



CONFIRE

Fund Balance Report FY 2019-2020

		Fund Balance As Of 04/30/20
Operations Fund (5008)		
Fund Balance 7/1/19		* \$ 2,033,652
Revenue	7,669,296	
Expenditures	(8,090,259)	
Net		(420,963)
Fund Balance As Of 04/30/20		\$ 1,612,689
Potential MOU/Operational Changes	(1,017,159)	
		(1,017,159)
Unassigned Fund Balance		\$ 595,530
<i>*FY 2019-20 Operating costs 10% is \$1,016,493 Per Board Policy</i>		
Equipment Reserve Fund (5009)		
Fund Balance 7/1/19		\$ 3,996,128
Revenue	387,770	
Expenditures	(332,004)	
Transfer out to County Fire	(1,991,140)	
Net		(1,935,374)
Fund Balance As Of 04/30/20		\$ 2,060,754
General Reserve Fund (5010)		
Fund Balance 7/1/19		* \$ 4,874,443
Revenue	494,885	
Expenditures	(75,058)	
Net		419,827
Fund Balance As Of 04/30/20		\$ 5,294,270
Reserve for CIP	(1,000,000)	
Transfer UAAL to 5011	(10,000)	
Retained for HDGC Operations	(533,209)	
Committed		(1,543,209)
Unassigned Fund Balance		\$ 3,751,061
<i>*FY 2019-20 Operating costs 25% is \$2,541,233 Per Board Policy</i>		
Term Benefits Reserve Fund (5011)		
Fund Balance 7/1/19		\$ 559,753
Revenue	6,077	
Annual Premium (Contract Agencies)	132,719	
Expenditures	-	
Net		138,796
Transfer UAAL From 5010		10,000
Fund Balance As Of 04/30/20		\$ 708,549



CONFIREFIRE

Call Summary
CONFIREFIRE/Comm Center

1743 W Miro Way
Rialto, CA 92376
County: San Bernardino

Year: 2020

From: 1/1/2020
To: 4/30/2020
Period: Month
Group: All
Call Type: All
Abandoned: Include Abandoned
Filters:

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-20	16708	76	16784	0.45%	11804	521	12325	15715	11931	204	27851	56960	103.1
Feb-20	15931	76	16007	0.47%	11814	477	12291	14611	11563	208	26382	54680	101.2
Mar-20	15120	55	15175	0.36%	11815	476	12291	16708	11993	159	28860	56326	107.4
Apr-20	13841	35	13876	0.25%	10251	379	10630	15791	11244	457	27492	51998	106.9
2020 Totals	61600	242	61842	0.39%	45684	1853	47537	62825	46731	1028	110565	219964	104.6
2019 Totals	59190	743	59933	1.24%	46743	1523	48266	68597	42278	692	111567	219766	108.4



CONFIRE

PSAP Answer Time

CONFIRE/Comm Center
 1743 W Miro Way
 Rialto, CA 92376 County: San Bernardino

Month - Year: 1/1/2020 - 4/30/2020
 Agency: Fire
 Affiliation:

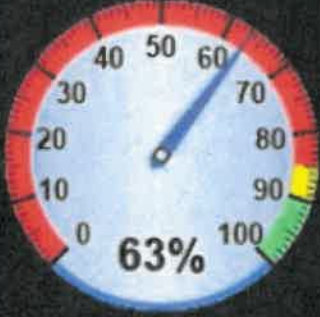



From: 1/1/2020
 To: 4/30/2020
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Call Type: 911 Calls

