

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
WESTNET, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 8th day of September, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WESTNET, INC. a California corporation ("Contractor").

**WITNESSETH:**

A. WHEREAS, City desires to purchase Contractor's First-In Fire Station Alerting System for each of City's six (6) fire stations (the "Systems"), and to utilize the services of Contractor as an independent contractor to install and maintain the Systems, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "1" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the products and professional services described in Contractor's Statement of Work, attached hereto as Exhibit "1" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

Westnet, Inc.

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4 Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.7. Confidentiality. During the performance of work under this Agreement, the parties may have access to or receive information and data which may be considered confidential, proprietary and/or trade secret. Each party shall identify information and data it considers confidential, proprietary and/or trade secret as "Confidential Information." The parties agree to employ reasonable efforts to keep in confidence and limit the disclosure of such Confidential Information to their directors, officers, employees, agents and representatives that have a reason or need to know the Confidential Information. Neither party shall disclose the Confidential Information outside its legal entity without written authorization of the other party. Written authorization shall not be required if disclosure is required by law.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit 1. Contractor's total compensation shall not exceed Three Hundred Sixty-Nine Thousand Four Hundred Ninety-Seven Dollars and Seventy-Eight Cents (\$369,497.78).

2.2 Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Statement of Work unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or

approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall be performed in strict compliance with the project schedule set forth in Exhibit 1. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year from City's final acceptance of the Systems as set forth in Exhibit 1, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended upon mutual written agreement of both parties.

4.2. Notice of Termination. Either party has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to the other party. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) business days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities

performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.”

- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- (c) Other insurance: “The Contractor’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit “2” and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2 Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who

shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Westnet, Inc.  
15542 Chemical Lane  
Huntington Beach, CA 92647  
Tel: (714) 548-3500  
Attn: Dawn Matheny

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5155  
Attn: Jason Pyle, Division Chief

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "3" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance

Westnet, Inc.

shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9 Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Statement of Work, which shall be of no force and effect.

6.10 Intellectual Property Indemnification. Contractor represents and warrants that its services and/or products do not infringe on any copyright, trademark, patent, trade secret or other proprietary rights of any third party. Contractor agrees to defend, indemnify and hold free and harmless City, its elected officials, officers, agents and employees from and against any and all liability for any and all claims by third parties that Contractor's services and/or products infringe any intellectual property right, or misappropriates any trade secret. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for intellectual property modified by a party other than Contractor, for intellectual property modified in accordance with City's specifications or instructions, or claims of infringement based on City's other products or other third-party products.

6.11. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under

this paragraph.

6.12. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political



Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

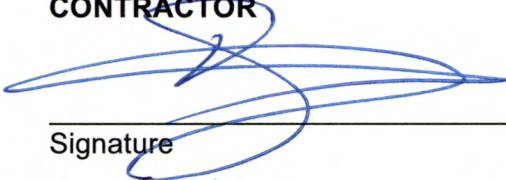
6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONTRACTOR**


  
\_\_\_\_\_  
Signature

DAWN MATHENY, CFO  
[Name and Title]

Date: 9/18/17

  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

  
\_\_\_\_\_  
Thomas Hatch  
City Manager

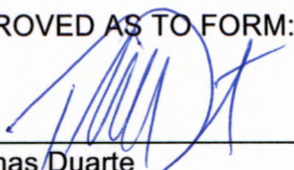
Date: 9/22/17

**ATTEST:**

Brenda Green  
\_\_\_\_\_  
Brenda Green  
City Clerk




APPROVED AS TO FORM:

  
\_\_\_\_\_  
Thomas Duarte  
City Attorney

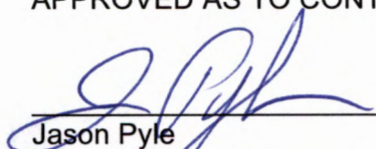
Date: 09/22/17

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: 9/19/17

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jason Pyle  
Project Manager

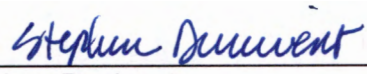
Date: 9/20/17

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Daniel Stefano  
Fire Chief

Date: 9/20/17

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Stephen Dunivent  
Interim Finance Director

Date: 9.20.17

**EXHIBIT 1**

**STATEMENT OF WORK**



**WESTNET.**

**EXHIBIT "1"**

***City Of Costa Mesa  
Fire Department***



***Statement of Work for Installation of First-In Fire  
Station Alerting Systems***

Westnet, Inc.  
Huntington Beach, CA 92649  
(800) 807-1700  
[www.FirstInAlerting.com](http://www.FirstInAlerting.com)



## **PROJECT OVERVIEW:**

This purpose of this project is to implement a new Westnet First-In Fire Station Alerting System. The parties to this project are: Westnet, Inc. (Westnet or "Contractor") as the provider, installer, and implementer of the system and the City of Costa Mesa ("City") as the "Client", or "Customer".

Westnet will provide and install a First-In<sup>®</sup> Fire Station Alerting System in each of the (6) Client Fire Stations.

Upon receipt of an alert from the Client's CAD, the Westnet System will utilize the Client's network and radio system to activate the Westnet Systems in the Client Fire Stations. Depending upon Station relays and interfaces, the various First-In Smart Station Units (Units) and/or other non-Smart Station units, if implemented, (i.e. Client's public address system, traffic lights, stove, etc.) will emit an audible and/or visual indication of an incoming alert from Dispatch.

### **ATTACHMENTS:**

The Attachments listed below are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Attachments and any inconsistency between the Attachments will be resolved in the order in which they are listed.

