proper completion of the whole work contemplated.

Any such changes will be set forth in an Amendment/Changes Orders to this Agreement which will specify the change in work to be performed and any increase/decrease in compensation due Northrop Grumman for such work.

7. NOTICES

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or courier service to the respective parties as follow:

Customer:
Chet Ashbaugh
County of Riverside
210 West San Jacinto Avenue
Perris, CA 92570

Northrop Grumman Systems Corporation
Sue Jun
Contracts Administrator
7555 Colshire Drive
McLean, VA 22102

8. INDEPENDENT CONTRACTOR

Northrop Grumman is an independent contractor under this Agreement, and not an employee or agent of Customer. All payments hereunder shall be made to Northrop Grumman. No deductions shall be made from the payments provided for under Section 5 above for any reason including taxes, workman's compensation or insurance.

NORTHROP GRUMMAN SYSTEMS CORPORATION
MASTER MAINTENANCE AGREEMENT

9. LIMITATION OF LIABILITY AND REMEDIES

- a. **Limited Warranty**
Except as stated in this Agreement (including any other documents attached or incorporated), NORTHROP GRUMMAN MAKES NO WARRANTIES.
- b. **Limitation of Remedy**
Except for damages to third parties as set forth in Section 10, customer agrees that Northrop Grumman's liability hereunder for damages shall not exceed the annual maintenance fee paid to Northrop Grumman for the maintenance period in which the cause of the action occurred.
- c. **Limitation of Damages**
IN NO EVENT SHALL NORTHROP GRUMMAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

10. INDEMNIFICATION

Northrop Grumman shall indemnify, defend, and hold harmless Customer from and against any and all claim, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorneys' fees) and liabilities, of, by or with respect to third parties, which arise solely from the intentional misconduct or negligence of Northrop Grumman, Northrop Grumman's employees, agents or subcontractors. Northrop Grumman shall not be responsible for, and Customer shall, within the limits of California law and without waiving any of its rights, privileges or governmental immunities from suit or liability, indemnify, defend, and hold harmless Northrop Grumman from and against, any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorneys' fees) and liabilities, of, by or with respect to third parties, which arise solely from Customers' negligence. With respect to any and all claims, demand, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities, of, by or with respect to third parties, which arise from the joint or concurrent negligence of Northrop Grumman and Customer, each party shall assume responsibility in proportion to the degree of its respective fault.

**NORTHROP GRUMMAN SYSTEMS CORPORATION
MASTER MAINTENANCE AGREEMENT**

11. FUNDING

Per FAR part Subpart 4.15 — American Recovery and Reinvestment Act (ARRA)— Reporting Requirements, any contract action funded in whole or in part by the Recovery Act, the contracting officer shall indicate that the contract action is being made under the Recovery Act, and indicate which products or services are funded under the Recovery Act. This requirement applies whenever Recovery Act funds are used, regardless of the contract instrument. Customer has not advised that FAR clause 52.204-11 is applicable therefore Northrop Grumman has made the assumption that ARRA funds will not be utilized at this time to fund this effort upon award. Should after award the Customer utilize ARRA funds for this effort, Northrop Grumman requests that at least two months notice, if possible , be given before ARRA funds are obligated on the contract. This advance notice is to allow Northrop Grumman enough time to comply with the reporting requirements stated in FAR 52.204-11 - American Recovery and Reinvestment Act— Reporting Requirements.

12. SALES AND USE TAXES

The customer shall be liable for all federal, state, and local sales and use taxes, which become due as a consequence of this Agreement. The customer shall be liable for any increase in tax rates or change in the scope of tax assessments whether due to changes in any statutes or interpretation by any taxing authority.

The customer shall not be liable for the payment of such taxes, provided it shall furnish to Northrop Grumman an exemption certificate sufficient to exempt Northrop Grumman from the payment of all such sales, use and excise taxes. Should any such certification furnished not be sufficient to exempt Northrop Grumman from the payment of such taxes the customer shall indemnify and hold Northrop Grumman harmless for all such taxes assessed.

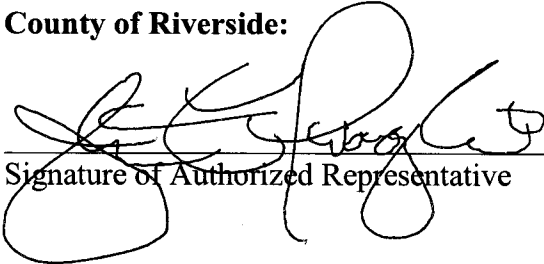
**NORTHROP GRUMMAN SYSTEMS CORPORATION
MASTER MAINTENANCE AGREEMENT**

13. ENTIRE CONTRACT

This Agreement and attached Sub-Agreement(s) represent the entire and integrated agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by the parties hereto.

