



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007
(916) 228-3070 – Fax (916) 228-3079

9:00 a.m.

Tuesday, July 9, 2019

REGULAR MEETING OF THE GOVERNING BOARD
10545 Armstrong Ave – Rooms #384-385
Mather, CA 95655-4102

The Board will convene in open session at 9:00 a.m.

Call to Order

Chairperson

Roll Call of Member Agencies

Secretary

Primary Board Members

Niko King, Chairperson

Deputy Chief, Sacramento Fire Department

Mike McLaughlin, Vice Chairperson

Fire Chief, Cosumnes Fire Department

Chad Wilson, Board Member Tyler

Division Chief, Folsom Fire Department

Wagaman, Board Member

Assistant Chief, Sacramento Metropolitan Fire District

AGENDA UPDATE: An opportunity for Board members to (1) reorder the agenda; and (2) remove agenda items that are not ready for presentation and/or action at the present Board meeting.

PUBLIC COMMENT: An opportunity for members of the public to address the Governing Board on items within the subject matter jurisdiction of the Board. Duration of comment is limited to three (3) minutes.

RECESS TO CLOSED SESSION: Approximately 1 hour (9:00 – 10:00 a.m.)

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

District Negotiator(s)

Kim Bogard, Counsel

Employee Organization(s)

Kylee Soares, Deputy Director, Operations

Teamsters Local 150

Teamsters Local 856

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

a. Discipline/Dismissal/Release (2 matters)

b. Evaluation of Performance: Interim Executive Director

3. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

a. Pursuant to California Government Code Section 54956.9(b)

The Board will meet in closed session to discuss significant exposure to litigation.

Two (2) potential cases

b. Pursuant to California Government Code Section 54956.9(a)

The Board will meet in closed session to discuss one (1) case of pending litigation

Sacramento Regional Public Safety Communications Center v. Tyler Technologies, Inc.

Case No. 2:18-cv-01792-KJM-KJN

RECONVENE TO OPEN SESSION: Begins at 10:00 a.m.

*INDICATES NO ATTACHMENT

CONSENT AGENDA: Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

- | | | |
|---|------|-----|
| 1. Board Meeting(s) Synopsis (June 25, 2019 Workshop & Special Meeting) | Page | 4-9 |
|---|------|-----|

PROPOSED ACTION: Motion to Approve Consent Agenda

ACTION ITEMS:

- | | | |
|---|------|-------|
| 1. Approve Contract Amendment(s) – Northrup Grumman Contract to Upgrade CAD System | | |
| a. Amendment No. 1: Additional Hardware and Related Scope of Work Revisions | Page | 10-18 |
| b. Amendment No. 2: FitGap and Acceptance Criteria and Related Scope of Work Revisions | Page | 19-22 |
| c. Amendment No. 3: Updated Project Payment Milestones Schedule and Related Scope of Work Revisions | Page | 23-24 |
| 2. Approve Three-Party Escrow Agreement between Center, Northrup Grumman and Iron Mountain | Page | 25-37 |

DISCUSSION/POSSIBLE ACTION:

- | | | |
|---|------|-------|
| 1. Discussion/Approval of PAD revision - Two Part-Time Office Specialist Positions Converted to One Full-Time Office Specialist | Page | 38-39 |
|---|------|-------|

INFORMATION:

CENTER REPORTS:

CORRESPONDENCE:

None.

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

BOARD MEMBER COMMENTS:

ADJOURNMENT:

The next scheduled Board Meeting is July 23, 2019.

Location: 10545 Armstrong Ave, Mather, CA 95655-4102

Time: 9:00 a.m.

Distribution: Board Members, Alternates, and Chiefs

**INDICATES NO ATTACHMENT*

Posted at: 10230 Systems Parkway, Sacramento, CA 95827
www.sfecc.ca.gov
10545 Armstrong Ave, Mather, CA 95655-4102

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director's Office at (916) 228-3070. Notification at least 48 hours prior to the meeting will enable the Center to make reasonable arrangements to ensure accessibility to this meeting.

POSTING:

This is to certify that on July 3, 2019, I posted a copy of the agenda:

- at 10230 Systems Parkway, Sacramento, CA 95827
- on the Center's website which is: www.sfecc.ca.gov
- 10545 Armstrong Ave, Mather, CA 95655-4102



SPECIAL GOVERNING BOARD Workshop

June 25, 2019

GOVERNING BOARD MEMBERS

Chris Costamagna, Chairperson	Deputy Chief, Sacramento Fire Department
Mike McLaughlin, Vice Chairperson	Chief, Cosumnes Community Services District
Tyler Wagaman, Board Member	Assistant Chief, Sacramento Metropolitan Fire District
Chad Wilson, Board Member	Division Chief, Folsom Fire Department

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

Marc Bentovoja	Interim Executive Director
Kylee Soares	Deputy Director – Operations
Diane House	Deputy Director - Administration

OTHERS IN ATTENDANCE

Lindsay Moore	Counsel, SRFECC
Cynthia Saylor	Board Member, Sacramento Metropolitan Fire District
Janice Parker	Administrative Analyst, SRFECC

The meeting was called to order and roll call taken at 9:02 a.m.

1. The Pledge of Allegiance was recited.
2. There were no agenda updates.
3. There was no public comment.
4. **CLOSED SESSION:**

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to California Governing Code Section 54957.6

District Negotiator(s)	Lindsay Moore, Counsel Kylee Soares, Deputy Director-Operations
Employee Organization(s)	Teamsters Local 150

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957
The Board will meet in closed session:

- a. Evaluation of Performance: Interim Executive Director
- b. Evaluation of Performance: Deputy Director - Administration

Closed session was convened at 9:02 a.m.

5. OPEN SESSION:

Open session was re-convened at 11:17 a.m.

Counsel reported the Board met in closed session regarding labor negotiations and received a brief update. No action was taken.

The Board also met in closed session to discuss the evaluation of the Interim Executive Director and the Deputy Director – Administration. No action was taken.

6. PRESENTATION/DISCUSSION/POSSIBLE ACTION ITEM

1. Presentation/Discussion Preliminary Budget FY 2019/2020

Deputy Director House provided a Preliminary Budget FY 2019/2020 presentation to the Board.

The Operating Budget for FY 2018/2019 indicates a negative balance of \$94,327 as a result of unexpected costs and expenses.

Investments for FY 2018/2019 indicates capital improvements in the form of signed agreements for stabilization of the CAD hardware and new CAD software upgrade.

This also includes the cost of a Center vehicle for the new Deputy Director and an increase in legal fees related to the Tyler/New World litigation.

Total investments of \$6,959,026, of which we have paid year to date, \$2,587,948 and expect to pay out an additional \$1,513,867. The remainder will be spread out over the next two fiscal years.

With regard to our current cash we have two bank accounts at Umpqua Bank: Operating Budget and Board Reserve for a total of \$3,588,022.

Deputy Director House provided a proposed FY 2019/2020, which included the capital investments which had not been previously included as well as suggestions as to what items could be spread over subsequent years. She also asked the Board for any additional recommendations to optimize the budget.

Chief McLaughlin said he appreciated the way in which the budget had been presented. He went on to say that since we have been pre-approved for CAD financing through Umpqua Bank that we should explore that option.

Assistant Chief Wagaman appreciated the clarity of the budget document. The focus of the Board is on personnel, the infrastructure, CAD and the required servers to support that. He also talked about the need to "tighten our belts" which he felt we have already begun to do.

Deputy Chief Costamagna said he is looking forward to further exploring the finance options through Umpqua Bank.

7. BOARD MEMBER COMMENTS:

There were no Board member comments.

The meeting of the Governing Board was adjourned at 11:28 a.m.

The next regularly scheduled Board Meeting is Tuesday, July 9, 2019, at 9:00 a.m., at Metro Headquarters, 10545 Armstrong Ave – Rooms #320, Mather, CA 95655-4102.