Call Hour	Answer Times In Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 2020 Total	14,331	1,014	507	622	203	100	7	16,784
% answer time ≤ 10 seconds	85.38%	6.04%	3.02%	3.71%	1.21%	0.60%	0.04%	100.00%
% answer time ≤ 15 seconds	91.43%							
% answer time ≤ 40 seconds	98.15%							
February 2020 Total	13,945	833	429	530	173	94	3	16,007
% answer time ≤ 10 seconds	87.12%	5.20%	2.68%	3.31%	1.08%	0.59%	0.02%	100.00%
% answer time ≤ 15 seconds	92.32%							
% answer time ≤ 40 seconds	98.31%							
March 2020 Total	13,540	714	361	376	112	66	6	15,175
% answer time ≤ 10 seconds	89.23%	4.71%	2.38%	2.48%	0.74%	0.43%	0.04%	100.00%
% answer time ≤ 15 seconds	93.93%							
% answer time ≤ 40 seconds	98.79%							
April 2020 Total	12,633	631	294	225	57	34	2	13,876
% answer time ≤ 10 seconds	91.04%	4.55%	2.12%	1.62%	0.41%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	95.59%							
% answer time ≤ 40 seconds	99.33%							
Year to Date 2020 Total	54,449	3,192	1,591	1,753	545	294	18	61,842
% answer time ≤ 10 seconds	88.05%	5.16%	2.57%	2.83%	0.88%	0.48%	0.03%	100.00%
% answer time ≤ 15 seconds	93.21%							
% answer time ≤ 40 seconds	98.61%							
Year to Date 2019 Total	54,546	2,553	1,128	1,250	302	144	10	59,933
% answer time ≤ 10 seconds	91.01%	4.26%	1.88%	2.09%	0.50%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	95.27%							
% answer time ≤ 40 seconds	99.24%							

CONFIRE Billable Incidents

Period: 01/01/2020 thru 04/30/2020

Jurisdiction	# of Incidents	% of Total
San Bernardino County	38,653	53.44%
VictorvilleFD	7,018	9.70%
RanchoCucamonga	5,152	7.12%
AppleValley	3,930	5.43%
ChinoValleyFD	3,714	5.13%
Redlands	3,472	4.80%
Rialto	3,420	4.73%
Colton	2,272	3.14%
MontclairFD	1,453	2.01%
Loma Linda	1,210	1.67%
Big Bear Fire	1,195	1.65%
San Manuel FD	424	0.59%
Running Springs	193	0.27%
Baker Ambulance	166	0.23%
Road Department	63	0.09%
BigBearCity	1	0.00%
Total	72,336	100%
BDC Division	# of Incidents	% of Total
East Valley	13,365	34.58%
Fontana	6,181	15.99%
Valley	5,430	14.05%
South Desert	3,667	9.49%
Hesperia	3,652	9.45%
North Desert	3,289	8.51%
Adelanto	1,604	4.15%
Mountain	1,465	3.79%
Total	38,653	100%

<p>Year-To-Date <input type="button" value="v"/></p>  <p>ConFire - Total Call Processing Time (90 sec)</p>	<p>Y-T-D Compliance: 63.38%</p> <p>Goal: 90.00%</p> <p>Standard: 00:01:30</p> <p>Total Responses: 83205</p> <p>In Compliance: 52733</p> <p>Out of Compliance: 30472</p>
<p>Year-To-Date <input type="button" value="v"/></p>  <p>ConFire - Call Pick Up to in Queue (60 Sec)</p>	<p>Y-T-D Compliance: 81.96%</p> <p>Goal: 90.00%</p> <p>Standard: 00:03:00</p> <p>Total Responses: 38450</p> <p>In Compliance: 31514</p> <p>Out of Compliance: 6936</p>
<p>Year-To-Date <input type="button" value="v"/></p>  <p>ConFire - Queue to Dispatch (30 Sec)</p>	<p>Y-T-D Compliance: 56.76%</p> <p>Goal: 90.00%</p> <p>Standard: 00:01:00</p> <p>Total Responses: 66743</p> <p>In Compliance: 37884</p> <p>Out of Compliance: 28859</p>
<p>Year-To-Date <input type="button" value="v"/></p>  <p>ConFire - Echo Call Processing (90 Sec)</p>	<p>Y-T-D Compliance: 95.16%</p> <p>Goal: 90.00%</p> <p>Standard: 00:03:00</p> <p>Total Responses: 84989</p> <p>In Compliance: 80872</p> <p>Out of Compliance: 4117</p>

RESOLUTION NO. 2020 - 01

BEFORE THE ADMINISTRATIVE COMMITTEE OF THE
CONSOLIDATED FIRE AGENCIESRecommendation to Admit Victorville Fire Department as a Party to
Consolidated Fire Agencies (“CONFIRE”) Joint Powers AgreementRECITALS