- Attachment A Delivery, Installation, and Audio Level Verification Forms
- Attachment B Warranty
- Attachment C Contract Price and Deliverables
- Attachment D Payment Schedule
- Attachment E Acceptance Test Plan
- Attachment F Final System Acceptance Certificate
- Attachment G Maintenance and Support Statement of Work

### **PROJECT SCHEDULE:**

The estimated project timeline starts upon Westnet's acceptance of the Customer's purchase order which includes by reference this Statement of Work. The timeline for completion is 90 days from the later of the accepted Purchase Order or receipt by Westnet of all programming information necessary to deliver the System. Factors that may expedite or delay this schedule are: each party completing their respective tasks, the technical assistance or items provided by Client third parties (i.e. CAD vendor) and successful completion of a project milestone.

### **CHANGE ORDERS:**

No changes to this SOW that result in additional charges will be implemented without an approved written Change Order executed by both parties.

### **WESTNET TO PROVIDE:**

1. The Deliverables as listed Attachment C.
2. Installation of the Deliverables, which includes installation and testing of the new station cabling.
3. Participation in on-site acceptance testing as listed in Attachment E.
4. A Westnet Representative at the conclusion of the installation to certify the installation and provide operator training. Operator training will consist of one (1) class per fire station.
5. Project management and coordination with Customer technical staff on system configuration.



6. A one year warranty per Attachment B. The warranty and technical support period commences upon first beneficial use as described in the Westnet Limited Warranty.
7. Provide as-built drawings depicting the Westnet equipment in the fire station(s).

**CUSTOMER TO PROVIDE:**

1. Complete and return to Westnet all RFI documents, and provide written approval of a completed Voice Track Configuration Sheet thirty (30) days prior to scheduled equipment shipment.
2. A VPN or IP connection for remote system adjustments, maintenance, troubleshooting and updates. It is estimated that the System will need one (1) additional IP address for maintenance purposes.
3. Rough-in of boxes and any conduit required by the electrical code or Customer.
4. Confirmation that all rough-in is complete prior to scheduling installation of the System.
5. Removal or disposal of any existing equipment.
6. Existing amplifier or speaker troubleshooting, repair or replacement.
7. Any interfaces in Dispatch (i.e. CAD or radio console) or licenses to other dispatcher centers.
8. Locked storage for the equipment. The Customer will bear the risk of loss on the equipment once it has been delivered to the Customer, or permanently affixed to the fire station. The Customer's Project Manager will inspect the equipment as each Station's equipment is delivered and will execute the Delivery Verification Form in Attachment A-1.
9. All antivirus and operating system updates for any Dispatch computers supplied for this project. The Customer will need to schedule the updates in order to minimize system interruption.
10. Provide a minimum of five (5) business days notice to the Westnet Project Manager or Westnet's Installation Company should the Customer need to postpone the scheduled installation or any project-related visits. Remobilization charges may apply if the Customer has not provided all items listed in this Statement of Work prior to the scheduled installation and if Westnet is unable to reasonably continue work at another Customer location.
11. One unused electrical wall outlet for each UPS, Appliance and Systems Interface Unit, flat panel display or Messenger.
12. Adequate space to install the System. If the Customer desires the System to be installed in a rack, a First-In rack mount kit and other accessories will be required. The Master Control Unit, Power Module and UPS must not be more than six (6) feet from the fire station radio(s), the network switch and a 110-volt outlet.
13. Provide the radio equipment necessary for integration. The installed radio equipment includes, but is not limited to, a properly operating radio, installed outside antenna and feedline, and a lightning arrester with a five-ohm earth ground circuit connected to the radio antenna lightning suppressing circuit. The radio must produce an acceptable level of signaling, as well as an acceptable level of Dispatch voice audio. An acceptable level of signaling shall be a fixed line level output of 500 millivolts peak-to-peak of Dispatch audio and alerting data (e.g. DTMF, P25, Digital, 2-tone sequential, etc.).
14. Access for Westnet at its discretion to install a Westnet-owned Performance Monitoring Computer in Dispatch. The computer is used to administer technical support and maintenance services. The computer will be returned to Westnet at the conclusion of the warranty and/or maintenance period.



15. Technical assistance on integration with the Customer equipment to be integrated with the alerting system and associated with fire station alerting (e.g. radio, network equipment).
16. If permits are required, the Customer will provide electronic drawings of the station. These drawings must be capable of being edited and used for the permit process. Unless otherwise listed as a Deliverable, a separate fee will be assessed for permit fees.
17. The supply or install of any conduit work, power receptacles, shunt trip circuit breakers, coils for the kitchen appliances, gas solenoid, power contactors, any wiring in excess of 24-volts, bond fees, or any other work and/or materials not specifically included or listed herein
18. Provide any other support to Westnet to ensure successful installation and integration of the alerting Systems.

**DEPENDENCIES AND ASSUMPTIONS:**

1. The Customer will obtain any required installation approval of the Historical Society or other agencies having jurisdiction over installing/relocating equipment in the Fire Stations. The Customer agrees to pay the permit fees if any.
2. The number of contact closures in a Control Remote will not exceed 8. Stations requiring more zones or contact closures will require an additional Control Remote. There is no physical limit to the number of Control Remotes that can be installed in a station. Westnet will not do any high-voltage wiring.
3. Alerting Equipment Tone, Voice or Programming Changes: Any changes in the wording or tones of the voice announcements or reprogramming to any units once the Customer had signed the System Configuration Form may be billable to the Customer.
4. If during the installation process, Westnet suspects or encounters asbestos, Westnet will inform the Customer. Westnet will use best efforts to utilize alternate installation methods, but will not drill any holes or disturb the asbestos in the related area. Westnet shall have no liability to the Customer, its employees or to any other persons for any asbestos related claims, including, without limitation, removal or cleanup costs, loss of use, lost profits or personal injury or property damages.
5. Westnet will use best efforts to conceal all wiring. However, due to station construction or other installation limitations (i.e. the possibility of asbestos, inaccessibility), certain cables and raceway may need to be surface-mounted or devices relocated to a more practical location. Westnet understands that the term "optimal" is subjective. Although Westnet will attempt to place the equipment in the Customer's desired locations, Westnet reserves the right to place the equipment in the safest and most beneficial location for system performance
6. Any issue affecting the installation such as corrections or repairs, discrepancies among Customer personnel in regards to the placement, mounting methods or other installation matters, must be resolved within twenty-four (24) hours while Westnet personnel is on-site. If such resolution does not occur, Westnet may bill the Customer and customer agrees to pay for any standby time until such discrepancy is resolved.