Respectfully submitted,



Clerk of the Board

Chris Costamagna, Chairperson

Mike McLaughlin, Vice Chairperson

SPECIAL GOVERNING BOARD MEETING

June 25, 2019

GOVERNING BOARD MEMBERS

Deputy Chief Chris Costamagna	Sacramento Fire Department
Assistant Chief Tyler Wagaman	Sacramento Metropolitan Fire District
Chief Mike McLaughlin	Cosumnes Community Services District
Division Chief Chad Wilson	Folsom Fire Department

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

Marc Bentovoja	Interim Executive Director
Kylee Soares	Deputy Director – Operations
Diane House	Deputy Director - Administration

OTHERS IN ATTENDANCE

Lindsay Moore	Counsel, SRFECC
Dr. Kevin Mackey	Medical Director, SRFECC
Janice Parker	Administrative Analyst, SRFECC
Jill Short	Representative, Local 856

The meeting was called to order and roll call taken at 1:00 p.m.

1. There were no agenda updates.
2. There was no public comment.
3. The Pledge of Allegiance was recited
4. **CLOSED SESSION:**

Closed session was convened at 1:01 p.m.

1. **PERSONNEL ISSUES***
Pursuant to California Governing Code Section 54957
 - a. Discipline/Dismissal/Release (3 matters)
2. **CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation***
 - a. Pursuant to California Government Code Section 54956.9(b)
The Board will meet in closed session to discuss significant exposure to litigation
Two (2) potential cases
 - b. Pursuant to California Government Code Section 54956.9(a)

The Board will meet in closed session to discuss one (1) case of pending litigation
Sacramento Regional Public Safety Communications Center v. Tyler Technologies, Inc. Case No. 2:18-cv-01792-KJM-KJN

5. **OPEN SESSION:**

Open session was re-convened at 2:03 p.m.

The Board met in closed session and received an update regarding three personnel matters. Direction was given; no action was taken.

During closed session the Board received an update regarding two cases of anticipated potential litigation and an update regarding the pending Tyler/New World litigation; no action was taken.

6. **CONSENT AGENDA:** Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

1. Board Meeting Synopsis (June 11, 2019)

A motion was made by Chief McLaughlin and seconded by Division Chief Wilson to approve the consent agenda.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion carried.

7. **ACTION ITEMS:**

1. Resolution #4-19, Adoption of Preliminary Budget FY 2019/2020

(Copies of the Preliminary Budget, FY 2019/2020 were made available at the Board Meeting)

A motion was made by Chief McLaughlin and seconded by Assistant Chief Wagaman to approve Resolution #4-19, Adoption of Preliminary Budget FY 2019/2020, while giving direction to staff to explore financing for the CAD upgrade.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion carried.

8. **INFORMATION:**

1. Communications Center Statistics

The statistics were contained in the Board packet.

9. **CENTER REPORTS:**

Executive Director Bentovoja

1. Executive Director Bentovoja complimented the dispatchers on their professionalism during the unfortunate events of last week.

2. Policies and procedures are being reviewed and consolidated and revised documents will be brought before the Board for approval.

3. The final totals for 2018 were 200,321 calls, which further supports the efficiency and

professionalism of our dispatching team. They continue to do a great job.

Deputy Director – Operations (Soares)

1. The Center is preparing for the 4th of July with increased staffing.
2. Center personnel have been having conversations with Sacramento Fire in anticipation of the implementation of Battalion 4.
3. We are moving forward with a dispatch academy on July 11th with three recruits.
4. We are working with the EMS chiefs to address move-up matrixes.
5. Congratulations to Jennifer Edwards on her ten year employment anniversary.

Deputy Director – Administration (House)

1. Budget preparation for FY 2019/2020, has recently been the main focus of the Finance team. With the approval of the Preliminary Budget, FY 2019/2020, we can start out the new fiscal year with greater budget detail and better financial reporting for improved transparency.
2. We have successfully updated the Altaris map on the dispatch floor. An update has not been done since 2012. The GIS team worked very diligently with Northrup Grumman to accomplish this upgrade.
3. The Northrup Grumman hardware (with the software already installed) has been installed at the Center and we anticipate “going live” in mid-September.

Medical Director (Dr. Mackey)

1. Of the calls we authorized single resources, 66 of them requested code three (3) transport and we are reviewing these to determine if there is a “common theme” – especially which cards may have been utilized.
2. We will be reviewing the next set of cards with the EMS chiefs.
3. We had 80 firefighters working with the overhead CHP on an all-day cadaver lab where we focused on patient care. We were fortunate to have had the cadavers donated by Teleflex, which saved us close to \$40,000.
4. It is important for us to work with our PIO’s to emphasize the patient care that we provide, particularly when it is a result of special training we have received.
5. July 1 the CCLD change will be implemented which will impact dispatch.
6. August 7th a resuscitation academy will be conducted with a heavy emphasis on dispatch.

10. BOARD MEMBER COMMENTS:

Assistant Chief Wagaman said he was glad that the cadaver lab was a success.

He said he appreciated how well the Preliminary Budget, FY 2019/2020 was prepared by Director House and her team.

Assistant Chief Wagaman said it was a huge success to finally achieve the Northrup Grumman CAD hardware installation.

He expressed his condolences on the loss of Officer O'Sullivan.

Division Chief Wilson also expressed his condolences to Sacramento PD on the death of their officer this week.

He also thanked Center personnel for all their continued efforts.

Division Chief Wilson also told the administrative staff that he was appreciative for the time and energy expended in the preparation of the Preliminary Budget FY 2019/2020.

Chief McLaughlin said that it has been a very difficult past few months at the Center.

Elk Grove Blvd will be closed twice on Thursday due to the funeral and procession of Officer O'Sullivan.

Thank you Marc (Bentovoja) for stepping up to lead the Comm Center and to the Command Staff for continuing to move the Center forward.

He told Deputy Director House how much he appreciated the new format for the Budget.

Chief McLaughlin thanked Dr. Mackey for all his help with CCLD and for utilizing science for provable data to improve our services.

Deputy Chief Costamagna said the death of Officer O'Sullivan was difficult for everyone in the region.

He told Dr. Mackey that he appreciates how he "shines a light" on things in the region.

Thank you Chief Bentovoja for assuming the leadership of the Center. Thank you D/D Soares and D/D House for your continued support and dedication. He also expressed appreciation to Lindsay Moore, Janice Parker and all of the dispatchers for everything they do.

The meeting of the Governing Board was adjourned at 2:27 p.m.

The next regularly scheduled Board Meeting is Tuesday, July 9, 2019, at 9:00 a.m., at Metro Headquarters, 10545 Armstrong Ave – Rooms #320, Mather, CA 95655-4102.

Respectfully submitted,



Janice Parker
Clerk of the Board

Chris Costamagna, Chairperson

Mike McLaughlin, Vice Chairperson

**Amendment No. 1 to the Agreement
Between Sacramento Regional Fire/EMS Communications Center
And Northrop Grumman Systems Corporation**

This Amendment No.1 to the Northrop Grumman Software Amended and Restated Software License and Services Agreement (the “Agreement”) for Computer Aided Dispatch System (CAD) upgrade services is made and entered between the Sacramento Regional Fire/EMS Communications Center (“Customer”) and Northrop Grumman Systems Corporation, doing business through the Northrop Grumman Mission Systems Sector, herein referred to as “Northrop Grumman”.

Customer and Northrop Grumman agree as follows:

1. Strike section 2.3 of the Statement of Work dated March 1, 2019 in its entirety and replace with the following language:

2.3 Proposed Hardware Configuration

Northrop Grumman recommends a virtualized environment for the CommandPoint® installation for SRFEC. The CommandPoint® CAD architecture is designed to serve a wide range of customers with different volumetric inputs.