1. **WHEREAS**, City of Victorville is a municipal corporation (“City”) duly authorized under Government Code 34000 et seq. The City has established and maintains the City of Victorville Fire Department (the “Department”).
2. **WHEREAS**, Consolidated Fire Agencies (“CONFIRE”) is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code and its Joint Powers Agreement effective August 13, 1990, amended September 3, 2013, and amended again on September 17, 2013 and amended again December 4, 2019 (collectively, the “JPA”).
3. **WHEREAS**, pursuant to Section 5 and Section 8 of the body of the JPA, membership in CONFIRE may be acquired by a public agency that both becomes a signatory to the JPA and obtains the unanimous consent of all parties to the JPA.
4. **WHEREAS**, the City desires to become a member of CONFIRE.
5. **WHEREAS**, CONFIRE has studied the potential impacts of the City becoming a party to the JPA.
6. **WHEREAS**, CONFIRE has advised the City that it must pay, as a condition of the City becoming a party to the JPA and a member of CONFIRE for its Department, the sum of Seven Hundred Ninety Four Thousand Six Hundred Eighty-Three Dollars (\$794,683) to the general reserve fund (5010) of CONFIRE (the “Required-Buy-In”).

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED:

1. The Administrative Committee recommends to the CONFIRE Board of Directors that each current party to the JPA be urged to amend the JPA to admit the City as a member of CONFIRE on the condition that the City pay the Required-Buy-In on or before December 1, 2020.

THIS RESOLUTION was passed and adopted by the Administrative Committee of the Consolidated Fire Agencies at a regular meeting held on the _____ of _____, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and Approved by me after its passage.

Chairperson of the Administrative Committee
Consolidated Fire Agencies

ATTEST:

Secretary to the Administrative Committee
Consolidated Fire Agencies

RESOLUTION NO. _____

**BEFORE THE CITY COUNCIL OF THE
CITY OF VICTORVILLE**

**Request to Become a Party to
Consolidated Fire Agencies (“CONFIRE”) Joint Powers Agreement**

RECITALS

1. **WHEREAS**, the City of Victorville (“City”) is a municipal corporation duly authorized under Government Code 34000 et seq. .The City has established and maintains the City of Victorville Fire Department (the “Department”).
2. **WHEREAS**, Consolidated Fire Agencies (“CONFIRE”) is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code and its Joint Powers Agreement effective August 13, 1990, amended September 3, 2013, amended again on September 17, 2013, and amended again December 4, 2019 (collectively, the “JPA”).
3. **WHEREAS**, pursuant to Section 5 and Section 8 of the body of the JPA, membership in CONFIRE may be acquired by a public agency that both becomes a signatory to the JPA and obtains the unanimous consent of all parties to the JPA.
4. **WHEREAS**, the City desires it’s to become a member of CONFIRE for its Department.
5. **WHEREAS**, CONFIRE has studied the potential impacts of the City becoming a party to the JPA for its Department.
6. **WHEREAS**, CONFIRE has advised the City that it must pay, as a condition of the City becoming a party to the JPA and a member of CONFIRE for its Department, the sum of Seven Hundred Ninety Four Thousand Six Hundred Eighty-Three Dollars (\$794,683) to the general reserve fund (5010) of CONFIRE (the “Required-Buy-In”).

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED:

1. The City requests that CONFIRE recommend that each current party to the JPA agree to amend the JPA to admit the City as a party and a member of CONFIRE for its Department on the condition that the City pay the Required-Buy-In on or before December 1, 2020.
2. The City acknowledges that it will not be granted membership status with CONFIRE (or become a party to the JPA) for its Department without the unanimous consent of all current parties to the JPA.

3. If the City receives the unanimous consent of all current parties to the JPA to become a party to the JPA and a member of CONFIRE for its Department: (a) the City shall pay the Required-Buy-In on or before December 1, 2020; and (b) the Mayor or designee of the City is authorized and directed to execute the JPA and to take all further actions necessary to become a member of CONFIRE.

THIS RESOLUTION was passed and adopted by the City Council of the City of Victorville at a regular meeting held on the ^{2nd} of June, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and Approved by me after its passage.

