

**AMENDMENT NUMBER TWO
TO AGREEMENT
WITH
FIRE INFORMATION SUPPORT SERVICES, INC.**

This Amendment Number Two ("Amendment") is made and entered into this 30th day of June, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and FIRE INFORMATION SUPPORT SERVICES, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on July 1, 2017 for Consultant to provide fire information support consulting services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of one (1) year, with the option to extend the Agreement for three (3) additional one (1) year periods; and

WHEREAS, on June 30, 2018, City and Consultant extended the term of the Agreement through June 30, 2019; and

WHEREAS, City and Consultant now desire to extend the term for one (1) additional year, through June 30, 2020.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through June 30, 2020.
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

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

CITY OF COSTA MESA

Jan Amatt
Acting City Manager

Date: 7/19/19

CONSULTANT

[Signature]
Signature
CAROL BRESHEARS, PRESIDENT
Name and Title

Date: 6/26/19

ATTEST:

Brenda Green
City Clerk



Date: 7/23/19

APPROVED AS TO FORM:

Funkeil Hall Barlow
City Attorney

Date: 7/12/19

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

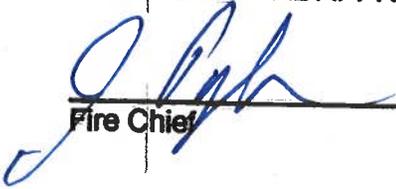
Date: 7/19/19

APPROVED AS TO CONTENT:

[Signature]
Project Manager

Date: 7/10/19

DEPARTMENTAL APPROVAL:



Fire Chief

Date: 7/10/19

APPROVED AS TO PURCHASING:



Finance Director

Date: 7/10/19



42485 Buck Road
Hemet, CA 92544
(949) 632-0034

STATEMENT OF WORK (Exhibit A)

PROJECT: FireRMS 5, CADLink , PDSI Interfaces and MFR Ongoing Support

Introduction

This Statement of Work (SOW) is for use between Fire Information Support Services, Inc. and the City of Costa Mesa. Fire Information Support Services, Inc. is providing professional services for the aboved named project.

This SOW is intended for new projects encompassing standard products. This document is executed between Fire Information Support Services, Inc. and the City of Costa Mesa and includes only those products and services to be provided by Fire Information Support Services, Inc.

Products and Services to be Provided

Only standard products are provided. Any non-standard products or professional services, including but not limited to systems integration, project or program management, systems engineering or custom application support are considered additional items for which the appropriate charge shall apply. These additional services or products shall be documented in detail on the appropriate purchase order and Change Order form and will be the sole responsibility of the City of Costa Mesa. Any costs incurred for phone support from Zoll, Inc. or on-site professional services will be the sole responsibility of the City of Costa Mesa. The term of this project is annual and renewable.

Signatures of City of Costa Mesa and Fire Information Support Services, Inc. are required and executed copies of the SOW are to be sent to all signing parties.

This Statement of Work shall be used only in conjunction with the sale and ongoing use of the following Zoll's RescueNet fire products: Zoll's Fire RMS 5 Enterprise, Zoll's Mobile Products, Zoll's Message Server (AMS CADLink and PDSI Interfaces), Zoll's Rescue Extensions, Zoll's , Zoll's EPCR Solution.

Responsibilities of the City of Costa Mesa

A. The City of Costa Mesa is responsible for all aspects of the project including, but not limited to, installation and configuration of the mobile and server software, provision of all hardware including operating systems and dependant software applications, connections from the server to the state NCIC database, local networks and/or databases, and wireless infrastructures. User and administrative training, system testing and acceptance, and system testing and acceptance are also the responsibility of the City of Costa Mesa and Fire Information Support Services, Inc. Any changes to these requirements must be detailed in this Statement of Work or a resulting change order.

