

CONTRACT

35513

THIS CONTRACT is made and entered, in duplicate, as of February 7, 2020 for reference purposes only, pursuant to Resolution No. RES-19-0121, adopted by the City Council of the City of Long Beach at its meeting on August 13, 2019, by and between WESTNET, INC., a California corporation ("Contractor"), with a place of business at 15542 Chemical Lane, Huntington Beach, CA 92649, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, City did by Resolution No. RES-19-0121 determine that the City's need to purchase First-In Fire Station Alerting System for the new Fire Station 15 could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase First-In Fire Station Alerting System, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

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

1. Contractor shall sell, furnish and deliver to City First-In Fire Station Alerting System, attached hereto as Exhibit "A" and incorporated herein by reference, as authorized by Resolution No. RES-19-0121.

2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for First-In Fire Station Alerting System, the prices shown in Exhibit "A", a sum not to exceed One Hundred Seventy-Two Thousand Five Hundred Ninety-Six Dollars (\$172,596), for a three-year period.

3. The term of this Contract shall commence on October 1, 2019, and shall terminate at midnight on September 30, 2022 unless sooner terminated as provided herein. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor.

1 4. Neither this Contract nor any of the moneys that may become due
2 Contractor hereunder may be assigned without the prior written consent of City.

3 5. Any notices required hereunder or desired to be given by either party
4 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
5 class postage prepaid, addressed to Contractor at the address stated herein, and to City
6 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
7 shall be deemed given on the date personal delivery is made or on the date of deposit in
8 the mail, whichever first occurs.

9 6. City shall have the benefit of any warranty from the manufacturer on
10 the First-In Fire Station Alerting System, and Contractor warrants that the First-In Fire
11 Station Alerting System is in good working order and free from defect at the time of delivery.

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

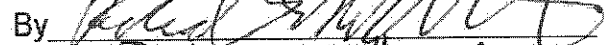
27 ///

28 ///

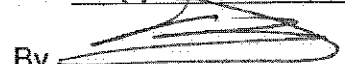
IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

WESTNET, INC., a California corporation

March 13, 2020

By 
Name Richard Matheny
Title President


March 13, 2020

By 
Name Dawn Matheny
Title CFO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

March 30, 2020

By 
Name Rebecca L. Garner

EXECUTED PURSUANT TO SECTION 301 OF
THE CITY CHARTER

This Contract is approved as to form on March 25, 2020.

CHARLES PARKIN, City Attorney


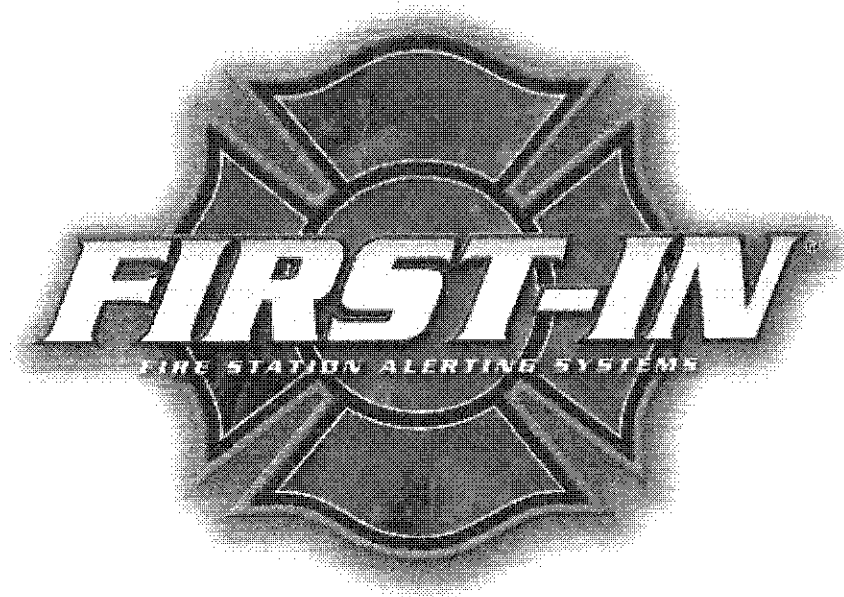
By 
Deputy

EXHIBIT “A”



WESTNET

***Port of Long Beach Fire Boat
Station #15***



***Statement of Work for Installation of First-In
Alerting Smart Station System***

Westnet, Inc.
Huntington Beach, CA 92649
(800) 807-1700
www.FirstInAlerting.com



PROJECT OVERVIEW:

The purpose of this project is to implement a new Westnet First-In[®] Alerting Smart Station System. The parties to this project are: Westnet, Inc. (Westnet or "Contractor") as the provider, installer, and implementer of the system and the Long Beach Fire Department ("City") as the "Client", or "Customer".