Mayor
City of Victorville

ATTEST:

Clerk
City of Victorville

**CONFIRE, JPA
STATION LEVEL MAINTENANCE AGREEMENT**



**Fire Station Alerting System
On-Site Maintenance &
Technical Support Agreement**

Term: July 1, 2020 - June 30, 2021

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

1. INTRODUCTION

This document is submitted to serve as an Agreement (AGREEMENT) between Westnet, Inc., a California corporation, having a principal place of business at 15542 Chemical Lane, Huntington Beach, CA 92649, and Confire, JPA, having a principal place of business at 1743 W. Miro Way, Rialto, CA 92376, (herein Customer), wherein Westnet will provide varying levels of on-site maintenance and repair to the Customer's fire station alerting systems, as well as technical support, as described herein. This AGREEMENT is intended to clarify purchased services to be provided. Functionality or services not identified within this AGREEMENT may, at the discretion of Westnet, be included at additional cost with appropriate revisions to the AGREEMENT. References to Westnet include subcontractors hired by Westnet to perform the on-site maintenance.

2. PROJECT DELIVERABLES

There are no scheduled deliverables under this AGREEMENT. Should the Customer elect to purchase additional equipment or replacement equipment for damaged or destroyed units, said equipment is referred to in this AGREEMENT as Deliverables.

3. SERVICES

The proposed services include the functionality described below:

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:

Bronze Level Support

AGENCY	Stations
Rancho Cucamonga - RCF	7
Chino Valley - CHO	7
Victorville - VCV	6

- One-year technical phone support (24-hours per day)
- Repair and/or replacement of malfunctioning units at time and material rates
- Standard spare equipment delivery
- Remote diagnostic analysis and uploads, software upgrades (for software developed and licensed by Westnet)

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Gold Level Support

AGENCY	Stations
San Manuel - SMI	1
San Bernardino Co. - BDC	10
Colton - COL	4
Loma Linda - LOM	2
Redlands - RED	4
Rialto - RIA	1
Big Bear - BFA	4
Running Springs - RSP	1

- One-year technical phone support (24-hours per day)
- Labor and Equipment necessary to repair and/or replace malfunctioning units for issues arising from non-excluded causes
- Priority equipment delivery for replacement equipment
- Standard spare equipment delivery
- UPS and HPA battery replacement during the annual maintenance (as needed to comply with Westnet standards)
- Replace up to one (1) UPS per year for failures arising from non-excluded causes
- Remote diagnostic analysis and uploads, software upgrades (for software developed and licensed by Westnet)
- Conduct a scheduled annual onsite maintenance visit

A. WESTNET RESPONSIBILITIES:

- Westnet, Inc. will provide unlimited 24-hour toll free technical support on the First-In Fire Alerting Systems and remote software standard upgrades¹ (via VPN) for all stations listed in Attachment C (**Bronze Level Support**). Additionally, departments that selected **Gold Level Support** shall be entitled to one (1) pre-scheduled on-site maintenance visit and one additional onsite visit per year for each Fire Station listed as Gold in Exhibit C. Customer agrees that the on-site maintenance visit will be scheduled so that all stations can be visited on a single mobilization.
- Provide remote system maintenance and monitoring. Westnet Systems Group will provide remote system maintenance, remote standard software upgrades, station diagnostic testing, and monitoring of reported trouble with integrated system operations.
- Westnet will respond within four (4) hours for a system that is totally down. Westnet will have an initial response no later than the next business day for all other alerting system concerns.

¹ “Remote software upgrades” refers to software applications both developed and installed by Westnet. Accordingly, maintaining and updating operating systems and virus protection is the sole responsibility of the end user.