B. The City of Costa Mesa shall provide Zoll, Inc.'s support personnel any required modem IDs or IP addresses necessary to create and update server configuration files. These files shall be updated by Zoll, Inc.'s support personnel via dial-up access or created and shipped to the City of Costa Mesa at the address on page one of this document as appropriate

C. The City of Costa Mesa shall ensure that all hardware meets or exceeds Zoll, Inc. currently published system requirements and specifications.

D. Fire Information Support Services, Inc. personnel will not provide any on-site visits, project or program management, systems engineering or custom applications Support for this project unless it is specified in the applicable P0 or unless those services are included in a separate P0 and in accordance with the pricing guidelines provided by Fire Information Support Services, Inc.

F.. The City of Costa Mesa is solely responsible for the configuration and maintenance of the communications infrastructure and local or wide area networks. Additional server seats, applications, or functionality may affect the throughput and/or efficiency of the data communications system. Communications coverage, as well as network or communications infrastructure loading or reliability, are the sole responsibility of the City of Costa Mesa or agency.

F. The City of Costa Mesa is responsible for providing end-user contact information, communications infrastructure provider, and the name of the CAD/RMS software in use at the agency, as appropriate.

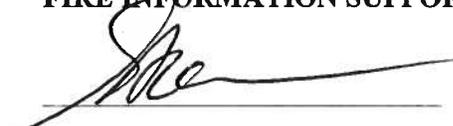
G. Zoll, Inc.. Mobile Government Division may consider the ship date of the software as the official date of system acceptance and bill accordingly for Annual Maintenance.

II. Changes may be made to the order referenced above. All changes that will affect deliverables, established timelines, or services must be documented in a Change Order Form and executed by the City of Costa Mesa and Fire Information Support Services, Inc. Any such changes may result in additional costs and project delays as appropriate.

This Statement of Work document is valid only with all applicable signatures below

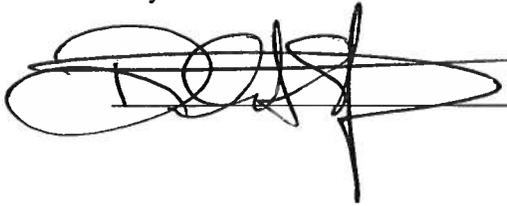
Signatures

FIRE INFORMATION SUPPORT SERVICES, INC.

 _____ Date 06/01/2019

Carol Breshears, President

City of Costa Mesa

 _____ Date 6/18/19 KS



42485 Buck Road
 Hemet, CA 92544
 (949) 632-0034

Exhibit "B"

Costa Mesa Fire Department - Schedule for 2019-2020

Additional Ongoing Services Schedule of Support/Training Costs

On Site Support (General and System Administration) Minimum 4 hours	\$100.00 per hour
Off Site (via broadband VPN, Includes Systems Administration) NOTE: Purchased in blocks of 10 hour segments	\$100.00 per hour
Training (Additional Modules) Average Training Per Module = 8 Hours Average Shift Training Per Module = 8 Hours Per Shift (Split 4 hrs ½ Shift) Minimum of 8 hours required	\$100.00 per hour
24 by 7 support by Fire Information Support Services (Immediate) NOTE: Supplements Zoll's standard support and maintenance.	\$125.00 per hour
24 by 7 support by Fire Information Support Services (4 hour delay) NOTE: Supplements Zoll's standard support and maintenance.	\$100.00 per hour
Standard Service Hourly Rate (Installs, Upgrades, Backup, Quarterly Reports) NOTE: Materials are included with Zoll's standard support and maintenance	\$100.00 per hour
Standard Service Bi-Annual Update (Install Upgrades 2 per year) NOTE: Materials are included with Zoll's standard support and maintenance	\$3,750.00 per update
Travel Time	No Charge
Travel Expenses for EXTRA WORK	Charged at actual cost
Note: This has to be changed to match what was approved in the budget.	
CSFM Quarterly Reports	\$1,600.00
Fire Prevention Maintenance and Training	\$7,500.00
Upgrade Services Bi-Annually	\$7,500.00
Total contracted amount not to exceed \$16,600.00	


 Carol L. Breshears
 President