Westnet will provide and install a First-In Alerting Smart Station System in Client's Port of Long Beach Fire Boat Station #15.

Upon receipt of a properly formatted 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.

EXHIBITS:

The Exhibits 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 Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed.

Exhibit A	Delivery, Installation, and Audio Level Verification Forms
Exhibit B	Warranty
Exhibit C	Contract Price and Deliverables
Exhibit D	Payment Schedule
Exhibit E	Acceptance Test Plan
Exhibit F	Final System Acceptance Certificate
Exhibit 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 ninety (90) days from the later of the accepted Purchase Order or Westnet's receipt 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.

Customer acknowledges that the system to be provided is highly customized and the result of significant resources in the design, manufacturing, programming, and shipping processes. Should Customer, after authorizing Westnet to proceed with this project, decide to cancel the project, the Customer will remain liable for all special engineering services, project coordination charges, licensed software, computers, and the cost of any Smart Station equipment already designed or programmed as of the time of the cancellation, without regard to whether that equipment was already shipped or delivered.

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 in Exhibit 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 Exhibit E.
4. A Westnet Representative at the conclusion of the installation to certify the installation and provide operator training. Operator training will take place during a single mobilization at the conclusion of station installation and consist of one (1) class per fire station.
5. Project management and coordination with Customer technical staff on system configuration.
6. A one (1) year warranty per Exhibit B. The warranty and technical support period commences upon completion of the Acceptance Testing Plan.
7. As-built drawings depicting the Westnet equipment in the fire station(s).
8. Contract Price includes up to ten (10) on-site project meetings beginning March 1, 2019.

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. Prior to Westnet mobilization, a Westnet-approved VPN or IP connection for remote system adjustments, maintenance, troubleshooting and updates shall be verified at (the station where installation is to be completed). 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 has been 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 Exhibit 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 (1) unused electrical wall outlet for each UPS, Appliance and Systems Interface Unit, flat panel display, Server, and Messenger. Westnet highly recommends using wall outlets that are part of the generator back-up supplied power system.
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 (MCU), Power



WESTNET

Module and Uninterrupted Power Supply (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 arrestor 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 to install, at its discretion, 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. A Client provided analog paging port to the station's phone switch which will interface with the Telephone Interface Module to provide in-house/intercom paging over the newly installed System speakers. If the station has VoIP telephone system, the Client shall provide an analog telephone adapter (ATA) that will include Caller Party Control and assign an extension for in-house paging.
19. The Appliance and Systems Interface Unit (SS-SAIU-10) will only control a gas solenoid valve rated 1.51 amps 24V AC. The Westnet tested and accepted natural gas valve is the ASCO Red Hat Normally Closed gas valve. Normally closed means that the valve will flow gas when the 24VAC power is applied to the gas valve control coil. When the fire station is in an alerted mode, the SS-SAIU-10 removes the 24 VAC power from the gas control coil and the gas valve closes shutting off the flow of natural gas to the appliances. The SS-SAIU-10 requires a 120V receptacle located in accessible area and is to be installed by a licensed electrician. The approved ASCO Red Hat valves are as follows: 8215B060, 8215B050 or 8215G030. They are not to be mounted outside as they are not rated as weatherproof. The solenoid must be installed in a ventilated area and by a licensed plumber. Each additional electrical appliance(s) and/or fixture(s), to be controlled by the SS-SAIU-10, requires a Client provided, 50 Amp (Minimum), 600V, 24VAC Coil, continuous-duty contactor to be installed by a licensed electrician.

If the stove has an automatic ignitor, Westnet recommends having an electrician install a power contactor (relay) in the AC power line to the stove as well as the gas valve. The Appliance Controller would then control two outputs, one for the gas and the second output to control the stove's AC power. The relay for the AC power should have a coil control voltage rating of 24 V AC.
20. Provide Westnet with any other support 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 eight (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 requested changes in the wording or tones of the voice announcements or reprogramming of 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 regarding 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.
7. Any additional engineering services required for the connections to the Fire Boat (i.e. hardline and radio frequency) for vessel alerting will be invoiced separately on a time and material basis.