- For departments that selected **Gold Level Support**, Westnet will provide labor for repairing or replacing malfunctioning Equipment provided the malfunction was not caused by an event excluded under this AGREEMENT. Westnet will provide priority equipment delivery for department self-installation for replacement equipment purchased to replace equipment if the malfunction was caused by an event excluded under this AGREEMENT. Westnet will stock and provide customized "hot spares." Westnet will stock a Master Control Unit and voice-chips pre-programmed for the Customer.
- For departments that selected **Gold Level Support**, Westnet will repair or replace any malfunctioning component of the Equipment provided that the malfunction was not caused by an event excluded under this AGREEMENT. If Westnet elects to upgrade the Equipment rather than repair it, Westnet is under no obligation to upgrade other Equipment covered under this AGREEMENT. Westnet will pay for shipping back to Customer.
- For departments that selected **Gold Level Support**, Westnet will provide one (1) voice-chip reprogramming change on maintained equipment per Agreement term. Additional voice-chip reprogramming is available at the Westnet's hourly rate for Maintenance Plan customers (Attachment "A:"). Substantial programming changes that require an engineering upgrade are not included and will be quoted separately.
- Westnet may subcontract the services provided under this AGREEMENT. Westnet reserves the right to add or remove any subcontractors from this project. Westnet will obtain Customer approval prior to adding a new subcontractor to the project.
- For departments that selected **Gold Level Support**, Westnet will replace UPS batteries and HPA batteries during scheduled on-site maintenance as needed to comply with Westnet specifications. On-Line UPS replacement is not included.
- Westnet will provide Confire with estimates for departments with Bronze level support that require equipment replacement or onsite service, and will invoice Confire for said repairs and/or replacement equipment on a time and material basis at the rates listed below.
- Provide an accounting to Confire for all work completed during service calls and maintenance trips for each agency, which Confire can thereafter distribute to the appropriate agency(ies).
- All parties agree that for onsite work Westnet will utilize the prevailing wage determination listed at <https://www.dir.ca.gov/OPRL/2019-2/PWD/Determinations/Statewide/C-2B-2B2.pdf>

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WESTNET RESPONSE TIMES

Response times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table. 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 4-6 Hour Response	<p>This priority level represents a significant issue that results in the inability to use the dispatching and/or alerting systems.</p> <ul style="list-style-type: none"> • Any reported trouble with Westnet-supplied Dispatch System. • 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	<p>This priority level represents a moderate issue that restricts normal use of the dispatching and/or alerting systems.</p> <ul style="list-style-type: none"> • Any non-essential Dispatch Project or 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	<p>This priority level represents minor or non-emergency issues that do not restrict normal use of the dispatching and/or station alerting systems.</p> <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

B. CUSTOMER RESPONSIBILITIES:

- Confire to take initial calls and provide preliminary troubleshooting to eliminate non-Westnet components as potential failure points prior to Westnet mobilization.
- Provide and maintain an operating 24/7 VPN 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 equipment. The VPN must be tested and operating with Westnet before Westnet will assume responsibility for maintenance. A non-operational VPN will not extend the start date or the term of this AGREEMENT, and customer will be billed on a time and material basis for

any additional time spent diagnosing issues as a result of any lack of or delayed access to VPN .

- Ensure that the Westnet Monitoring Computer (if supplied) in Dispatch has 24/7 access to the VPN and to all Customer fire stations equipped with the First-In Fire Station Alerting Equipment. Customer will return the Westnet Monitoring Computer to Westnet upon Westnet's request, but no later than the conclusion of the contract term and any additional extensions. Westnet, in its sole discretion, will determine whether to utilize a Westnet Monitoring Computer in the Customer's dispatch center.
- Providing and installing all antivirus and operating system updates for any Dispatch or Station computer(s) supplied for or used in this project. ***The Customer will need to schedule the updates with Westnet in order to minimize system interruption.***
- Provide the make and model number of fire station radio that the First-In Alerting System will be 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.
- 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.
- Provide Westnet with code-access or Customer personnel who have 24/7 access to the station(s).
- 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.
- Provide a description of changes to station control circuits (i.e. lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.
- Ensure that the Master Control Unit (MCU) at each station is at all times plugged into a Westnet UPS. Westnet will exclude from this AGREEMENT the repair of any equipment not properly connected to the UPS.
- Ensure that the Master Control Unit (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.
- 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.
- Notify Westnet of any change in any equipment connected to the fire station alerting system.
- To obtain service and repair for the Product after initial Confire assessment and troubleshooting, contact the Westnet Systems Group at 800-807-1700. A Systems Group representative will assign a Case Number and provide diagnostic assistance.