**EXCLUSIONS:**

Unless specifically stated otherwise, the following items are excluded from the goods and services to be provided by Westnet:

1. Any equipment not listed in the Contract Deliverables Schedule (Attachment C).
2. Spare/loaner equipment unless an on-site warranty is purchased.





**WESTNET.**

3. Westnet does not warranty equipment provided under this Statement of Work should a party other than Westnet or Westnet's installation subcontractor or Westnet trained installer install or integrate any non-Westnet equipment into the alerting or dispatch systems. An exception to this is the CAD interface and Customer's radio system.
4. Westnet and/or any Westnet-supplied equipment will not make a recommendation as to which apparatus or personnel assigned to an emergency call. Rather, Dispatch personnel, the CAD and/or any other Customer mechanism are responsible for equipment and personnel assignment.
5. The Customer will be notified of any non-functioning Customer equipment. Westnet's proposal does not include repair or replacement of any Customer-owned systems. If a station's public address, lighting, or any other existing systems to be tied into the alerting system are not functioning properly, the Customer will need to repair those items.
6. Westnet's pricing does not include any new circuits, breakers or upgrades to the electrical system or wiring to the emergency panel or generator.
7. Aesthetic restoration of installation areas (e.g. color/texture matching), of ceilings, walls, or conduit runs, beyond what Westnet determines is commercially viable.
8. Taxes and Permit Fees: Unless specifically included in Attachment C, the Contract Price excludes federal, state, or local sales, use, or other taxes (other than federal, state, and local taxes based on Westnet's income or net worth), all of which will be paid by Customer except as exempt by law. Increases in any tax rate as listed in Attachment C shall be paid by Customer. The Customer agrees to pay or reimburse Westnet plus overhead for all permit fees, fees by others, and related expenses unless specifically listed and at the amount in Attachment C.

In witness whereof, the parties hereby agree to this Statement of Work on the dates set forth below.

**WESTNET:  
WESTNET, INC.**

**CUSTOMER:  
CITY OF COSTA MESA**

By: 

By: \_\_\_\_\_

Name: DAWN MATHENY

Name: \_\_\_\_\_

Title: CFO

Title: \_\_\_\_\_

Date: 9/8/17

Date: \_\_\_\_\_



**ATTACHMENT A-1**

**DELIVERY VERIFICATION FORM\***

**First-In Fire Station Alerting Equipment**

The signature below serves as verification that the boxes with equipment listed for Station \_\_\_\_\_ in Attachment C were delivered with no apparent damage.

\_\_\_\_\_  
Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

(For partial deliveries, the following form shall be used.)

The signature below serves as verification that the following boxes with equipment listed for Station \_\_\_\_\_ in Attachment C were delivered with apparent damage:

1. \_\_\_\_\_

3. \_\_\_\_\_

2. \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_  
Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\* Print and execute one copy of this form for each station.



**ATTACHMENT A-2**

**INSTALLATION VERIFICATION FORM\***

The signature below serves as verification that the Fire Station Alerting equipment enumerated in Attachment C, plus or minus the following mutually agreed upon changes, has been installed in a commercially reasonable manner and functions properly in the **System Test Mode**. Any punch-list items will be resolved prior to final System Acceptance.

A check in this box means that no equipment changes were made, and that the only equipment installed at the Fire Station is that which is listed in Attachment C.

A check in this box means the following mutually agreed upon changes have been installed.

1. \_\_\_\_\_

6. \_\_\_\_\_

2. \_\_\_\_\_

7. \_\_\_\_\_

3. \_\_\_\_\_

8. \_\_\_\_\_

4. \_\_\_\_\_

9. \_\_\_\_\_

5. \_\_\_\_\_

10. \_\_\_\_\_

\_\_\_\_\_  
Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**\* Print and execute one copy of this form for each station.**



**ATTACHMENT A-3**

**AUDIO LEVEL ACCEPTANCE FORM\***

**First-In Fire Station Alerting Equipment**

The signature below serves as verification that the speaker audio levels for the First-In equipment located in Station \_\_\_\_\_ are set at the requested volume.

For requested changes after signoff (if Westnet does not have remote access capability), there will be a charge for on-site volume changes.

A check in this box indicates that the DAY AUDIO is set at the requested level.

A check in this box indicates that the NIGHT AUDIO is set at the requested level

\_\_\_\_\_  
Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\* Print and execute one copy of this form for each station.



## **ATTACHMENT B**

### **WESTNET, INC. STANDARD LIMITED WARRANTY**

Westnet, Inc. ("Westnet") is providing its Standard Limited Warranty ("Limited Warranty") covering the First-In™ products, parts, components, software and systems purchased by Customer (collectively, the "Product"). If Westnet, or an authorized Westnet subcontractor performs the installation, such installation service will be deemed to be part of the Product for purposes of this Limited Warranty.

**Warranty Commencement Date:** When Westnet, or an authorized Westnet subcontractor, installs the Product, this Warranty shall commence upon the (1) first beneficial use of the Product by Customer, or (2) when installation is complete, whichever occurs first. In all other instances, this warranty commences upon delivery. This Limited Warranty is not extended if Westnet repairs or replaces the Product.

**Scope of Warranty:** Westnet warrants exclusively to Customer that the Product will be free from defects in material and workmanship for a period of one (1) year from the Warranty Commencement Date. Westnet will perform all warranty work at its service location only, unless Westnet agrees, in its sole discretion, to perform at Customer's location. Customer's exclusive remedy for any breach of this Limited Warranty will be either (1) the repair or replacement, at Westnet's option, of the non-conforming Product, or (2) at Westnet's sole discretion, reimburse Customer the purchase price paid by Customer for the Product, provided Customer has returned the Product to Westnet. Repairs may be made with either new or reconditioned components and will be shipped to Customer at the expense of Westnet. Any replaced Product becomes the property of Westnet.

