

**AGREEMENT FOR FIRST-IN ALERTING
MAINTENANCE AND SERVICES**

WESTNET, INC.

On this _____ day of September, 2022 ("Effective Date") the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and WESTNET, INC., a California corporation, whose address is 15542 Chemical Lane, Huntington Beach, California 92649 ("Contractor"), mutually agree as follows:

1. Scope of Services. Contractor shall furnish all labor, materials and equipment for and perform the First-In Alerting Maintenance and Support ("Services") at the City's fourteen (14) fire stations as set forth in Exhibit "A" attached hereto and incorporated herein by reference.
2. Term. The term of the Agreement shall be from November 14, 2023, through December 13, 2027, unless earlier terminated as provided herein.
3. Compensation. City shall pay Contractor for the performance of the Services during the term of this Agreement in an amount not to exceed Three Hundred Sixteen Thousand Six Hundred Ninety-Four Dollars (\$316,694.00). City shall pay Contractor for Services performed to City's satisfaction on a quarterly basis in accordance with the City's standard payment provisions.
4. Extra Material. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price unless prior written approval for the same has been granted by City. In addition, Contractor shall only be compensated for services actually rendered.
5. Warranty of Services. Contractor agrees to perform the services under this Agreement in a professional, workmanlike, and commercially reasonable manner, which is similar to the services provided to its other customers.
6. Limited Warranty. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND CONTRACTOR'S STATUTORY WARRANTY OF GOOD TITLE, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS COVERED HEREBY, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR 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.

Contractor shall obtain in the name of City, or transfer or assign to City or City's designee, any and all warranties or guarantees which Contractor obtained from manufacturers or suppliers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

7. General Compliance with Laws. Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations, which in any manner affect those, employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

8. Business Tax and Penalties. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

9. Business License. As a condition of this Agreement, Contractor shall secure a business license to operate in the City of Riverside, and shall also secure any other licenses or permits, which may be required.

10. Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act.

Prior to City's execution of this Agreement, Contractor shall file with City either (1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or (2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with the City shall provide that City shall be given ten (10) days' prior written notice before modification or cancellation thereof.

Contractor's workers' compensation carrier shall be authorized to transact insurance business in the State of California with a policyholder's rating of "A" or higher and a Financial Class VII or larger.

11. Commercial General Liability and Automobile Liability Insurance. Prior to City's execution of this Agreement, Contractor shall secure, and shall thereafter maintain until

completion of the Agreement, such commercial general and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger and shall cover commercial general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Commercial General	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile	\$1,000,000 per occurrence

Policies or original certificates of insurance along with additional insured endorsement acceptable to City, evidencing the coverage required by this Agreement for both commercial general and automobile liability, shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provisions:

Solely for Services performed by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers and employees are added as additional insureds under this policy.

The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to

the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.

12. Termination. City and Contractor shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- a. Contractor fails to promptly begin performance of the Services; or
- b. Contractor fails to perform the Services in accordance with the Contract Documents, including conforming to applicable standards set forth therein, or refuses to remove and replace rejected materials or unacceptable work; or
- c. Contractor discontinues performance of the Services; or
- d. Contractor fails to make payment to subcontractors for materials or labor in accordance with applicable law; or
- e. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- f. Contractor otherwise is guilty of breach of a provision of this Agreement; or
- g. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. Force Majeure, Shortages and Offsets. Contractor will not be liable for loss or damage of any kind resulting from any delay in delivery or failure to supply ordered products or otherwise carry out its obligations under this Agreement due to causes beyond its reasonable control, and no such event will relieve the City of its obligations to make payments for other deliveries made when due under this Agreement. Such causes may include, but shall not be limited to, acts of God, the elements, acts or omissions of the Contractor, carriers, suppliers to Contractor or civil or military authorities, fires, labor disputes and other inabilities of Contractor to obtain necessary labor, materials or supplies from usual sources. If temporarily excused from performance under this Agreement by any such circumstances, Contractor shall resume its performance as soon as is reasonably feasible. Contractor reserves the right, in its sole judgment and without liability to the City, reasonably to allocate its available production capacity and

product inventories as may be necessary or equitable in the event of any shortages of production capacity or products at any time. Contractor may offset against any amounts owed by Contractor to the City under this Agreement or otherwise any credits or amounts that are owed by the City to Contractor under this Agreement or otherwise.

14. Indemnification. Except as to the sole negligence, or willful misconduct of City, Contractor shall defend, indemnify and hold the City, for a period of four years following the termination of this Agreement, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by Contractor or any of Contractor's employees, agents or subcontractors and from all claims by Contractor's employees, subcontractors and agents for compensation for services rendered to Contractor in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or any of the Contractor's employees, subcontractors or agents.