4. SERVICE EXCLUSIONS AND CONDITIONS:

1. This Agreement may in the sole opinion of Westnet exclude:
 - a. Service made necessary by accident, misuse, abuse, neglect, water damage or improper maintenance;
 - b. Replacement of missing parts, retrofits or upgrades (including software upgrades for non-Westnet developed applications).
 - c. Installation, repair or replacement of other systems of which the Equipment may be a part;
 - d. Services made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by Westnet, power failures, surges or shortages, lightning, damage caused by or repairs by persons other than those authorized by Westnet to service the Product;
 - e. Service on Equipment purchased and/or used outside of the fifty (50) United States and the District of Columbia;
 - f. Service on Westnet products not specifically named in this AGREEMENT.
 - g. Service on third party products or service made necessary by use of incompatible or improperly operating third party products;
 - h. Service of Equipment upon which the Westnet or First-In label or logo, rating label or serial number has been defaced or removed;
 - i. Modifications to the Equipment not approved in writing by Westnet.
 - j. Should Westnet elect to provide replacement parts, a hardware or software upgrade, retrofit, or any other service excluded under this AGREEMENT, such an occurrence shall be considered a one-time event that is not within scope of this AGREEMENT and in no way is Westnet obligated to continue to provide, support or warranty that service.
2. If Customer or any Customer representative, employee or subcontractor authorizes Westnet to perform any services excluded under this AGREEMENT, Customer agrees to pay for such work according to the rates listed on Exhibit D.
3. If a reported problem involves a technical support call or on-site visit and the problem is associated with system(s) connected to or interfering with the alerting system (i.e. radio, network, CAD, public address), Westnet may charge the Customer for labor costs and travel expenses after three (3) technical support calls or two (2) on-site calls stemming from related issue(s) if Westnet deems that the problem does not reside with the alerting system. Westnet will not invoice the Customer on a time and material basis according to the rates in listed on Exhibit D.
4. Westnet may service Customer-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 or a Westnet representative. Customer shall pay Westnet the full retail value of the replacement part if Westnet does not receive the original part within ten (10) days after Customer's receipt of the replacement part.

5. Any Westnet-owned spares provided under this AGREEMENT are the property of Westnet. Any damage to a Westnet spare is not covered under this AGREEMENT and Customer shall pay for the repair or replacement of the spare.

5. LIMITATION OF LIABILITY:

1. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM LIABILITY OF WESTNET AND WESTNET'S SUBCONTRACTORS FOR DAMAGES RELATING TO THE SERVICES RENDERED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL MONIES PAID BY THE CUSTOMER FOR THE AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF LEGAL ACTION.

2. REPAIR, REPLACEMENT, OR REFUND OF THE MAINTENANCE AGREEMENT PRICE, ARE THE CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT. WESTNET DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE NON-INFRINGEMENT OF THIRD INTELLECTUAL PROPERTY RIGHTS. SOME STATE LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE TERM OF THIS AGREEMENT.

3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WESTNET OR WESTNET'S SUBCONTRACTORS SHALL NOT BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT, DELAY IN FURNISHING SERVICES, OR FAILURE TO FURNISH SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA OR SOFTWARE, LOSS OF USE OR LOST PROFITS, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THIS AGREEMENT GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS, AND THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

6. SCHEDULE

The services provided under this AGREEMENT commence upon final execution of this AGREEMENT, however, the maintenance period remains as defined in Section 7 below.

7. PRICE AND PAYMENT

The total price to be paid to WESTNET shall consist of the following annual rate:

Maintenance Period: July 1, 2020 to June 30, 2021

Annual Maintenance Amount: \$114,397.91

CUSTOMER will be invoiced quarterly in advance. All payments shall be made within 30 calendar days from date of invoice. 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.

8. OWNERSHIP OF SPARE EQUIPMENT/DATA/COMPUTER SOFTWARE

All spare equipment, spare computer software, spare hardware source-code and related deliverables (programs, data or program enhancements) shall be the property of Westnet, Inc. and, if applicable, shall be licensed to the Customer pursuant to the Westnet Software License Agreement. Notwithstanding the foregoing however, the Customer shall remain responsible for downloading and installing updates to the OS and antivirus software. Software not provided by Westnet is excluded from support.

9. LICENSING OF WESTNET-MODIFIED OR DEVELOPED OR PROVIDED COMPUTER SOFTWARE

All Westnet-modified or developed computer software, hardware source-code and related deliverables (programs, data or program enhancements) shall be the property of Westnet, Inc. and, if applicable, shall be licensed to the Customer pursuant to the Westnet Software License Agreement. Software not modified or developed by Westnet, Inc. is excluded from updates and support.