**Limitations/Exclusions:** This Limited Warranty applies only if Westnet confirms that the alleged defect or non-conformance exists and was not caused by Customer's or any third person's misuse, negligence, improper installation or testing, or unauthorized attempts to open, repair or modify the Product, or by accident, fire, water, lightning, power cuts or outages, power or telephone line transients, viruses, other hazards, or acts of God, or by any other cause beyond the range of intended use in accordance with the Product's normal usage and Westnet's published instructions. ***This Limited Warranty does not cover the following:*** (1) Any parts and cabling used in the installation of a Product unless Westnet or an authorized Westnet subcontractor (and not Customer or a third party installation company) performs the complete installation, (2) Physical damage to the surface of the Product after its delivery to Customer, including cracks or scratches on the LCD or outside casing, (3) When the malfunction results from the use of this Product in conjunction with other products, or ancillary or peripheral equipment, and Westnet determines there is no fault with the Product itself, (4) Any defect or malfunction of the Product due to any communications software or device Customer may use with the Product, (5) Any damages to or defects in the delivered Products that are observable in a reasonable visual inspection ***unless*** a Claim is made in writing to Westnet within thirty (30) days after the date of delivery. This Limited Warranty does not cover loss or damage of any kind resulting from any delay in delivery.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND WESTNET'S STATUTORY WARRANTY OF GOOD TITLE, WESTNET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT COVERED HEREBY, AND EXPRESSLY DISCLAIMS THE **IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS.** NO EMPLOYEE, AGENT OR REPRESENTATIVE OF WESTNET IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF WESTNET RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. WESTNET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.

**Warranty Claims:** In order to make a Claim under this Limited Warranty, Customer must first notify Westnet in writing not more than one (1) year after the Warranty Commencement Date. Notice must be sent to: **Westnet, Attention Warranty Department, 15542 Chemical Lane, Huntington Beach, California 92649** or can be faxed to **(714) 901-5610**. Inquiries regarding this Limited Warranty can also be directed by phone to **(714) 548-3500**.



Upon receipt of written notice, Westnet will first, at its option and expense, inspect the Product in its installed location. Unless otherwise waived by Westnet in writing, Customer must return the alleged non-conforming Product to Westnet's designated service center. Customer shall be responsible for all expenses associated with the transportation to/from Westnet's designated service center. Westnet shall not be liable for any damage incurred in the transportation of Product to/from Westnet's designated service center.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL WESTNET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL) COST OF CAPITOL OR COST OF COVER ARISING OUT OF OR RELATING TO CUSTOMER'S SELECTION, ORDERING, DELIVERY, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCT, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**AGGREGATE LIABILITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF WESTNET, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ARISING FROM, RELATING TO, OR CONNECTED WITH THE PRODUCT, EXCEED **THE PURCHASE PRICE OF THE PRODUCT**. IT IS INTENDED THAT THIS LIMITATION WILL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION, EXCEPT FOR THAT PROVIDED FOR IN THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN, HOWEVER ALLEGED OR ARISING.

**INFRINGEMENT.** Westnet agrees to defend Customer and to pay (1) any damages award issued by a court of competent jurisdiction against Customer, and (2) direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Customer) as a result of any action brought against Customer, if and to the extent the action is based on a valid claim that any Product purchased by Customer under this Agreement infringes another person's U.S. patent, copyright, trade secret or trademark. Westnet will not have liability for, and Customer will defend Westnet against, and pay any damages awarded against Westnet and direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Westnet) to the extent the claimed infringement is based on or results in any material part from (a) any use of the Product other than in accordance with Westnet's published instructions, (b) any unauthorized modification or alteration of the Product, (c) any combination or use of the Product with any other product or system or technologies not supplied by Westnet; (d) Westnet's compliance with Customer's design or specifications, or (d) any refusal to accept or use suitable modified or replacement Products provided by Westnet to avoid infringement. Westnet's obligations under this paragraph will be conditioned upon Customer promptly notifying Westnet in writing of the existence of any such claim, giving Westnet full authority to conduct the defense and settlement of the claim, at Westnet's expense and with counsel of Westnet's selection, and cooperating fully with Westnet and such counsel.

This Limited Warranty will be governed by the laws of the State of California, U.S.A., excluding their conflicts of laws principles. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.



## ATTACHMENT C

### CONTRACT PRICE AND DELIVERABLES

**Project 1: Costa Mesa Fire Department First-In Alerting Fire Station Dispatch Receiving Equipment - GSA Pricing - REVISED 4**

(Quote ID # Q-02907-V0W9)

Product ID	Product	QTY	Price	Sub Total
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	6.00	\$7,377.32	\$44,263.92
INST-PM	Fire Station Alerting System Installation - Project Management	14.00	\$159.60	\$2,234.40
SCR26-24VTX	Control Remote with External Power Supply (controls up to 8 functions)	6.00	\$1,192.94	\$7,157.64
SS-CP	Smart Station Cabling	12.00	\$64.84	\$778.08
	On-Line UPS Double Conversion w/ Mounting Bracket*	6.00	\$855.85	\$5,135.10
	Sales Tax (7.75%)*	1.00	\$4,513.19	\$4,513.19
	Station Equipment Installation Labor - Prevailing Wage*	66.85	\$156.25	\$10,445.31

Equipment Total	\$74,527.64
Install Supplies	\$900.00
Total Tax (7.5000000000 %)	\$0.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$8,640.00
<b>Total Amount</b>	<b>\$84,067.64</b>



**Project 2: Costa Mesa Fire Department First-In Alerting Platform Dispatch System Interface - REVISED 3**

(Quote ID # Q-02908-C6T6)