The proposed solution architecture is illustrated in Figure 2-22. It is implemented in a virtual server environment to provide the following key benefits:

- High availability
- High performance
- Flexibility
- Scalability
- Separate test system
- Separate training system

**Amendment No. 1 to the Agreement
Between Sacramento Regional Fire/EMS Communications Center
And Northrop Grumman Systems Corporation**

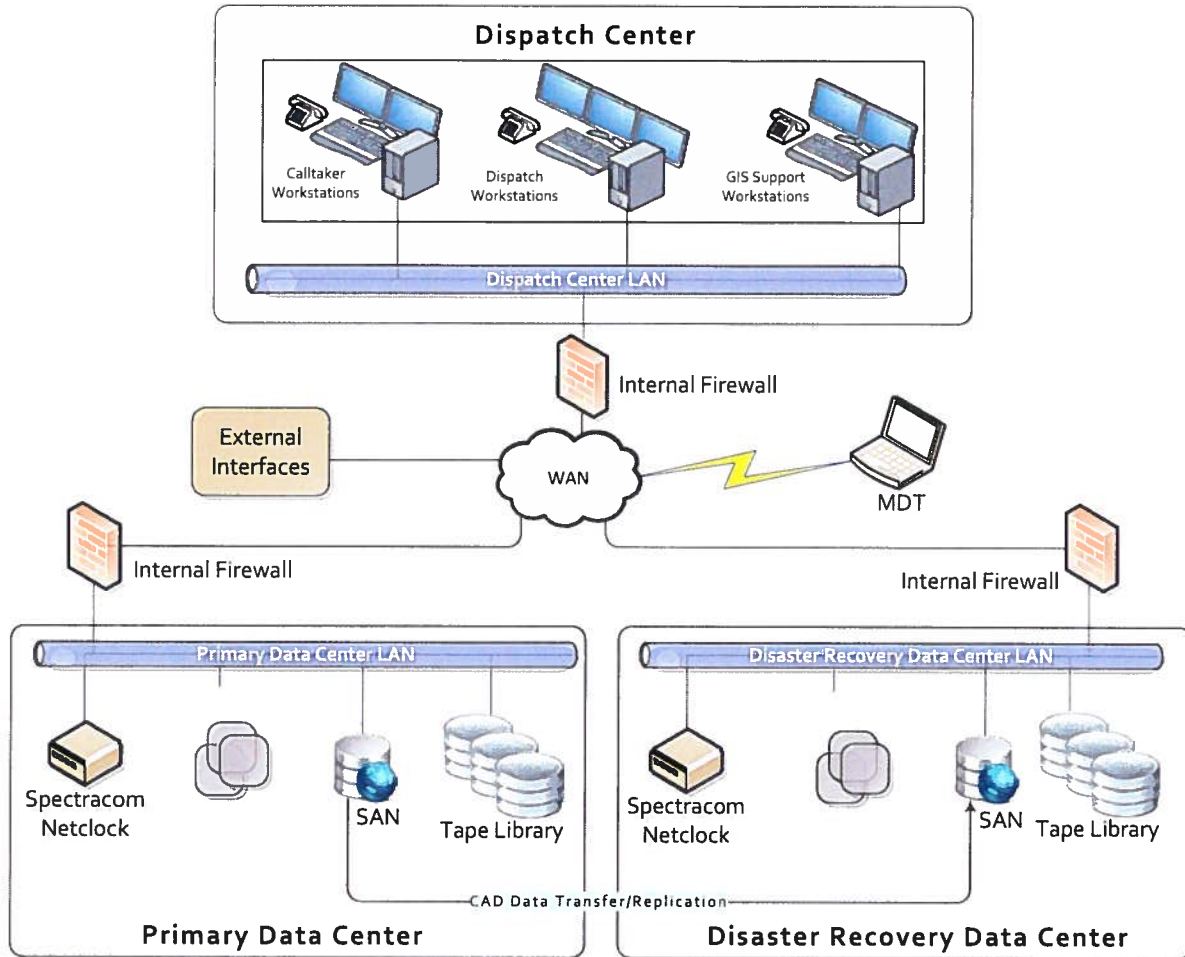


Figure 2-1 Proposed Solution Architecture

Each component of the CommandPoint® system (such as CAD servers, database servers, GIS servers, Services Tier-sized servers) requires sufficient processor, memory, and disk resources to meet the required workloads. As workloads increase or decrease, resources may be repurposed within the virtual server farm.

2.3.1 Server Hardware Requirements

Northrop Grumman recommends a virtual server environment based on VMware vSphere (ESX). Virtualization provides the flexibility to create, manipulate, clone, and recycle servers with minimal effort. This capability allows scheduled maintenance to occur across replicated servers incrementally, ensuring no interruption to live servers.

This environment will allow Northrop Grumman to quickly replicate (or snapshot) a test or staging server prior to applying patches or application updates. If the updates are not working as expected, the virtual server may be “rolled back” until the issue can be resolved. If multiple training classes require use of the same environment, it may be cloned, used for the training class, and then recycled after the training is completed.

**Amendment No. 1 to the Agreement
Between Sacramento Regional Fire/EMS Communications Center
And Northrop Grumman Systems Corporation**

Northrop Grumman will provide the following server and storage hardware to be used for the virtualized CommandPoint® CAD system.

Table 2-1 Northrop Grumman Provided CAD Hardware

Proposed Production Environment	Provided Equipment Details
VMWare Farm Servers (production)	(3) Hewlett Packard Enterprise DL380Gen10 Servers each with: <ul style="list-style-type: none"> • (1) Intel(R) Xeon(R) 4-core CPU @ 3.6GHz • 256 GB Memory • (2) 16Gbit fibre channel controllers • (2) 300GB disk drives • VMware vSphere Enterprise+ • Windows 2016 Datacenter (downgradable to Windows 2012R2)
Management Server (non-production)	(1) Hewlett Packard Enterprise DL380Gen10 Server with: <ul style="list-style-type: none"> • (1) Intel(R) Xeon(R) 4-core CPU @ 3.6GHz • 128 GB Memory • (2) 16Gbit fibre channel controllers • (2) 300GB disk drives • VMware vCenter Standard • Windows 2016 Standard (downgradable to Windows 2012R2)
SAN Storage (Production)	MSA2052 Storage Array containing: <ul style="list-style-type: none"> • (11) 1.2TB SAS drives • (5) 800GB SSD drives • (8) Fiber SAN GBICs
Supporting Equipment	<ul style="list-style-type: none"> • (1) 2m Rack/cabinet with power distribution units, light kit, KVM • (2) 24-port Network switches to support uplinks and private network between servers • (1) LTO7 tape library • 20 LTO7 tapes and barcode labels • SAN Fiber cabling
Proposed Disaster Recovery Environment	Provided Equipment Details
VMWare Farm Servers (production)	(3) Hewlett Packard Enterprise DL380Gen10 Servers each with: <ul style="list-style-type: none"> • (1) Intel(R) Xeon(R) 4-core CPU @ 3.6GHz • 256 GB Memory • (2) 16Gbit fibre channel controllers • (2) 300GB disk drives • VMware vSphere Enterprise+ • Windows 2016 Datacenter (downgradable to Windows 2012R2)
Management Server (non-production)	(1) Hewlett Packard Enterprise DL380Gen10 Server with: <ul style="list-style-type: none"> • (1) Intel(R) Xeon(R) 4-core CPU @ 3.6GHz • 128 GB Memory • (2) 16Gbit fibre channel controllers • VMware vCenter Standard • Windows 2016 Standard (downgradable to Windows 2012R2)
SAN Storage (Production)	MSA2052 Storage Array containing: <ul style="list-style-type: none"> • (11) 1.2TB SAS drives • (5) 800GB SSD drives • (8) Fiber SAN GBICs

**Amendment No. 1 to the Agreement
Between Sacramento Regional Fire/EMS Communications Center
And Northrop Grumman Systems Corporation**

Proposed Production Environment	Provided Equipment Details
Supporting Equipment	<ul style="list-style-type: none"> • (1) 2m Rack/cabinet with power distribution units, light kit, KVM • (2) 24-port Network switches to support uplinks and private network between servers • (1) LTO7 tape library • 20 LTO7 tapes and barcode labels • SAN Fiber cabling

In addition to the hardware listed in Table 2-2, the following items are recommended. If these items are not available, Northrop Grumman can provide a quote, or provide a Bill of Materials for SRFECC to purchase.