County of Riverside:

Northrop Grumman Systems Corporation:



Signature of Authorized Representative



Sue Jun
Contracts Administrator

JOHN TAVAGLIONE


Printed Name
CHAIRMAN, BOARD OF SUPERVISORS

2/13/17

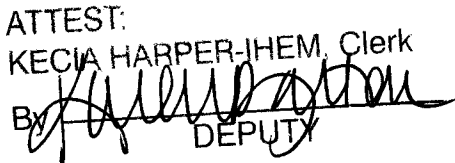
Date

Title
MAR 07 2017

Date

FORM APPROVED COUNTY COUNSEL
BY:  2/17

NEAL R. KIPNIS DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 

DEPUTY

**NORTHROP GRUMMAN SYSTEMS CORPORATION
MASTER MAINTENANCE AGREEMENT**

Exhibit "A"

Price and Payment Schedule:

Period No. 1 – January 1, 2017 to December 31, 2017

NGSC Software Maintenance:	
AVL	\$46,903.00
Mobile	\$43,439.00
Image Trend Interface	<u>\$ 5,000.00</u>
Total Due, Period No. 1	\$95,342.00

Period No. 2 – January 1, 2018 to December 31, 2018

NGSC Software Maintenance:	
AVL	\$49,249.00
Mobile	\$45,610.00
Image Trend Interface	<u>\$ 5,250.00</u>
Total Due, Period No. 2	\$100,109.00

Period No. 3 – January 1, 2019 to December 31, 2019

NGSC Software Maintenance:	
AVL	\$51,711.00
Mobile	\$47,891.00
Image Trend Interface	<u>\$ 5,513.00</u>
Total Due, Period No. 3	\$105,115.00

Period No. 4 – January 1, 2020 to December 31, 2020

NGSC Software Maintenance:	
AVL	\$54,297.00
Mobile	\$50,286.00
Image Trend Interface	<u>\$ 5,789.00</u>
Total Due, Period No. 4	\$110,372.00

Period No. 5 – January 1, 2021 to December 31, 2021

NGSC Software Maintenance:	
AVL	\$57,012.00
Mobile	\$52,800.00
Image Trend Interface	<u>\$ 6,078.00</u>
Total Due, Period No. 5	\$115,890.00

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

SUB-AGREEMENT effective retroactively January 1, 2017, between **Northrop Grumman Systems Corporation**, doing business through the Northrop Grumman Mission Systems Sector, with an office at 7555 Colshire Drive, Mclean, VA 22102 ("Northrop Grumman") and the **County of Riverside**, ("Customer").

1. SOFTWARE SYSTEM

For the purpose of this Sub-Agreement, the "Software System" shall mean the Northrop Grumman Computer Software System (Software System) identified in Exhibit A.

2. SOFTWARE SUPPORT SERVICES

a. Maintenance Support

With respect to the Software System, Northrop Grumman agrees to perform, or cause to be performed, the following maintenance services:

1. Northrop Grumman will retain a complete copy of the Software System source code.
2. If during the term of this Agreement, (a.) the Customer discovers defects in the Software System such that same will not perform in accordance with Northrop Grumman's design; (b.) the Customer notifies Northrop Grumman of such defects; and, (c.) such defects are reproducible, then Northrop Grumman shall provide, or cause to be provided, timely corrections of such defects.
3. If problems arise concerning the Software System, Northrop Grumman will provide a reasonable amount of telephone assistance within the schedule stated in Exhibit B.
4. If Critical problems arise from the Northrop Grumman application (see Section 3. *Problem Reporting*) and the Customer cannot correct them by following system management procedures previously supplied by Northrop Grumman, Northrop Grumman will provide assistance to restore the Software System operations 24 hours a day, 365 days a year without additional charge to the Customer.

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

With respect to the Software System, Northrop Grumman will not perform, or cause to be performed under the scope of this agreement, duties of Oracle database administration.