Product ID	Product	QTY	Price	Sub Total
FIAP-CLIENT-WS	First-In Alerting Workstation with Client Software	1.00	\$2,200.00	\$2,200.00
FIAP-CORE-01S	First-In Alerting Platform 1 Station Package	1.00	\$1,385.00	\$1,385.00
FIAP-CORE-5S-PKG	First-In Alerting Platform Core Station Alerting Software with 5 Station License	1.00	\$12,850.00	\$12,850.00
FIAP-CORE-SVR-SD	First-In Alerting Platform Standard Server	1.00	\$3,974.60	\$3,974.60
FIAP-MSGN	SMS and Email Messaging Software	1.00	\$4,850.00	\$4,850.00
FRIC-LT	Radio Interface Controller (Lite) with 2 Keypads	1.00	\$15,872.00	\$15,872.00

Equipment Total	\$41,131.60
Install Supplies	\$0.00
Total Tax (7.7500000000 %)	\$3,187.70
FIAP Install, Commissioning, and Testing	\$8,120.00
FIAP Training	\$2,030.00
One Year Toll Free Technical Support	\$3,229.65
Project Coordination	\$1,245.00
Special Engineering Services	\$925.00
<b>Total Amount</b>	<b>\$59,868.95</b>





**Project 3: Costa Mesa Fire Station #1 First-In Alerting System Trailer**

(Quote ID # Q-03191-Z6H7)

Product ID	Product	QTY	Price	Sub Total
INST-PM	Fire Station Alerting System Installation - Project Management	2.50	\$159.60	\$399.00
SSAT	Satellight (driven off Satellight Controller)	4.00	\$294.26	\$1,177.04
SSATKIT-TBD	Satellight Mounting Kit - TBD	14.00	\$47.88	\$670.32
SSAT-M	Satellight Controller	3.00	\$598.47	\$1,795.41
SS-CP	Smart Station Cabling	6.00	\$64.84	\$389.04
	Core System Monthly Rental Fee (MCU, Control Remote, and UPS)*	1.00	\$1,285.00	\$1,285.00
	Power Module Lite w/ Single Power Supply*	1.00	\$985.00	\$985.00
	Sales Tax (7.75%)*	1.00	\$545.74	\$545.74
	Station Equipment Installation Labor - Prevailing Wage*	68.99	\$156.25	\$10,779.69

Equipment Total	\$18,026.24
Install Supplies	\$740.00
Total Tax (7.7500000000 %)	\$0.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$1,145.00
<b>Total Amount</b>	<b>\$19,911.24</b>



**Project 4: Costa Mesa Fire Station Baker #2 First-In Alerting Station Hardware - GSA Pricing - REVISED 4**

(Quote ID # Q-03088-Y5N7)

Product ID	Product	QTY	Price	Sub Total
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$633.40	\$633.40
INST-PM	Fire Station Alerting System Installation - Project Management	9.00	\$159.60	\$1,436.40
SHPA150	High Power Paging Audio Module (includes one speaker)	1.00	\$1,491.23	\$1,491.23
SSAT	Satellite (driven off Satellite Controller)	4.00	\$294.26	\$1,177.04
SSATKIT-TBD	Satellite Mounting Kit - TBD	7.00	\$47.88	\$335.16
SSAT-M	Satellite Controller	3.00	\$598.47	\$1,795.41
SS-CI5C-M	Company Indicator (Apparatus Bay)	1.00	\$822.92	\$822.92
SS-CP	Smart Station Cabling	11.00	\$64.84	\$713.24
SS-SAIU-10	Appliance and Systems Interface Unit	1.00	\$1,920.15	\$1,920.15
SS-TIM-01	Telephone Interface Module	1.00	\$1,196.98	\$1,196.98
SS-TTMR-M	Turnout Timer (Medium)	1.00	\$822.92	\$822.92
	Power Module Lite w/ Single Power Supply*	2.00	\$985.00	\$1,970.00
	On-Line UPS Double Conversion w/ Mounting Bracket*	1.00	\$855.85	\$855.85
	Dorm Remote w/ Mounting Kit & Remote Ltg.	1.00	\$1,113.69	\$1,113.69
	Sales Tax (7.75%)*	1.00	\$1,192.96	\$1,192.96
	Station Equipment Installation Labor - Prevailing Wage*	97.89	\$156.25	\$15,295.31

Equipment Total	\$32,772.66
Install Supplies	\$540.00
Total Tax (7.750000000 %)	\$0.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$1,275.00
Special Engineering Services	\$1,275.00
<b>Total Amount</b>	<b>\$35,862.66</b>



**Project 5: Costa Mesa Fire Station Park #3 First-In Alerting Station Hardware - GSA Pricing - REVISED 4**

(Quote ID # Q-03089-L5L1)

Product ID	Product	QTY	Price	Sub Total
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$633.40	\$633.40
INST-PM	Fire Station Alerting System Installation - Project Management	9.00	\$159.60	\$1,436.40
SHPA150-D	High Power Paging Audio Module (includes two speakers)	1.00	\$1,870.28	\$1,870.28
SSAT	Satellite (driven off Satellite Controller)	8.00	\$294.26	\$2,354.08
SSATKIT-TBD	Satellite Mounting Kit - TBD	10.00	\$47.88	\$478.80
SSAT-M	Satellite Controller	2.00	\$598.47	\$1,196.94
SS-CISC-M	Company Indicator (Apparatus Bay)	1.00	\$822.92	\$822.92
SS-CP	Smart Station Cabling	15.00	\$64.84	\$972.60
SS-SAIU-10	Appliance and Systems Interface Unit	1.00	\$1,920.15	\$1,920.15
SS-TIM-01	Telephone Interface Module	1.00	\$1,196.98	\$1,196.98
SS-TTMR-M	Turnout Timer (Medium)	1.00	\$822.92	\$822.92
	On-Line UPS Double Conversion w/ Mounting Bracket*	1.00	\$855.85	\$855.85
	Power Module Lite w/ Single Power Supply*	2.00	\$985.00	\$1,970.00
	Dorm Remote w/ Mounting Kit & Remote Ltg.	3.00	\$1,113.69	\$3,341.07
	Sales Tax (7.75%)*	1.00	\$1,506.29	\$1,506.29
	Station Equipment Installation Labor - Prevailing Wage*	118.12	\$156.25	\$18,456.25