10. MAINTENANCE

Customer shall be responsible for all on-site maintenance and repairs to all other Customer systems. In the event that Customer elects to have Westnet, Inc. perform such maintenance or repairs, maintenance and repairs will be performed at the contract rates listed in Exhibit D.

11. WARRANTY

Nothing in this AGREEMENT shall be construed as a Product warranty, or as a change or modification to the Westnet, Inc. Standard Limited Warranty that was originally supplied with the Product, which may or may not still be in effect. There is no warranty on the training services or technical support.

12. TAXES

Unless otherwise specifically stated, prices are exclusive of all federal, state, or local sales, use, property, gross receipts, valued added or similar taxes based upon amounts payable to Westnet, Inc. pursuant to this AGREEMENT (herein Taxes). If Taxes are specifically included in the AGREEMENT and there is an increase in the tax rate during the term of the

AGREEMENT, the Customer will be responsible for the difference between the amount allocated in the AGREEMENT and the actual amount due.

13. PLACE OF PERFORMANCE

Place of performance is at Westnet for technical support, audio level-setting, and preliminary trouble-shooting. Customer agrees to provide appropriate work place accommodations, computer equipment, software and necessary fire station and dispatch access for Westnet personnel for all on-site work.

14. TERMINATION

At the expiration of the term of this agreement, either party may terminate this AGREEMENT with or without cause, or with no cause, upon thirty days (30) written notice to the other party at the then current business address of the other party.

15. GOVERNING LAW

This AGREEMENT will be governed by the laws of the State of California 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 AGREEMENT.

16. SEVERABILITY

Any provision of this AGREEMENT that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provisions of this AGREEMENT, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

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17. ENTIRE AGREEMENT

The terms and conditions of this AGREEMENT, the Westnet Limited Warranty, and Customer's purchase order constitute the entire agreement between the parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby. No amendment or modification shall be binding unless made in writing and signed by an authorized representative of Westnet. If any provision of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

WESTNET:
WESTNET, INC.

CUSTOMER:
CONFIRE, JPA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A: Maintenance Quote and Worksheet



WESTNET

15542 Chemical Lane
Huntington Beach, CA 92649
Phone: 714-548-3500 Fax: 714-901-5610



Quote: Confire 47 Station First-In Alerting Annual Maintenance 2020 - 2021 Revised 5

From: Zulema Perez

To: Confire, JPA

Confire, JPA

1743 W. Miro Way

Rialto, CA 92376

Contact:

Summary

Total Amount:	\$114,397.91	Quote ID:	Q-07098-F3Q6 Revision: 5
Shipping Method:	Ground	Date:	4/28/2020
Payment Terms:	Net 30	Effective To:	6/26/2020
Description:	This quote is for First-In Alerting Annual Maintenance July 1, 2020 - June 30, 2021 for the following agencies:		

San Manuel - 1 Fire Station
San Bernardino - 10 Stations (not including Fire Station 225)
Colton - 4 Fire Stations
Loma Linda - 2 Fire Stations
Redlands - 4 Fire Stations
Rialto - 1 Fire Station
Rancho Cucamonga - 7 Fire Stations
Big Bear - 4 Fire Stations
Running Springs - 1 Fire Station
Chino Valley - 7 Fire Stations
Victorville - 6 Fire Stations

The prevailing wage determination will be <https://www.dir.ca.gov/OPRL/2019-2/PWD/Determinations/Statewide/C-2B-2B2.pdf>

All calls will be initially routed through Confire, and Confire will conduct the initial troubleshooting to eliminate radio, network and power issues to the extent practicable. Westnet will continue to train dispatch managers per previously provided quote(s). Westnet will then provide Confire, and the appropriate agency contact, a ticket number to track the issue in addition to making the repair remotely.

Westnet will provide remote support under this maintenance proposal. Should onsite visits be required to keep Westnet equipment in each station in operational status, such visits will be billed to and paid for by Confire on a time and material basis. This pricing is based on a fixed number per station.



