

CITY OF GARDEN GROVE

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept: City Manager
Subject: SOFTWARE MAINTENANCE
CONTRACT RENEWAL WITH
NORTHROP GRUMMAN FOR
THE COMPUTER AIDED
DISPATCH (CAD) SYSTEM

From: Kevin J. Raney
Dept: Police
Date: January 22, 2013

OBJECTIVE

To seek City Council approval to renew the City's contract for software maintenance with Northrop Grumman (NGES) for the Police Department's Computer Aided Dispatch system (CAD) and Mobile Computer Terminals (MCT's) through October 31, 2017.

BACKGROUND

The Police Department's CAD system was purchased in July 1999. When the initial warranties expired in 2002, the City continued receiving software support from Northrop Grumman through contracted services.

DISCUSSION

The proposed hardware maintenance contract renewal will cover the cost of maintenance and trouble calls for the next 5 years of the CAD system's life. Past experience has shown that software maintenance is an integral part of keeping the CAD system functional and running efficiently.

Pursuant to Garden Grove Municipal Code Section 2.50.060(d), and based on the City's Information Technology recommendations, the Finance Director has determined that the hardware and software services that are the subject of these agreements can only be obtained through NGES.

FINANCIAL IMPACT

The total cost for the renewal period that covers software support through October 31, 2012, is \$579,329. This amount will be broken down into five yearly amounts starting at \$104,844 for the first year and will increase by 5% each consecutive year through the life of the contract. Funds are annually allocated for

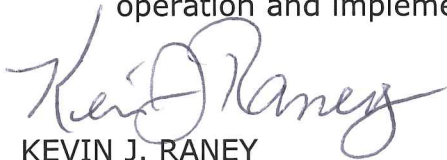
SOFTWARE MAINTENANCE CONTRACT RENEWAL
WITH NORTHROP GRUMMAN FOR THE COMPUTER AIDED
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the CAD's maintenance contracts so there will be no additional impact to the City's General Fund.

RECOMMENDATION

It is recommended that City Council:

- Approve the attached Master Maintenance Agreement and Software Maintenance Sub-Agreement with Northrop Grumman for the software support of the Altaris CAD system in an amount not to exceed \$579,329.00; and
- Authorize the City Manager to execute the agreement, including making any modifications as appropriate thereto during the contract period, for the operation and implementation of the contract services.



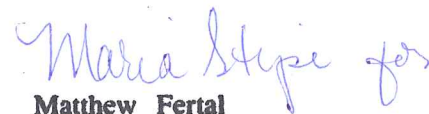
KEVIN J. RANEY
Chief of Police



By: Rebecca Meeks
Communications Manager

Attachment 1: Agreement

Recommended for Approval



Matthew Fertal
City Manager

NORTHROP GRUMMAN SYSTEMS CORPORATION MASTER MAINTENANCE AGREEMENT

This Agreement is entered into between **Northrop Grumman Systems Corporation**, a Delaware corporation, acting through Northrop Grumman Information Systems Sector, Civil Systems division, with an office at 15010 Conference Center Drive, Chantilly, VA 20151-3801, hereinafter referred to as "Northrop Grumman", and City of **Garden Grove**, 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 this Master Maintenance Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall commence on November 1, 2012, and shall continue for a term of five (5) years.

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).

NORTHROP GRUMMAN SYSTEMS CORPORATION MASTER MAINTENANCE AGREEMENT

The fees for Basic Software Maintenance shall be paid annually in advance. The ODMS charges in Item 2 of Exhibit B of the Northrop Grumman Software Maintenance Sub-Agreement, will be invoiced after the purchase order is issued.

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:
Garden Grove Police Department
Rebecca Meeks
11301 Acacia Parkway
Garden Grove, CA 92842

Northrop Grumman Systems Corporation
Sue Jun
15010 Conference Center Drive
Chantilly, VA 20151-3801

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
NORTHROP GRUMMAN MAKES NO WARRANTIES HEREUNDER, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
- 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

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

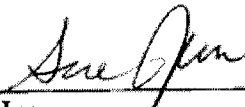
13. ENTIRE CONTRACT

This Agreement and attached Sub-Agreement 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.