Equipment Total	\$39,834.93
Install Supplies	\$1,000.00
Total Tax (7.7500000000 %)	\$0.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$1,275.00
Special Engineering Services	\$1,275.00
<b>Total Amount</b>	<b>\$43,384.93</b>



**Project 6: Costa Mesa Fire Station Placentia #4 First-In Alerting Station Hardware - GSA Pricing - REVISED 4**

(Quote ID # Q-03090-F0K8)

Product ID	Product	QTY	Price	Sub Total
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$633.40	\$633.40
INST-PM	Fire Station Alerting System Installation - Project Management	9.00	\$159.60	\$1,436.40
SHPA150-D	High Power Paging Audio Module (includes two speakers)	1.00	\$1,870.28	\$1,870.28
SSAT	Satellite (driven off Satellite Controller)	7.00	\$294.26	\$2,059.82
SSATKIT-TBD	Satellite Mounting Kit - TBD	10.00	\$47.88	\$478.80
SSAT-M	Satellite Controller	2.00	\$598.47	\$1,196.94
SS-CI5C-M	Company Indicator (Apparatus Bay)	1.00	\$822.92	\$822.92
SS-CP	Smart Station Cabling	12.00	\$64.84	\$778.08
SS-SAIU-10	Appliance and Systems Interface Unit	1.00	\$1,920.15	\$1,920.15
SS-TIM-01	Telephone Interface Module	1.00	\$1,196.98	\$1,196.98
SS-TTMR-M	Turnout Timer (Medium)	1.00	\$822.92	\$822.92
	Dorm Remote Flush Mount Lamp (Red Light)*	1.00	\$172.00	\$172.00
	Power Module Lite w/ Single Power Supply*	2.00	\$985.00	\$1,970.00
	On-Line UPS Double Conversion w/ Mounting Bracket*	1.00	\$855.85	\$855.85
	Dorm Remote w/ Mounting Kit & Remote Ltg.	2.00	\$1,113.69	\$2,227.38
	Sales Tax (7.75%)*	1.00	\$1,369.85	\$1,369.85
	Station Equipment Installation Labor - Prevailing Wage*	111.02	\$156.25	\$17,346.88

Equipment Total	\$37,158.65
Install Supplies	\$670.00
Total Tax (7.750000000 %)	\$0.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$1,275.00
Special Engineering Services	\$1,275.00
<b>Total Amount</b>	<b>\$40,378.65</b>



**Project 7: Costa Mesa Fire Station Civic Center #5 First-In Alerting Station Hardware - GSA Pricing - REVISED**

4

(Quote ID # Q-03091-D1Z7)

Product ID	Product	QTY	Price	Sub Total
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$633.40	\$633.40
INST-PM	Fire Station Alerting System Installation - Project Management	9.00	\$159.60	\$1,436.40
SHPA150-D	High Power Paging Audio Module (includes two speakers)	1.00	\$1,870.28	\$1,870.28
SSAT	Satellite (driven off Satellite Controller)	6.00	\$294.26	\$1,765.56
SSATKIT-TBD	Satellite Mounting Kit - TBD	10.00	\$47.88	\$478.80
SSAT-M	Satellite Controller	4.00	\$598.47	\$2,393.88
SS-CI5C-M	Company Indicator (Apparatus Bay)	1.00	\$822.92	\$822.92
SS-CP	Smart Station Cabling	13.00	\$64.84	\$842.92
SS-SAIU-10	Appliance and Systems Interface Unit	1.00	\$1,920.15	\$1,920.15
SS-TIM-01	Telephone Interface Module	1.00	\$1,196.98	\$1,196.98
SS-TTMR-M	Turnout Timer (Medium)	1.00	\$822.92	\$822.92
	On-Line UPS Double Conversion w/ Mounting Bracket*	1.00	\$855.85	\$855.85
	Power Module Lite w/ Single Power Supply*	2.00	\$985.00	\$1,970.00
	Dorm Remote w/ Mounting Kit & Remote Ltg.	4.00	\$1,113.69	\$4,454.76
	Sales Tax (7.75%)*	1.00	\$1,653.34	\$1,653.34
	Station Equipment Installation Labor - Prevailing Wage*	125.23	\$156.25	\$19,567.19

Equipment Total	\$42,685.35
Install Supplies	\$1,305.00
Total Tax (7.750000000 %)	\$0.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$1,275.00
Special Engineering Services	\$1,275.00
<b>Total Amount</b>	<b>\$46,540.35</b>



**Project 8: Costa Mesa Fire Station Metro #6 First-In Alerting Station Hardware - GSA Pricing - REVISED 4**

(Quote ID # Q-03092-Q0J5)

Product ID	Product	QTY	Price	Sub Total
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$633.40	\$633.40
INST-PM	Fire Station Alerting System Installation - Project Management	9.00	\$159.60	\$1,436.40
SHPA150	High Power Paging Audio Module (includes one speaker)	1.00	\$1,491.23	\$1,491.23
SSAT	Satellite (driven off Satellite Controller)	7.00	\$294.26	\$2,059.82
SSATKIT-TBD	Satellite Mounting Kit - TBD	9.00	\$47.88	\$430.92
SSAT-M	Satellite Controller	2.00	\$598.47	\$1,196.94
SS-CI5C-M	Company Indicator (Apparatus Bay)	1.00	\$822.92	\$822.92
SS-CP	Smart Station Cabling	10.00	\$64.84	\$648.40
SS-SAIU-10	Appliance and Systems Interface Unit	1.00	\$1,920.15	\$1,920.15
SS-TIM-01	Telephone Interface Module	1.00	\$1,196.98	\$1,196.98
SS-TTMR-M	Turnout Timer (Medium)	1.00	\$822.92	\$822.92
	Power Module w/ Hub & Spoke Controller & Dual Power Supplies*	1.00	\$2,338.53	\$2,338.53
	Dorm Remote w/ Mounting Kit & Remote Ltg.	4.00	\$1,113.69	\$4,454.76
	Sales Tax (7.75%)*	1.00	\$1,444.37	\$1,444.37
	Station Equipment Installation Labor - Prevailing Wage*	98.66	\$156.25	\$15,415.62