- Spectracom Netclock (only if no other NTP compliant time source is available)
- Digi 4-port Terminal Server (only if needed for legacy serial interfaces)

2.3.1.1 Hardware Assumptions

Northrop Grumman proposes to utilize new Servers and storage hardware (listed above) to host the CommandPoint® CAD environment. Certain assumptions will be made regarding the Customer datacenter environment:

- Space for a full 2meter rack/cabinet is available at both the Primary and Disaster Recovery sites
- Proper HVAC and electrical power exist and can be used to support the proposed CAD servers
- Network uplinks from existing Customer switches will be made available to support the new CAD system
- Any needed rack/cabinet seismic bracing will be the responsibility of SRFECC to provide upon initial installation.

If any of the above assumptions are incorrect, Northrop Grumman **will identify the specific issues, and work with SRFECC to determine a solution.**

2.3.2 Software Requirements

The 3rd party software products listed in Table 2-3 will be provided as part of this proposal.

Table 2-2 Provided 3rd Party Software

Software Product	Quantity/Count Provided	Support/Maintenance Provided
Microsoft SQL Server Enterprise Edition	4 Licenses	5 years of Software Assurance
Tableau Desktop Professional	3 Licenses	5 years of support and maintenance
Tableau Web-Server Client	10 Licenses	5 years of support and maintenance
Fortinet FortiADC Load Balancer Virtual Appliance	2 Appliances	5 years of support and maintenance
MicroFocus Performance Agents	10 Agents	5 years of support and maintenance
MicroFocus Data Protector Backup software	2 Starter packs	5 years of support and maintenance

In addition to the hardware requirements listed in Section 2.3.1, the software required for the proposed CommandPoint® upgrade is listed below in Table 2-4.

**Amendment No. 1 to the Agreement
Between Sacramento Regional Fire/EMS Communications Center
And Northrop Grumman Systems Corporation**

Table 2-3 SRF ECC Software Requirements

Proposed Environment	Customer Furnished Software (CFS)
Workstation/GIS Management (GIS administrative workstations)	ArcGIS Desktop (10.5) - 1 license - minimum <ul style="list-style-type: none"> • Setup with 10.5 in order to be in sync with Premier AVS/AVRR) • Needed for AVS/AVRR data creation and maintenance • Setup on GIS administrator machine ArcGIS Pro (2.2 or 2.3) - 1 license - minimum <ul style="list-style-type: none"> • Normally comes with ArcGIS Desktop • Version can be 2.2 or 2.3 • Needed for ViewPoint™ Map creation and maintenance • Setup on GIS Administrator machine
Premier AVS/AVRR and ViewPoint™	Production Primary with Geo Event <ul style="list-style-type: none"> • ArcGIS Enterprise / Server Advanced 10.5 (1 license) Production Secondary with Geo Event <ul style="list-style-type: none"> • ArcGIS Enterprise / Server Advanced 10.5 (1 license) Test / Train <ul style="list-style-type: none"> • ArcGIS Enterprise / Server Advanced 10.5 (1 license)

Of note, the Premier software products are currently supported on Esri version 10.5 with support for later Esri versions on the product roadmap.

2.3.3 Disaster Recovery Environment

A Disaster Recovery environment located at a separate facility is highly recommended. Northrop Grumman understands that SRF ECC already has a backup facility in place. Hardware will be provided (See table 2-2 above) as part of this proposal to support a full CommandPoint® CAD environment at the Disaster Recovery location. The provided Disaster Recovery systems can also be used for testing or training systems as needed.

2.3.4 Virtual Server Farm Configuration

The proposed virtual architecture allows for flexibility and growth. The database and application virtual servers may be dynamically expanded to support periods of high system load. The proposed system can be expanded by adding additional memory, additional SAN storage, and by adding server nodes to the farm.

Table 2-5 provides the Virtual Server Logical view for a typical production environment. Test and Training environments may be scaled down in size and complexity.

Table 2-4 Virtual Server Logical View for a Single Environment

#	Server	No.	Cores	Memory (GB)	Configuration	Description
1.	CAD Tier2	2	2	12	Load Balanced	CAD IIS server
2.	CAD Tier3	2	2	16	Clustered	CAD Application Server
3.	CAD Database	2	2	32	Clustered	CAD Database, Active/Passive configuration
4.	GIS Application	2	2	16	Load Balanced	ArcGIS Server
6.	GIS Database	2	2	16	Clustered	ESRI Database, Active/Passive configuration

**Amendment No. 1 to the Agreement
Between Sacramento Regional Fire/EMS Communications Center
And Northrop Grumman Systems Corporation**

#	Server	No.	Cores	Memory (GB)	Configuration	Description
7.	CADWEB IIS Server	1	2	12	VMware High Availability	CADWEB Server
8.	Viewpoint Application server	2	2	16	Load Balanced	Web services, Real-time communication services, Administration web site, Web clients
9.	Viewpoint Gateway server	2	2	16	Load Balanced	CAD Interface, CAD-CAD
10.	ViewPoint Database server	2	2	32	Load Balanced	Configuration Data
11.	MIS Database	1	2	32	VMware High Availability	MIS Database
12.	EAVL Application	2	2	16	Clustered	Enterprise AVL Application
13.	Active Directory/Management	2	1	4	Standalone/Replicated	Optional if customer has a suitable active directory environment

2.3.5 Workstation Hardware Specifications

Table 2-6 shows the provided workstation specifications. A quantity of 13 workstations will be provided as part of this proposal, and each will have three displays to allow for maximum flexibility.

Table 2-5 Provided Workstation Specifications

Component	Recommendation
Processor	Quad-core Intel Xeon 3GHz
Memory	16 GB
Hard drive	250 GB
Network Card	1 Gb/s
Operating System	MS Windows 10 64-bit
Graphics Card	NVIDIA Quadro K2200 (support for up to 4 monitors)
Monitors	3 monitors that support 1440x900 or higher resolution
Additional Software	.NET Framework 4.6.2 or higher

2.3.6 Automated Local Failover and Recovery for High Availability

Northrop Grumman’s proposed solution minimizes system downtime with a robust architecture that is capable of surviving unplanned hardware failures and provides operating system redundancy to reduce downtime when applying software updates and patches.

The Microsoft Cluster Service (MCS) can detect problems at the operating system layer and switch over to a backup node with minimal service disruption. The use of automated failover clustering minimizes recovery time when an unplanned application outage occurs. Other recovery methods, such as VMWare High Availability alone, take longer to recover an application.

**Amendment No. 1 to the Agreement
Between Sacramento Regional Fire/EMS Communications Center
And Northrop Grumman Systems Corporation**

Failover clustering provides two separate copies of the operational system: application executable and configuration files. Should an operator action or application corruption cause an outage, the application and database can immediately be restarted on the backup cluster node, where a separate copy of these files exist. A fault-tolerant solution running a single operational system image would not provide this option; the corruption would have to be repaired manually. Database files are stored on shared SAN at each site so that local failover systems access the same data.

From a system maintenance perspective, failover clustering reduces the outage window required when patching servers or while installing new releases of an application. In either of these situations, the old versions can remain on the backup cluster node. This eliminates rollback time should problems be discovered. Conversely, in a fault-tolerant solution running a single OS image, all changes must be manually backed out.

Table 2-7 summarizes the key features and benefits of the recommended architecture.