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 (Exhibit C).
2. Contract Price excludes Fire Boating Alerting System.
3. Spare/loaner equipment unless an on-site warranty is purchased.
4. Customer to provide lift if required, unless it is listed in the Contract Deliverables Schedule (Exhibit C).
5. 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.
6. 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.
7. 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,




WESTNET

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.

8. Westnet's pricing does not include any new circuits, breakers or upgrades to the electrical system or wiring to the emergency panel or generator.
9. Aesthetic restoration of installation areas (e.g. color/texture matching), of ceilings, walls, or conduit runs, beyond what Westnet determines is commercially viable.
10. Taxes and Permit Fees: Unless specifically included in Exhibit 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 Exhibit 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 Exhibit C.

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

**WESTNET:
WESTNET, INC.**

By: 

Name: Dawn Matheny

Title: V.P. of Contracts CFO

Date: March 13, 2020

**CUSTOMER:
LONG BEACH FIRE DEPARTMENT**


By: Rebecca A. Garner

Name: _____

Title: _____

Date: 3/30/2020

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

APPROVED AS TO FORM
March 25, 2020
CHARLES PARKIN, City Attorney
By: 
**TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY**



WESTNET

EXHIBIT 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 Exhibit 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 Exhibit 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.



WESTNET

EXHIBIT A-2

INSTALLATION VERIFICATION FORM*

The signature below serves as verification that the Fire Station Alerting equipment enumerated in Exhibit 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 Exhibit 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.**



WESTNET

EXHIBIT 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.

**WESTNET**

EXHIBIT 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, lightening, 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**

**WESTNET**

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.

**EXHIBIT C****CONTRACT PRICE AND DELIVERABLES****Port of Long Beach Fire Boat Station #15 – First-In Alerting Smart Station System**
(Quote ID: Q-04495-F1H1 Rev.2)

Description: This is a quote for the First-In Alerting System including installation one year of technical support and on-site maintenance. This quote is based upon installation occurring in 1 trip. If the stations are not ready and additional trips are required, customer agrees to pay additional fees. Customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer is responsible to have the network equipment and power within 6 feet of the Master Control Unit and radio location. Quote does not include sales tax, if applicable. Quote does not include conduit of more than 20 feet, if required. Customer to provide VPN access to Westnet for remote adjustments and support. Plumber is required to install electric valve in gas line to stove. Pricing assumes each station's appliance has electric ignition, Westnet included power contactor installation in the electric power supply to stove. The only Westnet tested and accepted appliance controller natural gas valve is the ASCO Red Hat Normally Closed gas valve with any one of the following part numbers: 8215B060; 8215B050; 8215G030. The valve must be specified for normally closed 24V AC 60 Hz. Valve to be installed so that it is vertical allowing gravity to assist with the close.

Clarifying Comments: Quote excludes Fire Boat alerting. This quote includes prevailing wages rates. Payment terms are net 30 with payment milestones. Quote is based on Westnet's contract language. Additional charges may be added for alternate contract language. Additional engineering services for the connections to the Fire Boat (hardline and RF) for vessel alerting will be invoiced separately at a time and material basis. Price includes up to 10 on-site project meetings beginning 03/01/19.

Based on AS1.01 Rev. 1 Dated 2/19/19

Product ID	Product	QTY	Price	Sub Total
DL-STROBE-BB	Dorm Light/Strobe Light Back Box - Kit	4	\$34.50	\$138.00
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1	\$635.00	\$635.00
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	1	\$9,495.95	\$9,495.95
FIS-EP-32	First-In Alerting Endpoint w/ 32" Monitor	1	\$2,125.20	\$2,125.20
FIS-EP-55	First-In Alerting Endpoint w/ 55" Monitor	1	\$3,045.00	\$3,045.00
FRMKIT-Dual	MCU and Radio Rack Mount Kit	1	\$193.95	\$193.95
RK-WM-1U	Wire Management - 1 Unit - Kit	3	\$65.00	\$195.00
SCR26-24VC5	Control Remote (each controls up to 8 functions)	1	\$1,175.95	\$1,175.95
SDB51	Doorbell Button	1	\$225.00	\$225.00
SDRM38V-FM	Dorm Remote -Flush Mount Kit also required	6	\$898.25	\$5,389.50
SDRMKIT-HOF	Dorm Remote Flush Mount Hoffman Kit	6	\$218.25	\$1,309.50
SHPA150	High Power Paging Audio Module (includes one speaker)	5	\$1,495.00	\$7,475.00
SHPA150-D	High Power Paging Audio Module (includes two speakers)	2	\$2,175.49	\$4,350.98
SPC28-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies	2	\$3,194.38	\$6,388.76
SPC28-HSL-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies	1	\$3,194.38	\$3,194.38
SS-AST-LF	Alerting Strobe Light Fixture	4	\$225.00	\$900.00