Equipment Total	\$36,313.36
Install Supplies	\$620.00
Total Tax (7.7500000000 %)	\$0.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$1,275.00
Special Engineering Services	\$1,275.00
<b>Total Amount</b>	<b>\$39,483.36</b>



**ATTACHMENT D**

**WESTNET PAYMENT SCHEDULE FOR EQUIPMENT AND INSTALLATION**

**Summary of Project Costs**

Description	Project Cost
First-In Altering Dispatch Receiving Equipment	\$84,067.64
First-In Alerting Platform Dispatch System Interface	\$59,868.95
Fire Station #1 Trailer	\$19,362.45
Fire Station Baker #2	\$35,862.66
Fire Station Park #3	\$43,384.93
Fire Station Placentia #4	\$40,378.65
Fire Station Civic Center #5	\$46,540.35
Fire Station Metro #6	\$39,483.36
<b>Fire Station Total</b>	<b>\$369,497.78</b>

	PROJECT MILESTONE	ATTACHMENT
1	Equipment Delivery	Attachment A-1
2	System Installation	Attachment A-2
3	Acceptance Testing	Attachment E
4	Final System Acceptance	Attachment F

Westnet may invoice per Fire Station Project and City agrees to pay upon completion of each Fire Station Project even if City's CAD vendor is unable to complete its task.

**Payment Terms: Net 30.**

If payment is not received within thirty (30) days from the date of invoice, a late fee of one and a half percent (1.5%) per month of the unpaid balance will be charged and immediately due.



## ATTACHMENT E

### ACCEPTANCE TEST PLAN

**OBJECTIVE:** The purpose of completing this Acceptance Test Plan is to achieve "System Acceptance" by demonstrating to the Customer that the installed fire station alerting system ("System") equipment is operational and properly performs the function specified herein. Upon successful execution of this ATP, the System will have achieved "System Acceptance". Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance, but will be corrected according to a mutually agreed upon schedule. In the event that a part of the System does not pass the ATP, the System will be re-tested when Westnet determines that a corrective action has been taken to ensure proper operation. Final System Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final System Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the Final System Acceptance Certificate.

**SCOPE:** The scope of this ATP is limited to the System supplied by Westnet, Inc. It does not include any other equipment or systems upon which the alerting system, once in use, relies for proper activation and function (i.e. the Customer's CAD, radio, network and/or electrical systems). The failure or unavailability of these other systems during the ATP shall not affect the outcome of this ATP, nor shall it affect the System Acceptance and subsequent Final System Acceptance of the System.

**TEST SCHEDULE:** Westnet and the Customer will conduct the ATP at a mutually agreed-upon time and date once Westnet informs the Customer that the System is ready for acceptance testing.

**FIRE STATION METHODOLOGY:** The ATP will test devices that, operationally, are activated by Dispatch, as well as devices that are not activated by Dispatch, but rather the fire station crew.

1. Data / Network Activation Operation - This section tests/simulates a test of a network-based alert of the station from Dispatch. Data sequences assigned to the fire station zones shall be applied to the Ethernet port of the Master Control Unit using the Alerting Platform or a computer equipped with the First-In API. The alerting response from the alerting system shall announce the specific unit(s) associated with the alerted and audio distribution shall activate all areas associated with the zone alerted. Once the zone is activated, the pre-announcement will announce the units alerted, nature of the call, and other preannouncement information detailed in the ZIR signoff sheet. After the preannouncement is complete, the dispatch audio will be heard throughout the station speakers.

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

2. Radio Activation Operation – This section tests a radio-activated alert of the station from Dispatch, more specifically the Radio Interface Controller (RIC)'s activation of a station's Master Control Unit (MCU). This test will utilize First-In RIC's alert signaling on the customer's radio system

- A. Test of All-Call. This test will activate the "All-Call" zone in every station. Successful performance of this test requires All-Call activation from the Alerting Platform User Application, as well as All-Call activation from the manual RIC keypad. Once the zone is activated, the pre-announcement will announce the All-Call message and the dispatch audio is heard throughout the station speakers .

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:





- B. Test of Specific Zones in a Designated Station. This test will activate a specific zone (i.e. Engine) in a Designated Station. Step 1 of this test requires the proper station to be activated both from the Alerting Platform User Application, as well as the manual RIC keypad. Step 2 of this test requires that the specific zone selected be activated. Once the zone is activated, the pre-announcement will announce unit(s) assigned to the call and the dispatch audio is heard throughout the station speakers.

Pass  
 N/A  
 Fail

Notes:

3. Turnout Timer Operation - This section tests the activation of the Turnout Timer(s). Upon activation of the Master Control Unit, the Timer(s) will begin to count up on a per-second basis. The Timer(s) will continue to count up and will automatically shut down when the Master Control Unit send the shutdown command to the station.

Pass  
 N/A  
 Fail

Notes:

4. Automatic Backup Alerting - This section tests the automatic failover from the IP system to the RIC for a radio based alert. The RIC shall automatically be activated from the First-In Alerting Platform (FiAP) as soon as the FiAP detects that the primary alert was not successful. Without any action required on the part of the dispatcher, the RIC will send the alert to the proper station and units assigned to the call.