Table 2-6 System Architecture Features

Feature	Benefit
Failover clustering for CAD applications	High availability. Faster failover times can be achieved with a failover cluster than with virtualization alone. Minimizes single point of failure. Multiple copies of application and database binaries are available to protect against deletion or corruption.
Use of VMware to virtualize server environments	Significant reduction in physical server count, as compared to a non-virtualized environment. Increased flexibility: rapid replication of test and training environments as needed. Increased manageability: Virtual Center Server provides single-screen management for the entire virtual environment. Allows quick access to individual machines.
User of Microsoft Cluster Service environment for CommandPoint® CAD database applications	High availability for CAD database, CAD read-only database, GEO database, GEO read-only database
Use of Load Balancer environment for application service providers	High availability for CAD provider elements, e.g. CADIIS, CADWEB, GEOAPP
Separate MIS reporting database	Allows instant access to online incident data. Separate database ensures that reports and queries do not affect CAD. Data mining and tactical analysis will not affect CAD.
Shared SAN storage array	High performance, due to spreading data over large number of disk spindles. High availability due to use of RAID and multiple hot spare drives. Flexibility to add new storage on the fly, or to expand existing storage with no disruption to the applications. Flexibility to add servers without interruption to the applications.
Redundant network cards	Loss of a network card, cable, or network switch will not cause an application outage. Minimizes single points of failure.
Redundant storage controllers	Loss of a storage controller will not cause an application outage. Minimizes single points of failure.
Redundant power supplies and fans	Loss of an internal component will not cause an application outage. Minimizes single points of failure.

**Amendment No. 1 to the Agreement
Between Sacramento Regional Fire/EMS Communications Center
And Northrop Grumman Systems Corporation**

2.3.7 Continuity of Operations/Disaster Recovery

Northrop Grumman's proposed solution will confirm that CAD system operation can continue even in the event that the primary CAD system (or entire primary facility) is unavailable. As CAD transactions are posted to the primary system, the data is also sent to a backup system (located at a secondary site) and applied in near real time. This is accomplished by an automated process of applying database transactions to the Disaster Recovery copy of the database.

SRFECC already has a Disaster Recovery location, and this proposal will provide the required server and storage resources to support the proposed DR solution.

2. In Section 4 (Assumptions), Strike the following:
 27. A list of assumptions surrounding the use of the Customer's existing hardware are detailed in Section 2.3.1.1.
3. Strike Section 6 (Customer-Furnished Equipment) in its entirety.
4. All other Terms and Conditions of the Agreement, except as specifically changed hereby, shall remain in full force and effect.
5. As needed, Northrop Grumman will re-number tables and figures in the rest of the SOW to ensure the added or changed content does not create duplicate references.

Price and Payment Schedule:

Total Price for Amendment 1:	\$512,171.00	
Total Implementation Price:	<u>\$1,720,047.00</u>	
New Sub-Total	\$2,232,218.00	– Implementation from Original Agreement
Annual O&M	\$271,515.00	– From Original Agreement
New Total	<u>\$2,503,733.00</u>	

Payment Schedule for Amendment 1:

- 60% due upon contract signing or issuance of Purchase Order - \$307,303.00
- 40% due upon delivery and installation of the new Server, SAN and Workstation hardware - \$204,868.00

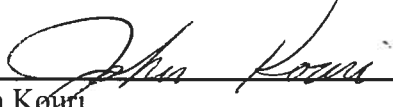
**Amendment No. 1 to the Agreement
Between Sacramento Regional Fire/EMS Communications Center
And Northrop Grumman Systems Corporation**

IN WITNESS WHEREOF, the parties hereto have executed this amendment, the day and year written below.

**Sacramento Regional Fire/EMS
Communications Center:**

Northrop Grumman Systems Corporation:

Signature of Authorized Representative



John Kouri
Contracts Administrator

Printed Name

6/3/2019

Date

Title

Date

**Amendment No. 2 to the SRFECC
AMENDED AND RESTATED
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Amendment No. 2 SRFECC AMENDED AND RESTATED SOFTWARE LICENSE AND SERVICES AGREEMENT dated March 29, 2019 (the “Agreement”) for Computer Aided Dispatch System (CAD) upgrade services is made and entered between the Sacramento Regional Fire/EMS Communications Center (“Center” or “Customer”) and Northrop Grumman Systems Corporation, doing business through Northrop Grumman Mission Systems Sector, herein referred to as “Northrop Grumman”.

Customer and Northrop Grumman agree as follows:

1. Strike section 3.5.2 in its entirety and replace with the following language:

3.5.2 System Installation and Fit-Gap Tasks and Acceptance Criteria

3.5.2.1 System Installation

Northrop Grumman engineers will install all baseline server software and begin configuring the Mobility screens and interface output formats. Software will be installed on VM environments provided by SRFECC for use during an initial Fit-Gap process described below. This is the first area where system build outs run into unplanned delays, so schedule margin has been set aside to account for issues surrounding incorrect configurations, network configuration, and access to key personnel. Once the core systems are installed and baseline configurations are in place, the Site Engineer will conduct a baseline COTS CAD product demonstration confirming that all licenses have been properly installed and demonstrate the ability to support data configuration.

Acceptance Criteria: This demonstration will constitute acceptance of the System Installed at Site payment milestone. This milestone also marks the beginning of annual O&M support as the beginning of training marks the start of the system being treated as a mission critical system

3.5.2.2 Fit-Gap

Northrop Grumman will work with SRFECC to establish a baseline system that includes a subset of SRFECC configuration data migrated from the COBOL CAD to establish CAD functionality for call taking and dispatching.

Once this is complete, Northrop Grumman will conduct a two-week on-site training session with SRFECC staff covering:

CAD/Map/Mobility System Configuration

CAD/Map/Mobility User/Functional documentation

CAD/Map/Mobility General Use

This will set up SRFECC users to begin running operational scenarios through the CommandPoint® system over a 7 week period as follows:

**Amendment No. 2 to the SRFECC
AMENDED AND RESTATED
SOFTWARE LICENSE AND SERVICES AGREEMENT**

- Weeks one and two will be focused on SRFECC staff attempting to accomplish routine tasks with Northrop Grumman staff available Monday-Thursday to respond to email and phone questions. On Friday, all stakeholders will get together to discuss potential gaps and solutions and reinforce any training needed to get ready for deeper discussions
- Week three will have Northrop Grumman CAD experts come on site to work side-by-side with the SRFECC staff to understand gaps, demonstrate suggested alternate functionality, and collaborate on solutions where alternate functionality was still lacking
- Week four will be held in reserve as schedule margin
- Week five will be similar to weeks one and two except with more focus on advanced tasks and fire response edge cases
- Week six is set aside for Northrop Grumman to create responses to all identified system gaps
- Week seven will be an on-site collaborative review of the gap closure proposals to achieve a completed report of requested changes to submit to the project steering committee.

It is assumed that the result of the Fit-Gap process will be Time-and-Material change orders to address gaps, so additional schedule time will be set aside to accomplish those tasks.

=====End SOW Changes=====

- Add 20 days of additional schedule margin after Train-The-Trainer portion of the schedule in order to push go live into late October past the end of the main fire season.

The following tasks will be added into the IMS and the schedule re-baselined to the new target go-live.