City of Garden Grove :

Northrop Grumman Systems Corporation:

Signature of Authorized Representative



Sue Jun
Contracts Administrator

Printed Name

Date

1/11/13

Title

Date

APPROVED AS TO FORM



THOMAS F. NIXON
City Attorney
City of Garden Grove

DATED: _____

1/10/13

NORTHROP GRUMMAN SYSTEMS CORPORATION MASTER MAINTENANCE AGREEMENT

Exhibit "A"

Price and Payment Schedule:

Period No. 6 – November 1, 2012 to October 31, 2013

NG/Altaris Software Maintenance:

CAD	\$38,528.00
System Administration Assistance	\$30,362.00
Database Administration:	<u>\$35,954.00</u>
Total Due, Period No. 6	<u>\$104,844.00</u>

Period No. 7 – November 1, 2013 to October 31, 2014

NG/Altaris Software Maintenance:

CAD	\$40,454.00
System Administration Assistance	\$31,880.00
Database Administration:	<u>\$37,752.00</u>
Total Due, Period No. 7	<u>\$110,086.00</u>

Period No. 8 – November 1, 2014 to October 31, 2015

NG/Altaris Software Maintenance:

CAD	\$42,477.00
System Administration Assistance	\$33,474.00
Database Administration:	<u>\$39,639.00</u>
Total Due, Period No. 8	<u>\$115,590.00</u>

Period No. 9 – November 1, 2015 to October 31, 2016

NG/Altaris Software Maintenance:

CAD	\$44,601.00
System Administration Assistance	\$35,148.00
Database Administration:	<u>\$41,621.00</u>
Total Due, Period No. 9	<u>\$121,370.00</u>

Period No. 10 – November 1, 2016 to October 31, 2017

NG/Altaris Software Maintenance:

CAD	\$46,831.00
System Administration Assistance	\$36,906.00
Database Administration:	<u>\$43,702.00</u>
Total Due, Period No. 10	<u>\$127,439.00</u>

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

SUB-AGREEMENT effective **November 1, 2012**, between **Northrop Grumman Systems Corporation**, a Delaware corporation, acting through Northrop Grumman Information Systems sector, Civil Systems division, hereinafter referred to as Northrop Grumman, 15010 Conference Center Drive, Chantilly, Virginia 20151-3801 and City of **Garden Grove**, hereinafter referred to as 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 Attachment 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. 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. As applicable and required, customer shall be responsible for installing corrections to individual workstations.
2. If problems arise concerning the Software System, Northrop Grumman will provide a reasonable amount of telephone assistance within the schedule stated in Attachment B.
3. As defined in Section 3, if a Priority 1 problem arises from the Software System and the Customer cannot correct them by following system management training and/or 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 (as specified in Attachment B).

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 System which were described in the Functional Specification Design and supplied under the applicable contract and which are not priced separately. Northrop Grumman will

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

provide defect correction software releases as required to maintain the Software System in good working order, and one (1) feature release software upgrade per year at no additional charge.

c. Installation of Corrections, Improvements or Upgrades

Northrop Grumman shall provide changes and installation support to the Software System 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; 800.421.7773. In addition to the normal problem reporting hours, emergencies can be reported twenty-four hours a day, seven days a week through the same 800 line. After normal business hours the call is automatically routed to on-call technicians.

Once reported, 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. 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 1 – Critical

Guaranteed response time of 2 hours; worked continuously until resolved

Software errors that prevent or substantially interfere with operation of the Software System 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
- Workstation failure of a critical workstation; mission critical tasks that cannot be performed on another workstation
- Database failure or performance degradation to the point of inoperability

Priority 2 – High

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Software errors that do not prevent or substantially interfere with operation of the Software 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:

- Workstation failure where there is no alternate workstation for that functionality
- Loss of communications with the mobile data controller, other than such loss due to malfunction occurring outside of the Software System.
- System response times doubling and continuing beyond fifteen (15) minutes, other than such doubling due to malfunction occurring outside of the Software System.

Priority 3 – Medium

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

- Problems which adversely affects the accomplishment of a non-essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.
- Results in user/operator inconvenience without affecting an essential Production capability.

Priority 4 – Low

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
- Documentation
- Request for information

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 obligations in connection with this Agreement are met. This includes the coordination of appropriate schedules in connection with Northrop Grumman's services hereunder, and to serve in providing other coordination activities which are necessary for Northrop Grumman to perform its services hereunder. As applicable and required, coordinator shall also be responsible for distributing software system updates and corrections to the individual Altaris workstations as required.
- b. Customer assigning at least two technically capable individuals, as required by Northrop Grumman to assist Northrop Grumman in performing its services

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

hereunder. These individuals have to be trained by Northrop Grumman and qualified in operating and maintaining the Software System.