Pass  
 N/A  
 Fail

Notes:

5. Manual Backup Alerting - Using the manual keypad of the RIC, the Customer selects the station and units to activate in the selected fire station. The station MCU activates the appropriate station and unit(s).

Pass  
 N/A  
 Fail

Notes:

\_\_\_\_\_

Customer Representative \_\_\_\_\_ Date

\_\_\_\_\_

Printed Name & Title



**ATTACHMENT F**

**FINAL SYSTEM ACCEPTANCE CERTIFICATE**

The signature below serves as verification that the System has passed Acceptance Test Plan and that all deliverables and work have been completed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT G

### MAINTENANCE AND SUPPORT STATEMENT OF WORK

#### 1. SCOPE OF SERVICES

Westnet will provide comprehensive turn-key maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance in accordance with factory specifications in effect at the time the equipment was purchased. The Services to be provided under this agreement include the following:

- One year, 24/7 toll-free Technical Support and On-Site Maintenance for all equipment and software
- Repair and/or replacement of malfunctioning units
- Spare equipment delivered the next business day (and Saturday's where available).
- Remote diagnostic analysis and uploads, software upgrades

#### 2. RESPONSE TIMES

Response times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table where applicable. The response time shall commence from the time the Customer requests service or notifies Westnet of problems with the System by contacting Westnet's Call Center ("Notification"). Issue resolution may include phone support, VPN remote access, or on-site service (for issues not resolved via phone support or remote access).

**Westnet Technical Support: (800) 807-1700**  
**Office Hours: 8:00 – 5:00 PST, Monday – Friday**

Priority Levels	Hours / Days	Description
1	24/7/365 Including Holidays  3-6 Hour Response	<p>This priority level represents a significant issue that results in the inability to use the alerting systems.</p> <ul style="list-style-type: none"> <li>• Station reports that it is not receiving any form of an alert or there is no audio in a fire station.</li> <li>• Other failures that render the fire station MCU and more than five audio transmitting devices unusable.</li> </ul>
2	8:00 – 5:00 PST, Monday – Friday  2-Business- Day Response	<p>This priority level represents a moderate issue that restricts normal use of the alerting systems.</p> <ul style="list-style-type: none"> <li>• Any non-essential Fire Station device reported inoperable.</li> <li>• Reports of receiving other stations' or companies' alerts.</li> <li>• Requests to increase fire station volume levels within fire department-approved parameters.</li> </ul>



**WESTNET**

3	8:00 – 5:00 PST, Monday – Friday  3-Business- Day Response	This priority level represents minor or non-emergency issues that do not restrict normal use of the station alerting systems. <ul style="list-style-type: none"><li>• Requests to decrease volume levels within fire department-approved parameters</li><li>• Add additional equipment, request programming, or voice-chip changes.</li><li>• Requests for additional training.</li><li>• Other non mission-critical matters in the dispatch centers or fire stations</li></ul>
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### 3. WESTNET'S RESPONSIBILITIES

Westnet shall:

- A. Provide Westnet-owned spare equipment while a System component is returned to Westnet for repair or replacement.
  - 1. Any Westnet-owned spare equipment parts provided under this Agreement are the property of Westnet. Any damage to Westnet's spare equipment parts is not covered under this Scope of Services and the Customer shall pay for the repair or replacement of the spare equipment parts.
  - 2. Westnet may service replaceable parts, by way of new or remanufactured replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes the property of Westnet, and shall be returned by Customer to Westnet. The Customer shall pay Westnet the full retail value of the replacement part if Westnet provides notice to the Customer to return the original part and Westnet does not receive the original part within thirty (30) days after replacement part installation.
- B. Upon request, Westnet shall provide a written quote for additional work not specifically identified in this Agreement. Such work could include, but is not limited to, additions and installation of new equipment, relocation of existing equipment, upgrades (not part of Westnet standard releases) and enhancements, and other system related goods and services. If the Customer decides to proceed with the work, a new purchase order will be issued exclusively for the work to be ordered.

### 4. CUSTOMER'S RESPONSIBILITIES

The Customer shall at all times or upon request:

- A. Make no modifications to the System without obtaining approval from Westnet in writing.
- B. Notify Westnet of any problems with the System by calling the Westnet Systems Group at 1-800-807-1700 (Westnet's call center).
- C. Provide and maintain an operating 24/7 VPN with IP access to the stations for the duration of the Agreement. The VPN shall allow Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment. The VPN must be operating and the Customer must allow Westnet to test the VPN prior to the commencement of this Agreement.
- D. Ensure that the Westnet monitor computer in the Dispatch Center (if provided) has 24/7 access to the VPN and to all Customer fire stations. The Customer will return the Westnet monitor computer to Westnet at the conclusion of this Agreement and any additional extensions.
- E. Provide the make and model number of the fire station radio the System is connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna and the power source, the Customer will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station equipment.



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- F. Provide the name, 24-hour telephone number and position of responsible party that can be contacted about each station's radio communication, public address, CAD, and network equipment.
- G. Provide Westnet with either code-access to the stations or an escort that is available 24/7 and within one (1) hour's of notice of an on-site visit.
- H. If applicable, provide the make and model number of fire station amplifier, type of connectors used by fire alerting input, input impedance and the necessary audio level to drive station amplifier.
- I. Provide a description of station control circuits (e.g., lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.
- J. Ensure that the MCU at each station is at all times plugged into the Westnet supplied on-line fulltime UPS.
- K. Ensure that the MCU at each station is at all times plugged into the First-In Radio Isolation Unit. Westnet will exclude from this Agreement the repair of any equipment not properly connected to the Radio Isolation Unit.
- L. Ensure that the radio antenna and lightning arrestor is installed, is installed per current engineering standards and that all lightning protection equipment is connected to a 5-ohm earth ground by a #6 or larger cable not exceeding eight (8) feet in length between the 5-ohm earth ground and the protected equipment.
- M. Notify Westnet prior to making any change in any equipment connected to the fire station System.