WBS	Task Name	Duration	Start	Finish
2.5	Fit-Gap Exercise	65 d	Mon 9/23/19	Fri 12/20/19
2.5.1	Pull System Image	2 d	Mon 9/23/19	Tue 9/24/19
2.5.2	Create VM Images	3 d	Wed 9/25/19	Fri 9/27/19
2.5.3	Migrate Data	14 d	Mon 9/30/19	Thu 10/17/19
2.5.4	Final Data Review with SRFECC	1 d	Fri 10/18/19	Fri 10/18/19
2.5.5	Power User Orientation	10 d	Mon 10/21/19	Fri 11/1/19
2.5.6	Week 1 System Exploration	4 d	Mon 11/4/19	Thu 11/7/19
2.5.7	Week 1 Findings Review	1 d	Fri 11/8/19	Fri 11/8/19
2.5.8	Week 2 System Exploration	4 d	Mon 11/11/19	Thu 11/14/19
2.5.9	Week 2 Findings Review	1 d	Fri 11/15/19	Fri 11/15/19
2.5.10	Week 3 On-Site Working Session	5 d	Mon 11/18/19	Fri 11/22/19
2.5.11	Schedule Margin (Week 4)	5 d	Mon 11/25/19	Fri 11/29/19
2.5.12	Week 5 Final System Exploration	4 d	Mon 12/2/19	Thu 12/5/19
2.5.13	Week 5 Findings Review	1 d	Fri 12/6/19	Fri 12/6/19
2.5.14	Week 6 Creation of response to gaps	5 d	Mon 12/9/19	Fri 12/13/19
2.5.15	Week 7 On-Site review of proposed solutions	5 d	Mon 12/16/19	Fri 12/20/19

**Amendment No. 2 to the SRFECC
AMENDED AND RESTATED
SOFTWARE LICENSE AND SERVICES AGREEMENT**

WBS	Task Name	Duration	Start	Finish
2.5.16	Fit-Gap Complete	0 d	Fri 12/20/19	Fri 12/20/19

WBS	Task Name	Duration	Start	Finish
3.2	Fit-Gap Solution Implementation (T&M)	70 d	Mon 12/23/19	Fri 3/27/20
3.2.4	Holiday Break	10 d	Mon 12/23/19	Fri 1/3/20
3.2.1	Sprint #1 and 2	20 d	Mon 1/6/20	Fri 1/31/20
3.2.1.1	Organizational Commitments	3 d	Mon 1/6/20	Wed 1/8/20
3.2.1.2	Gap Prototype #1	17 d	Thu 1/9/20	Fri 1/31/20
3.2.2	Sprint #3 & 4	20 d	Mon 2/3/20	Fri 2/28/20
3.2.2.1	Organizational Commitments	3 d	Mon 2/3/20	Wed 2/5/20
3.2.2.2	Gap Prototype #2	17 d	Thu 2/6/20	Fri 2/28/20
3.2.3	Sprint #5 and 6	20 d	Mon 3/2/20	Fri 3/27/20
3.2.3.1	Organizational Commitments	3 d	Mon 3/2/20	Wed 3/4/20
3.2.3.2	Final Gap closure release	17 d	Thu 3/5/20	Fri 3/27/20

WBS Task 6.5 will be changed to add the additional 20 days of schedule margin

WBS	Task Name	Duration	Start	Finish
6.5	Schedule Margin	40 d	Fri 8/28/20	Thu 10/22/20

2. Price and Payment Schedule.

The price to be paid by the Center to Northrop Grumman for these services shall be \$199,381.00 and shall be invoiced as follows:

50% Upon Amendment signing or issuance of Purchase Order	\$99,690.50
50% Upon Delivery of Final Fit-Gap Report	<u>\$99,690.50</u>
Total	<u>\$199,381.00</u>

3. All other Terms and Conditions of the Agreement, except as specifically changed hereby, shall remain in full force and effect.

**Amendment No. 2 to the SRFECC
AMENDED AND RESTATED
SOFTWARE LICENSE AND SERVICES AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this amendment, the day and year written below.

**Sacramento Regional Fire/EMS
Communications Center:**

Northrop Grumman Systems Corporation:

Signature of Authorized Representative

John Kouri
Contracts Manager

Printed Name

Date

Title

Date

Amendment No. 3 to the SRFEC
AMENDED AND RESTATED
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Amendment No. 3 to SRFEC AMENDED AND RESTATED SOFTWARE LICENSE AND SERVICES AGREEMENT dated March 29, 2019 (the “Agreement”) for Computer Aided Dispatch System (CAD) upgrade services is made and entered between the Sacramento Regional Fire/EMS Communications Center (“Center” or “Customer”) and Northrop Grumman Systems Corporation, doing business through Northrop Grumman Mission Systems Sector, herein referred to as “Northrop Grumman”.

Customer and Northrop Grumman agree as follows:

1. The parties recognize that they have executed Amendment 1 – CommandPoint® Hardware in the amount of \$512,171.00;
2. The parties recognize that they have executed Amendment 2 – Fit/Gap Process for CommandPoint® CAD in the amount of \$199,381.00.

Now, therefore the parties agree that the Payment Schedule, as contained in Exhibit 1: Northrop Grumman Statement of Work is amended to be as reflected in Exhibit “A” to This Amendment 3.

All other Terms and Conditions of the Agreement, except as specifically changed hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment, the day and year written below.

**Sacramento Regional Fire/EMS
Communications Center:**

Northrop Grumman Systems Corporation:

Signature of Authorized Representative

John Kouri
Contracts Manager

Printed Name

Date

Title

Date

**Amendment No. 3 to the SRFECC
AMENDED AND RESTATED
SOFTWARE LICENSE AND SERVICES AGREEMENT**

Exhibit "A"

Description	% of Original Contract	Amount	Estimated Date
<u>Task</u>	-		
Project Start-Signing of Contract	30%	\$516,014.00	4/1/2019
Project Initiation-Conduct Kickoff Meeting	10%	\$172,005.00	7/12/2019
Contract Amendment #1 - Hardware			
Milestone 1: 60% upon signing CA#1	N/A	\$307,302.60	7/12/2019
Milestone 2 - 40% upon delivery and installation of all hardware	N/A	\$204,868.40	3/27/2020
System Installation at Site	20%	\$344,009.00	4/17/2020
Contract Amendment # 2 - Fit/Gap			
Milestone 1: 50% upon signing CA#2	N/A	\$99,690.50	7/12/2019
Milestone 2 - 50% upon delivery of the Fit/Gap report by NG	N/A	\$99,690.50	12/20/2019
Complete System Readiness Demo	20%	\$344,009.00	10/22/2020
Completion of Northrop Grumman Training	5%	\$86,002.00	12/7/2020
Go-Live	10%	\$172,005.00	12/12/2020
Final Acceptance	5%	\$86,002.00	12/29/2020
Total Invoices - Implementation		\$2,431,598.00	
<u>NG Maintenance</u>	-		
Annual O&M Payment		\$271,515.00	9/1/2019
TOTAL:		\$2,703,113.00	

Exhibit Q

Escrow Deposit Questionnaire

Deposit Account Number	
-------------------------------	--

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification Services, a completed Deposit Questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Technical Contact Information

List the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Company Name	Northrop Grumman Systems Corporation
Print Contact Name	John Kouri
Address 1	7575 Colshire Drive
City	McLean
State/Province	Virginia
Postal/Zip Code	22102
Telephone	(703) 556-1351
Email Address	John.kouri@ngc.com

Instructions

Complete the questionnaire in its entirety by answering every question accurately. Upon completion, return the questionnaire to the beneficiary asking for its completion, or e-mail it to your Iron Mountain Solution Sales Representative.

General Description (Required) – Please answer all questions.

What is the general function of the software (i.e. the deposit) to be placed into escrow?	Computer Aided Dispatch of Public Safety resources (Fire, EMS)
Is this a SaaS (cloud) based application or on-premises?	On Premises
On what media will the source code be delivered?	Electronic SFTP Submission
If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?	N/A
If the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS (e.g. tar, cpio, etc.) or commercial (e.g. Backup Exec, NetBackup, ArcServ etc.) were used to load the data; if a third	N/A

party or commercial software tool was used, specify the vendor and exact version of the tool used.	
Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, specify the Vendor and tool and exact version used.	Clear text/native file system format
Is the deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary userid's, passwords or encryption keys be provided to extract the software?	Yes, the deposit will be encrypted in a WinZip v22 archive with passwords provided to extract the software.
What is the total uncompressed size of the deposit in megabytes?	Approximately 3.2 GB (TBD)

Requirements for the Assembly of the Deposit (Required) – Please answer all questions.

Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the deposit (e.g. – C++, Java, etc.)	C#, C++, C, Java, Java Script, Python, SQL, TSQL, Undirected graph. All parts are interdependent and required for full functionality of the system.
How many build processes are there?	3 build processes
How many unique build environments are required to assemble the material in the deposit into the deliverables?	2 build environment
What hardware is required for each build environment to compile the software (including memory, disk space, etc.)?	x86_64 hardware, 16 GB memory, 200 GB disk space
What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?	Windows 10 is used for compilation. Yes, the software is executed other Windows versions.
How many separate deliverable components (executables, share libraries, etc.) are built?	500 - 1000
What compilers/linkers/other tools (brand and version) are necessary to build the application?	MS Visual Studio 2015, Serena Configuration Builder v7.5
What, if any, third-party libraries are used to build the software? Specify vendor, tool name and exact or minimum required version. If multiple build environments are required, specify for which environment each tool is required.	Curl Libraries, Oracle Libraries, ESRI Libraries, Syncfusion
If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation? If not already identified above, provide the vendor and version of the required database.	No, a static instance is sufficient
How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?	2 hours and 2 hours of human interaction

Does the deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?	No
--	----

Requirements for the Execution of the Software Protected by the Deposit - (Required) – Please answer all questions.

What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.); include any additional peripheral devices that may be necessary to support correct function of the software/system.	x86_64 hardware, 16 GB memory, 200 GB disk space
What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?	2 machines running Window 10
Beyond the operating systems, what additional third party software and tools are required to execute the software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing. If multiple machines are required to support testing, identify the software to be installed to each machine.	Oracle 12c and ESRI ArcGIS Server
Is a database of any kind required to support functional testing of the software? If so, provide the vendor and version required.	Oracle 12c
If a database is required, does the deposit contain or can the depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing. Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic.	Yes
Including the installation of any software tools required to support the function of the software, approximately how much time is required to setup and configure a system suitable to support functional testing?	A few hours
Approximately how much time would be required to perform a set of limited tests once a test system is configured?	A few hours
Does the deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?	No
With the exception of any database identified above, are any connections to external data sources, feeds or sinks required to support the proper functioning of the software and to support software testing?	No

For additional information about Iron Mountain Technical Verification Services, please contact our Iron Mountain Solution Sales Representative.



Effective Date	
Deposit Account Number	
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

Three-Party Escrow Service Agreement

1. Introduction

This Three Party Escrow Service Agreement (the “**Agreement**”) is entered into by and between **Northrop Grumman Systems Corporation**, acting through its Mission Systems Sector (the “**Depositor**”), and **by Sacramento Fire/EMS Communications Center**, (the “**Beneficiary**”) and by Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a “**Party**” or collectively as the “**Parties**” throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached to this Agreement (“**Services**”). A Party shall request Services under this Agreement by selecting such Service on Exhibit A upon execution of the Agreement or by submitting a work request for certain Iron Mountain Services (“**Work Request**”) via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the “**Iron Mountain Website**”).
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement (“**License Agreement**”) conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

- (a) It shall be solely the Depositor’s responsibility to: (i) make an initial deposit of all proprietary technology and other materials covered under this Agreement (“**Deposit Material**”) to Iron Mountain within thirty (30) days of the Effective Date; (ii) make any required updates to the Deposit Material during the Term (as defined below) of this Agreement; and (iii) ensure that a minimum of one (1) copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached to this Agreement as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain’s proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain’s obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain’s inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) It shall be solely the Beneficiary’s responsibility to monitor whether a deposit or deposit update has been accepted by Iron Mountain.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the “**Authorized Person(s)/Notices Table**” below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.

- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. Either Depositor or Beneficiary may obtain information regarding deposits or deposit updates upon request or through the Iron Mountain Website.
- (d) Iron Mountain will follow the provisions of Exhibit C attached to this Agreement in administering the release of Deposit Material.
- (e) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (g) Should transport of Deposit Material be necessary for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement or following the termination of this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Deposit Material Verification

- (a) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached to this Agreement and Depositor consents to Iron Mountain's performance of any level(s) of such Services. Upon request by Iron Mountain and in support of Beneficiary's request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel whenever reasonably necessary.
- (b) The Parties consent to Iron Mountain's use of a subcontractor to perform verification Services. Such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor warrants and Beneficiary warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for Iron Mountain to perform verification of the Deposit Material.
- (c) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. Provided that the requesting Party has identified in the verification Work Request or SOW that the Deposit Material is subject to the regulations of the International Traffic in Arms Regulations (22 CFR 120)(hereinafter "**ITAR**"), Iron Mountain shall ensure that any subcontractor who is granted access to the Deposit Material for the performance of verification Services shall be a U.S. Person as defined in 8 U.S.C. 1101(a)(20) or who is a protected person as defined in 8 U.S.C. 1324b(a)(3). After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth in the SOW. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

6. Payment

The Party responsible for payment designated in the Paying Party Billing Contact Table ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

7. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("**Initial Term**") and will automatically renew for additional one (1) year terms ("**Renewal Term**") (collectively the "**Term**"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement

terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. The Effective Date and the Deposit Account Number shall be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.

- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return physical Deposit Material to the Depositor and erase electronically submitted Deposit Material. If reasonable attempts to return the physical Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 10) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

8. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defense of such claim or action or enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

9. Warranties

IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A COMMERCIALY REASONABLE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material and use at least the same degree of care to safeguard the confidentiality of the Deposit Material as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order or subpoena. It shall be the responsibility of Depositor or Beneficiary to challenge any such order or subpoena; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order or subpoena. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any order or subpoena, at such Party's expense.

11. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 8, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO \$100,000 (USD).

12. **Consequential Damages Waiver**

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. **General**

- (a) **Purchase Orders.** In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (b) **Right to Make Copies.** Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the requesting Party. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (c) **Choice of Law.** The validity, interpretation, and performance of this Agreement shall be construed under the laws of the Commonwealth of Massachusetts, USA, without giving effect to the principles of conflicts of laws.
- (d) **Authorized Person(s).** Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("**Authorized Person**") who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. Depositor and Beneficiary warrant that they shall maintain the accuracy of the name and contact information of their respective designated Authorized Person during the Term of this Agreement by providing Iron Mountain with a written request to update its records for the Party's respective Authorized Person which includes the updated information and applicable deposit account number(s).
- (e) **Right to Rely on Instructions.** With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person. In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person, officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (f) **Force Majeure.** No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) **Notices.** Iron Mountain shall have the right to rely on the last known address provided by each the Depositor and Beneficiary for its respective Authorized Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments, may be sent electronically or by regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or commercial express mail.
- (h) **No Waiver.** No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (i) **Assignment.** No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (j) **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
- (k) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

- (l) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, discovery requests, and disputes arising solely between Depositor and Beneficiary, including, but not limited to, disputes concerning a release of the Deposit Material shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary.
- (m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) Disputes. Any dispute, difference or question arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. Arbitration will take place in Boston, Massachusetts, USA. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address.
- (o) Interpleader. Anything to the contrary notwithstanding, in the event of any dispute regarding the interpretation of this Agreement, or the rights and obligations with respect to the Deposit Material in escrow or the propriety of any action contemplated by Iron Mountain hereunder, then Iron Mountain may, in its sole discretion, file an interpleader or similar action in any court of competent jurisdiction to resolve any such dispute.
- (p) Regulations. Depositor and Beneficiary each represent and covenant that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the Deposit Material or the Services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including, but not limited to ITAR, any export control and economic sanctions or government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement; and (iii) it will not take any action that will cause Iron Mountain to be in violation of such laws and regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Depositor will not provide Iron Mountain with Deposit Material that is subject to export controls and controlled at a level other than EAR99/AT. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Iron Mountain is responsible for and warrants, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations to the extent that it is directly regulated by the law, rule or regulation and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to the law, rule or regulation.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all of the Parties.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all attached Exhibits and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement. Each of the Parties warrant that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its organization as named in this Agreement. This Agreement may be modified only by mutual written agreement of all the Parties.
- (s) Counterparts. This Agreement may be executed electronically in accordance with applicable law or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 7 (Term and Termination), 8 (Infringement Indemnification), 9 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached to this Agreement.

(BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name	John Kouri	Print Name	Linda Biagi
Title	Contracts Manager	Title	Project Manager
Date		Date	07/02/2019

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	

(BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – NOTICES TABLES AND EXHIBITS FOLLOW)

Authorized Person Notices Table			
Please provide the names and contact information of the Authorized Persons under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		BENEFICIARY (Required information)	
Print Name	John Kouri	Print Name	Linda Biagi
Title	Contracts Manager	Title	Project Manager
Email Address	John.kouri@ngc.com	Email Address	lbiagi@srfecc.ca.gov
Street Address	7575 Colshire Drive	Street Address	10230 Systems Parkway
City	McLean	City	Sacramento
State/Province	Virginia	State/Province	CA
Postal/Zip Code	22102	Postal/Zip Code	95827
Country	USA	Country	USA
Phone Number	(703) 556-1351	Phone Number	916-228-3070
Fax Number	(844) 603-	Fax Number	916-228-3079

Paying Party Billing Contact Information Table (Required information)	
Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.	
Company Name	Sacramento Regional Fire/EMS Communications Center
Print Name	Linda Biagi
Title	Project Manager
Email Address	AccountsPayable@srfecc.ca.gov
Street Address	10230 Systems Parkway
City	Sacramento
State/Province	CA
Postal/Zip Code	95827
Country	USA
Phone Number	916-228-3070
Fax Number	916-228-3079
Purchase Order #	4684241

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit A
Escrow Services Fee Schedule – Work Request

Deposit Account Number	
-------------------------------	--

Service	Service Description - Three-Party Escrow Service Agreement	One-Time/Per Service Fees	Annual Fees
<input checked="" type="checkbox"/> Setup Fee (Required at Setup)	One-time Setup Fee for Iron Mountain to setup a standard Three-Party Escrow Service Agreement.	\$2,600	
<input checked="" type="checkbox"/> Deposit Account Fee (Required at Setup)	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,200
<input checked="" type="checkbox"/> Beneficiary Fee (Required at Setup)	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status.		\$900
<input checked="" type="checkbox"/> File List Test	Iron Mountain will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. Deposit must be provided on CD, DVD-R, or deposited electronically.	\$3,000	N/A
<input type="checkbox"/> Level 1 Inventory and Analysis Test	Iron Mountain will perform one (1) Inventory and Analysis Test on the specified deposit, which includes the outputs of the File List Test, identifying the presence/absence of build, setup and design documentation (including the presence or absence of a completed escrow deposit questionnaire), and identifying materials required to recreate the Depositor's application development and production environments. Output includes a report that includes compile and setup documentation, file classification tables and file listings. The report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, and Iron Mountain's analysis of the deposit. A final report will be sent to the requesting Party regarding the Deposit Material.	\$6,000 or based on SOW if custom work required	N/A
<input type="checkbox"/> Dual Vaulting	Iron Mountain will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$750
<input type="checkbox"/> Remote Vaulting	Iron Mountain will store and manage the Deposit Material in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$750
<input type="checkbox"/> Custom Contract Fee	Custom contract changes to Iron Mountain templates are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$900	N/A
Additional Verification Services (Fees based on Statement of Work)			
Level 2 Deposit Compile Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform a Deposit Compile Test, which includes the outputs of the Level 1 - Inventory and Analysis Test, plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, providing a pass/fail determination, and creation of comprehensive compilation documentation with a final report sent to the Paying Party regarding the Deposit Material. The requesting Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 3 Binary Comparison Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the Level 2 test, a comparison of the executable files built from the Deposit Compile Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 4 Full Usability Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes which includes the outputs of the Level 1 and Level 2 tests (if applicable). Iron Mountain will confirm that the deposited application can be setup, installed and configured and, when installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

Paying Party – For Future Work Request Use Only	
Paying Party Name	
Signature	
Print Name	
Title	
Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All Work Requests should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit B

Deposit Material Description

(This document must accompany each submission of Deposit Material)

Company Name	Northrop Grumman Systems Corp.	Deposit Account Number	
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> USB Drive	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape(4mm/8mm)		<input type="checkbox"/> Hard Drive / CPU	
<input type="checkbox"/> LTO Tape		<input type="checkbox"/> Circuit Board	
<input type="checkbox"/> Other (please describe):			

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit. Depositor at its option may submit passwords on a separate Exhibit B.

Encryption tool name		Version	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to certify and provide your contact information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.		
Print Name		Name	
Date		Date	
Email Address			
Telephone Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
 Attn: Vault Administration
 6111 Live Oak Parkway
 Norcross, GA 30093
 Telephone: 800-875-5669
 Facsimile: 770-239-9201

Exhibit C

Release of Deposit Material

Deposit Account Number	
------------------------	--

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 13(g) Notices.

1. Release Conditions.

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):

- (i) Depositor’s breach of the License Agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
- (ii) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
- (iii) Depositor is subject to voluntary or involuntary bankruptcy.

2. Release Work Request.

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. To the extent that the Deposit Material is subject to applicable U.S. export control regulations and laws, including ITAR, the Beneficiary Work Request to release the Deposit Material must include Beneficiary’s certification that such release would be compliant with the applicable U.S. export control regulations and laws, including ITAR. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor’s Authorized Person.

3. Contrary Instructions.

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor’s Authorized Person shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary’s Authorized Person. Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Persons that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) instructions from Depositor to release the Deposit Material to Beneficiary; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor’s Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction. The existence of a Release Condition dispute shall not relieve the Paying Party from payment of applicable Service Fees.

4. Release of Deposit Material.

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person or receives written instructions directly from Depositor’s Authorized Person to release a copy of the Deposit Material to the Beneficiary, Iron Mountain is authorized to release Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement Upon Release.

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.

6. Right to Use Following Release.

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.



SRFECC POSITIONS & AUTHORIZATION DOCUMENT (PAD)

Budget: FY 19/20

SUMMARY				
Full-time (FTE) Positions				
	FY - 18/19 (Budgeted) Positions	FY - 19/20 (Budgeted) Positions		
Office of the Director	5	5		
Operations	40	40		
Information Technology (IT)	6	6		
Administrative	4	4		
Total	55	55		

NOTES:



SRFECC POSITIONS & AUTHORIZATION DOCUMENT (PAD)

Budget: FY 19/20

CENTER MANAGEMENT					
Position	FY - 18/19 (Budgeted) FTE Positions	FY - 19/20 (Budgeted) FTE Positions	Part Time	Volunteer	Comments
Executive Director	1	1			
Communications Manager	1	1			Current- Deputy Director - Operations
Administrative Services Manager	1	1			Current- Deputy Director - Administration
Executive Assistant	1	1			
Administrative Analyst	1	1			
	5	5			
OPERATIONS DIVISION					
Position	FY - 18/19 (Budgeted) FTE Positions	FY - 19/20 (Budgeted) FTE Positions	Part Time	Volunteer	Comments
OPERATIONS					
Dispatch Supervisor	7	7			
Dispatcher	29	29	2		Part Time will be on a Per Diem basis
Call Taker	0	0			
Recruit Dispatcher	4	4			
	40	40	2		
INFORMATION TECHNOLOGY (IT) DIVISION					
Position	FY - 18/19 (Budgeted) FTE Positions	FY - 19/20 (Budgeted) FTE Positions	Part Time	Volunteer	Comments
IT					
CAD Technician	1	1			
GIS Coordinator	2	2			
RF Engineer	1	1			
Network Systems Engineer	1	1			
Help Desk Technician	1	1			
	6	6			
ADMINISTRATIVE SERVICES DIVISION					
Position	FY - 18/19 (Proposed) FTE Positions	FY - 19/20 (Budgeted) FTE Positions	Part Time	Volunteer	Comments
Administration / Training Center					
Office Specialist	1	2			
Finance					
Financial Analyst	1	1			
Payroll & Benefits Technician	1	1			
Accounting Specialist	1	1			
Office Specialist				1	
	4	4		1	
Total Personnel					
	55	55	2	1	