WESTNET

15542 Chemical Lane
Huntington Beach, CA 92649
Phone: 714-548-3500 Fax: 714-901-5610



**Quote: Confire 47 Station First-In Alerting Annual Maintenance 2020 - 2021
Revised 5**

From: Zulema Perez

To: Confire, JPA

Confire, JPA

1743 W. Miro Way

Rialto, CA 92376

Contact:

Summary

Total Amount:	\$114,397.91	Quote ID:	Q-07096-F3Q6 Revision: 5
Shipping Method:	Ground	Date:	4/28/2020
Payment Terms:	Net 30	Effective To:	6/26/2020
Description:	This quote is for First-In Alerting Annual Maintenance July 1, 2020 - June 30, 2021 for the following agencies:		

- San Manuel - 1 Fire Station
- San Bernardino - 10 Stations (not including Fire Station 225)
- Colton - 4 Fire Stations
- Loma Linda - 2 Fire Stations
- Redlands - 4 Fire Stations
- Rialto - 1 Fire Station
- Rancho Cucamonga - 7 Fire Stations
- Big Bear - 4 Fire Stations
- Running Springs - 1 Fire Station
- Chino Valley - 7 Fire Stations
- Victorville - 6 Fire Stations

The prevailing wage determination will be <https://www.dir.ca.gov/OPRL/2019-2/PWD/Determinations/Statewide/C-2B-2B2.pdf>

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Westnet will provide remote support under this maintenance proposal. Should onsite visits be required to keep Westnet equipment in each station in operational status, such visits will be billed to and paid for by Confire on a time and material basis. This pricing is based on a fixed number per station.

Clarifying Comments:

Quote includes prevailing wages rate. Quote does not include sales or use tax, customer is responsible for paying sales or use taxes if applicable. Payment terms are net 30 with payment milestones.

Quotes was revised 12/17/19 to remove the dispatch certification training \$3,855.00 from the quote and update the Victorville FS amount.

Quote was revised 1/23/2020 to offer Gold level maintenance for Silver level price.

Quote was revised 3/26/2020 to offer Bronze level maintenance and remove Confire Communications from the quote.

Quote was revised 4/28/2020 to update the maintenance to fiscal year dates.

Maintenance Year 2 - 5 not included in the total below.

Year 2 \$137,264.61
 Year 3 \$145,624.18
 Year 4 \$149,992.91
 Year 5 \$154,492.70

Shipping Information

Ship To: **Bill To:**

Details

Product ID	Product	QTY	Price	Sub Total
Warranty/Gold	San Manuel Fire Department - 1 Fire Station	1	\$11,840.47	\$11,840.47
Gold	San Bernardino - 10 Fire Stations (Does Not Include FS 225)	1	\$28,807.86	\$28,807.86
Gold	Colton - 4 Fire Stations	1	\$4,080.00	\$4,080.00
Gold	Loma Linda - 2 Fire Stations	1	\$11,900.03	\$11,900.03
Gold	Redlands - 4 Fire Stations	1	\$6,800.03	\$6,800.03
Gold	Rialto - 1 Fire Station	1	\$4,760.03	\$4,760.03
Bronze	Rancho Cucamonga - 7 Fire Stations	1	\$19,599.72	\$19,599.72
Warranty/Gold	Big Bear - 4 Fire Stations	1	\$7,168.36	\$7,168.36
Warranty/Gold	Running Springs - 1 Fire Station	1	\$2,408.31	\$2,408.31
Warranty/Bronze	Chino Valley - 7 Fire Stations	1	\$11,433.17	\$11,433.17
Warranty/Bronze	Victorville - 6 Fire Stations	1	\$5,599.92	\$5,599.92

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	\$114,397.91
Install Supplies	\$0.00
Total Tax (%)	\$0.00
One Year Toll Free Technical Support	\$0.00
Total Amount	\$114,397.91

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.

ATTACHMENT B: TIME AND MATERIAL RATES

Additional Support Services

Additional support services shall be made available by Westnet at the request of the agencies according to the specially negotiated rates below. These rates are subject to change as California Department of Industrial Relations wage determinations are modified in the future.

Role/Service	Hourly Rate
On-Site Technician I (Prevailing Wage)	\$225.00
Remote Technical Assistance Technician I	\$185.00
Remote Technical Assistance Technician II	\$185.00
Software Programming (Jr. Developer)	\$205.00
Software Programming (Sr. Developer)	\$225.00
Fire Station Alerting System Design Services	\$185.00
Standard Programming	\$185.00
Custom Programming & Testing Services	\$225.00
Project Management	\$185.00