**WESTNET****CONTRACT PRICE AND DELIVERABLES
(Continued)**

SSAT	Satellite (driven off Satellite Controller)	9	\$295.00	\$2,655.00
SSATKIT-TBD	Satellite Mounting Kit - TBD	27	\$48.00	\$1,296.00
SSAT-M	Satellite Controller	18	\$599.98	\$10,799.64
SS-CISC-M	Company Indicator (Apparatus Bay)	1	\$825.00	\$825.00
SSETS	Emergency Button	6	\$225.00	\$1,350.00
SSIL2	Silencer	1	\$685.00	\$685.00
SSPK-SW-M	Smart Station Speaker Switch-Main	1	\$225.00	\$225.00
SS-SAIU-10	Appliance and Systems Interface Unit (Comes with 1 Reset Button)	1	\$1,925.00	\$1,925.00
SS-SLA-4L	Alerting Strobe Light Adaptor	1	\$95.00	\$95.00
SS-TIM-01	Telephone Interface Module	1	\$1,199.95	\$1,199.95
SS-TTMR-M	Turnout Timer (Medium)	1	\$825.00	\$825.00
SVC-LIFT-FEE	Lift Service Fee	2	\$1,250.00	\$2,500.00
	2U Slotted Shelf - Kit	3	\$85.00	\$255.00
	Large Company Indicator (Outside)	4	\$4,265.00	\$17,060.00

NOTES:

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$87,932.76
Install Supplies	\$4,478.66
Total Tax (10.250 %)	\$9,472.17
Shipping and Handling	\$450.00
Station Equipment Install	\$49,850.00
Station Commissioning and Testing	\$1,040.00
One Year Toll Free Technical Support	\$9,722.10
Project Coordination	\$7,650.00
Special Engineering Services	\$2,000.00
Total Amount	\$172,595.69

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.

**WESTNET****EXHIBIT D****WESTNET PAYMENT SCHEDULE****Summary of Project Costs**

Description	Total Project
Port of Long Beach Fire Boat Station #15	\$172,595.69

	PROJECT MILESTONE	EXHIBIT	PROJECT COST %	INVOICE AMOUNT
1	Pre-Production / Contract Signature a) System Layout / Design b) Submittals, Equip Engineering c) Custom Programming	n/a	10%	\$17,259.57
2	Due Upon Delivery	Exhibit A-1	40%	\$69,039.28
3	Due Upon Installation	Exhibit A-2	35%	\$60,408.49
4	Due Upon Completion of Acceptance Test	Exhibit E	5%	\$ 8,629.78
5	Due Upon Final Acceptance	Exhibit F	10%	\$17,259.57

Total Amount: \$172,595.69

Westnet may invoice and the Customer agrees to pay upon satisfactory completion of each of the five (5) project milestones listed above.

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.

**EXHIBIT 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 properly 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:

**WESTNET**

- 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.

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

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

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	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).

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

Notes:

Customer Representative

Date

Printed Name & Title



WESTNET

EXHIBIT 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.

Customer Representative

Date

Printed Name & Title



EXHIBIT 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 (except UPS)
- 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	This priority level represents a significant issue that results in the inability to use the alerting systems. <ul style="list-style-type: none">• Station reports that it is not receiving any form of an alert or there is no audio in a fire station.• Other failures that render the fire station MCU and more than five audio transmitting devices unusable.
2	8:00 – 5:00 PST, Monday – Friday 2-Business- Day Response	This priority level represents a moderate issue that restricts normal use of the alerting systems. <ul style="list-style-type: none">• Any non-essential Fire Station device reported inoperable.• Reports of receiving other stations' or companies' alerts.• Requests to increase fire station volume levels within fire department-approved parameters.
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">• Requests to decrease volume levels within fire department-approved parameters• Add additional equipment, request programming, or voice-chip changes.• Requests for additional training.• Other non mission-critical matters in the dispatch centers or fire stations



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.
- 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 of notice of an on-site visit. If training, badges or background checks are required any time during the term, Customer agrees to pay for such costs.
- 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.



WESTNET

- 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.