The parties expressly agree that any payment, reasonable attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

15. Defense Obligation. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the "Parties to be defended") by any third party from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (1) the work, activities operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or (2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless or, which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately-insured and experienced legal counsel reasonably acceptable to the City.

16. Non-Discrimination. During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex, sexual orientation, or military or veterans status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

17. Prevailing Wage. As applicable, pursuant to Section 1771 of the California Labor Code, Contractor and all subcontractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein.

Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day's work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour workdays and forty-hour workweeks.
- f. Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

<u>City</u>	<u>Contractor</u>
City of Riverside Attn: Fire Chief 3900 Main Street Riverside, CA 92522	Westnet, Inc. Attn: Dawn Matheny 15442 Chemical Lane Huntington Beach, CA 92649

19. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. Independent Contractor. Contractor shall at all times during its performance of the Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Contractor or its employees and agents.

21. Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

22. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

23. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attest:

By: _____
City Clerk

WESTNET, INC.
a California corporation

By: _____
Printed Name: Dawn Matheny
Title: Chief Financial Officer
By: _____
Printed Name: Richard Matheny
Title: President

Certified as to Availability of Funds:

By: _____
Finance Director

Approved as to form:

By: _____
Senior Deputy City Attorney

EXHIBIT "A"

Scope of Services

(Inserted behind this page)

FIRST-IN ALERTING ANNUAL MAINTENANCE AND SUPPORT STATEMENT OF WORK

1. Scope of Services

Westnet will provide comprehensive turnkey maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance according to Westnet's original manufacturing specifications. The Services to be provided under this agreement include the following:

- One year, 24/7 toll-free Technical Support and On-Site Maintenance (Maximum two visits per Fire Station) for all equipment and software for all fourteen (14) Fire Stations.
- Repair and/or replacement of malfunctioning units. Including UPS batteries. However, On-Line UPS replacement is not included.
- Spare equipment delivered the next business day (and Saturdays 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. 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. • 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. • 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. • 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 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 for the additional work is required.

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'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.

5. Service Exclusions and Conditions

A. Service made necessary by damaged cables, accident, misuse, abuse, neglect, water damage, or maintenance conducted by unauthorized person(s) by a party other than Westnet or a Westnet subcontractor.

B. Installation, repair or replacement of other systems of which the System may be a part, but which is specifically not a Westnet product or a product installed by Westnet as part of the System.

C. Service of product on which the Westnet or First-In label or logo, rating label or serial number have been defaced or removed.

D. Problems directly associated with systems connected to the System (e.g., radio, network, CAD, public address) and not related to the System.

E. Service made necessary by damaged cables, accident, misuse, abuse, neglect, water.

F. Severe weather or traffic-related delays. Any guaranteed response times do not apply for severe weather or traffic-related incidents.

**WESTNET**

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



Quote: Riverside Fire Department First-In Alerting 5 Year Annual Maintenance 2023 - 2027

To: Riverside Fire Department**From: Zulema Perez**

Riverside Fire Department

3401 University Ave

Riverside, CA 92501

Contact:

Summary

Total Amount:	\$316,694.00	Quote ID:	Q-08606-S0G2
Shipping Method:	Ground	Date:	8/19/2022
Payment Terms:	Net 30	Effective To:	11/4/2022
Description:	This is a quote for First-In Alerting annual maintenance for (5) five years starting November 14, 2023 - November 13, 2027. Quote includes on-site maintenance or repair and 24/7 toll-free technical support for all (14) Fire Stations. Quote includes "hot spare" equipment and exchange service, remote system maintenance, station diagnostic testing, and monitoring of reported trouble with integrated system operations. Westnet will provide all parts and labor necessary to restore the equipment to working order in accordance with factory specifications in effect at the time the Equipment was purchased. Quote includes UPS battery replacements. However, On-Line UPS replacement is not included and will be invoiced separately. Customer to provide VPN access to Westnet for remote adjustments and support.		

Clarifying Comments: Quote includes (2) two prevailing wage visits per year per station.
The payment for each year is due quarterly or annually in advance.

Shipping Information

Ship To:**Bill To:**

Details

Product ID	Product	QTY	Price	Sub Total
	2023	14.00	\$4,261.00	\$59,654.00
	2024	14.00	\$4,389.00	\$61,446.00
	2025	14.00	\$4,520.00	\$63,280.00
	2026	14.00	\$4,656.00	\$65,184.00
	2027	14.00	\$4,795.00	\$67,130.00
Equipment Total				\$316,694.00
Install Supplies				\$0.00
Total Tax (%)				\$0.00
One Year Toll Free Technical Support				\$0.00
Total Amount				\$316,694.00

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.

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.

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: _____

Westnet, Inc.

By _____

CORPORATE CERTIFICATE

STATE OF)
) SS:
COUNTY OF)

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the _____, a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Agreement for _____ between the City of Riverside and this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary (Seal)