With respect to the previous paragraph, the following actions are considered database administration, and as such, will not be performed under this agreement:

- Database recovery
- Monitoring Database Space (utilization)
- Monitoring Alert Log
- Defragmentation of free space
- Monitoring, and increasing, table space
- Manipulation of the Oracle listener

b. Software Improvements and Upgrades

During the term of this Agreement, Northrop Grumman shall supply Customer with improvements and upgrades to those functions or features of the Software Products which were described in the Functional Specification Design and supplied under the applicable contract and which are not priced separately. Northrop Grumman will provide defect correction software releases up to twice a year for Priority 1 and 2 problems to repair identified defects.

c. Installation of Corrections, Improvements or Upgrades

Northrop Grumman shall provide changes and installation support to the Software Products including updates, upgrades, releases, patches, corrections or improvements by VPN, telephone modem or the appropriate transport media, all at the option of Northrop Grumman. Where applicable, Customer shall provide installation, distribution, support or access as may be reasonably required to successfully install the changes.

3. PROBLEM REPORTING

Northrop Grumman provides a toll free Telephone Support Line staffed with technical personnel from 5:30 a.m. through 5:30 p.m. (Pacific Time), Monday through Friday, excluding Northrop Grumman holidays. Northrop Grumman also accepts problem reports through e-mail, and an on-line system accessed through the Internet.

Northrop Grumman shall provide technical support twenty-four (24) hours a day, three hundred sixty-five (365) days a year. The County of Riverside personnel can utilize this service whenever "Priority One" system problems impact operations outside the hours of the normal Telephone Support Line. Once contacted, Northrop Grumman personnel will contact the County of Riverside and begin a continuous effort to restore systems operations.

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

The County of Riverside shall use the standard Customer Service toll free telephone number to report Priority one problems after hours and follow the instructions reported in the message.

Problems are logged into Northrop Grumman's problem tracking system and the Customer is given a tracking number. The call is prioritized based on what is being reported, and how serious the Customer perceives the problem. Priority one problems receive immediate attention and are worked continuously until resolved. Priority two, three and four problems are placed in the queue, assigned to programmers and are addressed based on order received and priority. Customers may escalate problems to the Customer Service Manager if they feel problems are not being addressed in a timely manner. The following are Northrop Grumman's call priorities:

Priority One - Critical

Guaranteed response time of 2 hours; contact the customer within two hours and issue worked continuously until resolved

Software errors that prevent or substantially interfere with operation of the Northrop Grumman installed software for its primary intended purpose on a system wide basis, as described in the Functional Specification Design (FSD), such as those errors that cause loss of data or prevent the product from running. Examples include, but are not limited to:

- Complete system outage (system down) of a major application
 - Mobile Data Computing System
 - AVL Interface to Geo-Spatial Technologies
 - Priority Dispatch ProQA Interface
 - Image Trend Interface
 - Facility Alerting Interface

Priority Two - High

Guaranteed response time of 4 hours; contact the customer within four hours

Software errors that do not prevent or substantially interfere with operation of the Northrop Grumman system for its primary intended purpose or are not system wide, but that do prevent or materially interfere with end user performance of common functions described in the Functional Specification Design. Examples include but are not limited to:

- Loss of communications with the mobile data controller, other than such loss due to malfunction occurring outside of the Northrop Grumman system.
- System response times doubling and continuing beyond fifteen (15) minutes, other than such doubling due to malfunction occurring outside of the Northrop Grumman system.

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

- Mobile data response times doubling and continuing beyond fifteen (15) minutes, other than such doubling due to expansion in the use of applications on the mobile data network without corresponding expansion in the mobile data infrastructure

Priority Three - Medium

Guaranteed response time of one business day

- Minor problems that do not prevent the users from performing their job, but there is no reasonable work-around.

Priority Four - Low

Guaranteed response time of 5 business days

- Minor problems that do not prevent the users from performing their job, but there is a reasonable work-around.
- Informational, or suggestions for future functionality of the software.

Priority One problems shall be worked continuously until resolved. All other problems shall be prioritized and worked in order by Northrop Grumman. Northrop Grumman makes no warranties that the Mobile, AVL, Priority Dispatch ProQA, Image Trend and Facility Alerting Interface software shall be completely error free.