- 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 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. It is the Customer's sole responsibility for insuring database maintenance and system management procedures are performed for continuous operation of the CAD, MIS, and Mobile systems. This includes, but is not limited to, performing system and file backups, routine configuration changes, installation of operating system and patches, system and database backups, system and database performance tuning, network problem diagnosis, and system monitoring and preventive maintenance.
- g. The Customer is responsible for all networking, firewall configuration and networking hardware. Implementation of an enterprise-wide solution to Microsoft Windows patch management and anti-virus software deployment and update is strongly encouraged, but is left to the internal information technology operations of the Customer. Prior to implementation or modification, the anti-virus software selected must be verified for compatibility with the Altaris suite of products.
- h. Customer shall coordinate hardware repairs with the appropriate third-party hardware maintenance provider.

5. TERM

The term during which Northrop Grumman shall be obligated to perform under Section 2 shall commence November 1, 2012, and, unless terminated pursuant to the Northrop Grumman Master Maintenance Agreement shall continue for a period of five (5) years. Northrop Grumman and Customer may, by mutual agreement in writing, renew the term or any renewal thereof, for an additional period of one year.

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

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 solely as appropriate as part of the Software System as defined in the "License" Article of the Agreement for the Software System(s).

- EXHIBIT A -

SOFTWARE SYSTEM

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

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

1. The Customer's Altaris Computer Aided Dispatch included in the Master Maintenance Agreement and as defined in the original Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by Northrop Grumman Systems Corporation.

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.
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 rates for forty (40) hour blocks is as follows:

Year 1 - \$10,000
Year 2 - \$10,500
Year 3 - \$11,025
Year 4 - \$11,500
Year 5 - \$12,000

Customer has the option to have the Northrop Grumman Programmer on site. Travel is not included in the rates as defined as above.

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

EXHIBIT C -

SOFTWARE PLUS SUPPORT SERVICES OPTION

System Administration Assistance:

Northrop Grumman will dial in monthly and proactively inspect and resolve any system anomalies including:

1. **Monitor Operating System Information and Diagnostic Logs** - Analyze the information & diagnostic operating system logs and its relevant sub-system(s) to proactively resolve potential problems before they become critical. Insure the Operating System and its dependent layered products are performing and operating at maximum potential to support the Altaris environment.
2. **Cluster Management Monitoring (if applicable)** - Monitor the Cluster operation and adjust any parameter(s) and/or restore or re-build cluster dependent configuration files that could be destroyed in case of a malfunctioning or catastrophic disk failure.
3. **Monitor Space Utilization**- Monitor the free space and insure the system and/or dependent sub-systems are operating with proper free space.
4. **Monitor Backup Procedures**- Insure the proper operating system environment and its associated sub-systems are "safe stored" on backup media in case of a disk or systems failure.
5. **Peripheral Re-configuration**- Provide assistance where peripheral device(s) have failed and have to be re-placed by the hardware vendor and possibly re-configured in case of a related failure, like i.e., terminal servers, remote network printers, and other associated devices that are operating system server related. Northrop Grumman would provide the assistance and/or perform the necessary re-configuration of the devices for the successful operation in the Altaris environment.

NORTHROP GRUMMAN SYSTEMS CORPORATION SOFTWARE MAINTENANCE SUB-AGREEMENT

Database Administration:

The database is the single most critical element of the system. Northrop Grumman's DBA services provide weekly dial-in support and system tuning. Constant monitoring and tuning is vital to minimizing downtime and data loss.

Included in the DBA Services is monthly monitoring the database space, the Alert Log, backup procedures, table spaces and ensuring maximum efficiency in space utilization and minimal space fragmentation.

1. **Monitor Database Space** - If the database is running low on space, the DBA will create additional space within the existing configuration to prevent Oracle database errors. These errors prevent transfers from going across and prevent users from entering additional data.
2. **Monitor Alert Log** - The DBA will check the log file that records problems with the database. The problems reported in the alert log will be addressed.
3. **Ensure Maximum Efficiency in Space Utilization** - The DBA will de-fragment the free space in the database, as needed.
4. **Ensure Minimal Fragmentation in the Space Used** - The DBA will monitor the growth of the database and make proper adjustments to segments. This will result in optimal performance and an efficient use of space.
5. **Monitor Table Spaces** - The DBA will ensure that all table spaces are in proper status and that none of them are left in, the very dangerous, backup status. This would require database recovery in case of a system crash or even a normal shutdown.