4. RESPONSIBILITIES OF CUSTOMER

The obligations of Northrop Grumman under this Agreement are conditioned upon:

- a. Customer assigning a Coordinator to ensure that Customer's assignments in connection with this Agreement is met, to coordinate appropriate schedules in connection with Northrop Grumman's services hereunder, and to serve to provide other coordination activities which are necessary for Northrop Grumman to perform its services hereunder.
- b. Customer assigning at least two technically capable individuals, as required by Northrop Grumman to assist Northrop Grumman in performing its services hereunder.
- c. At its own cost, Customer shall establish high-speed access for Northrop Grumman staff to remotely access the Customer's system for diagnostic and maintenance purposes.
- d. Customer shall be responsible for controlling security and access to the computer systems. For remote access, the Customer shall enable the connection in a timely manner to allow Northrop Grumman to perform diagnostic and/or maintenance

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

activities. The Customer shall provide the appropriate usernames and authorization codes to Northrop Grumman whenever maintenance work is to be done.

- e. Customer shall not perform any modifications or enhancements to the Software System or allow any person or entity not specifically authorized by Northrop Grumman to perform any modifications or enhancements to the Software System.
- f. As applicable and necessary, during the term of the Master Maintenance Agreement, and any subsequent extensions of the term, Customer shall provide Northrop Grumman with a verified copy of the Software System back-up, including Source Code, on an annual basis, at no cost to Northrop Grumman, for use in assisting the Customer during disaster recovery efforts if requested.
- g. Customer shall coordinate mobile hardware repairs with the appropriate third-party hardware maintenance provider.

5. TERM

This Sub-Agreement shall be effective retroactively January 1, 2017. This Sub-Agreement shall be in effect for a period of one (1) year with the option to renew annually for a period of four (4) consecutive years commencing January 1, 2018. Northrop Grumman and Customer may, by mutual agreement in writing, renew the term or any renewal thereof, for an additional period of one year.

6. LICENSE

With respect to each correction to the Software System furnished to Customer under this Agreement, Customer is granted a non-exclusive, non-assignable, non-transferable license to use such correction as part of the Mobile and AVL software provided by Northrop Grumman to the County of Riverside.

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

- EXHIBIT A -

SOFTWARE SYSTEM

The software system to be maintained under this Agreement including any unique technical conditions is as follows:

1. The Automated Vehicle Location Interface to Geo-Spatial Technologies as defined in the original Statement of Work as submitted to and accepted by the Customer including any additional contractual work performed by Northrop Grumman.
2. Mobile Computer Communications System as defined in the Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by Northrop Grumman.
3. Priority Dispatch ProQA Interface as defined in the Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by Northrop Grumman.
4. Image Trend Interface as defined in the Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by Northrop Grumman.
5. Facility Alerting Interface as defined in the Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by Northrop Grumman.

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

- EXHIBIT B -

SERVICES TO BE PROVIDED

1. Basic software service shall be provided five (5) days per week from 5:30 a.m. through 5:30 p.m. Pacific Time excluding Northrop Grumman holidays.

Calls made outside the above Basic service times will be billable as follow:

- \$1,100 per call for the first four hours of consultation and \$275/hour for an additional consultation.

However, if Serious problems arise (see Section 3. *Problem Reporting*) and the Customer cannot correct them by following the system management procedures previously supplied by Northrop Grumman, calls made outside of the Basic service times will not be billable. The determination of whether an after-hours call is billable will be made solely by Northrop Grumman.

2. **ON DEMAND MAINTENANCE SERVICES - ODMS**

ODMS is defined as forty (40) contiguous hours of remote Northrop Grumman Programmer services for the "Northrop Grumman installed system" (System). Services to be performed by the Northrop Grumman Programmer are at the discretion of the Customer. It is advisable to transmit to Northrop Grumman, prior to the Northrop Grumman Programmer service, a list of work descriptions desired by the Customer. The ODMS to be performed by the Northrop Grumman Programmer will be on a "best effort" basis. If the work is not complete or task finished by the Northrop Grumman Programmer at the end of forty (40) hours, the Customer has the option to contract for additional ODMS or have Northrop Grumman complete the work on a "time and materials" (T&M) basis. The additional ODMS or T&M work will have to be mutually agreed to and scheduled. ODMS work completed by Northrop Grumman will then be transferred and maintained under the Master Maintenance Agreement.

The annual ODMS rate for forty (40) hour block is \$12,334.00.

Customer has the option not to have the Northrop Grumman Programmer on site, but to perform the work via VPN. If Customer chooses this option, the price for ODMS does not change. Travel is not included in the rates as defined as above. Travel shall be billed at cost plus 10%. Northrop will substantially comply with County's travel reimbursement policy D-1.