

Fresno Area:
 90 E. Escalon Ave. #120
 Fresno, CA 93710
 (559) 292-7871
 ACO # 4638
 Con. Lic. 484100



Merced Area:
 2301 Aviation Dr.
 Atwater, CA 95301
 (209) 384-3305
 (800) 972-0003
 (209) 722-1107-Fax
 HoffmanElectronics.com

CHANGE ORDER / ADDENDUM

This Agreement is made and entered into by and between Hoffman Electronic Security, hereinafter referred to as "Hoffman", and Hereinafter referred to as "Subscriber".

SUBSCRIBER City of Merced 1776 Grogan Ave, Merced, CA 95341	DESCRIPTION OF JOB Cellular Upgrade – Various locations See Below
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This Change Order / Addendum becomes a part of and is to be attached to the Agreement made by and between Hoffman and Subscriber, and is referenced by the name of subscriber for additions or changes to the former Agreement. All provisions of the original Agreement apply with the same force and effect to this Change Order.

Hoffman to upgrade existing 3G cellular communicators to 4G LTE Cellular communicators at \$250 each. Work to be done at Prevailing Wage Rates.

COM Recreation	Com-Storm Pump Station 16	Com-Storm Pump Station 1b
Com Ralph Shannon Parcade Parks & Rec	Com-Storm Pump Station 42	Com-Storm Pump Station 1a
Com Sign Shop Bldg 3a	Com-Storm Pump Station 26	Com-Storm Pump Station 25
Com Sewer Lift Station 7	Com-Storm Pump Station 29	Com-Storm Pump Station 9
Com Sewer Lift Station 18	Com-Storm Pump Station 31	Com-Storm Pump Station 7
Com Sewer Lift Station 20	Com-Storm Pump Station 27	Com-Storm Pump Station 52
Com Sewer Lift Station 21	Com-Storm Pump Station 48	Com-Storm Pump Station 5
Com Sewer Lift Station 22	Com-Storm Pump Station 17	Com-Storm Pump Station 45
Com Sewer Lift Station 23	Com-Storm Pump Station 21	Com-Storm Pump Station 3
Com Well Site 1	Com-Storm Pump Station 44	Com-Storm Pump Station 59
Com Well Site 2	Com-Storm Pump Station 41	Com-Storm Pump Station 8
Com Well Site 7	Com-Storm Pump Station 43	Com-Storm Pump Station 60
Com-Storm Pump Station 38	Com-Storm Pump Station 47	Com-Storm Pump Station 12
Com-Storm Pump Station 2	Com-Storm Pump Station 46	Com-Storm Pump Station 54
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Com-Storm Pump Station 23	Com-Storm Pump Station 19	COM-Refuse/Sweeping/Fleet Remote Site
Com-Storm Pump Station 24	Com-Storm Pump Station 30	Com-Storm Pump Station 10 - New
Com-Storm Pump Station 11	Com-Storm Pump Station 40	

Additional Cost To Subscriber: Fourteen Thousand Dollars and No Cents \$14,000.00
 56 Cellular Communicators at \$250 each - \$14,000

ACCEPTANCE OF Change Order - The above prices, specifications and conditions are satisfactory and are hereby accepted. Hoffman is authorized to do the work as specified. Payment will be made as outlined above.

Approved By *[Signature]*
 Not valid unless signed by an officer of Hoffman Electronic Systems

By *Stephanie R. Dutz*
 Subscriber

Date 6/16/21

Date 8/12/21

This Agreement shall not be binding upon Hoffman approved by an officer of Hoffman

Subscriber acknowledges that he has received a copy of this Agreement unless from an officer of Hoffman



ATTEST:
CITY CLERK

BY _____

Assistant/Deputy City Clerk

Account Number: Multiple account lines

Amount: \$14,000.00

VERIFIED

BY: _____

Finance Officer

FINANCE ENTRY	
Contract No:	<u>301223</u>
Vendor Number:	<u>1749</u>
P.O. Number:	<u>142346</u>
Funds Available:	<u>Funds available. mfg 8/19/21</u>
06/30/21	

City of Merced - 209# Accounts

Cellular Communicators Upgrade 3G to 4G (56)

Bill Business Name	Bill Address	Site Address	Account #	General Ledger Account No	Cost
1 COM Recreation	COM Recreation	626 & 636 W.18th Street	1011362	024-1204-542.21-00	\$250.00
2 Ralph Shannon Parade	Ralph Shannon Parade	638 W. 18th Street	1011358	671-1119-532.25-00	\$250.00
3 PUBLIC WORKS SIGN SHOP BLDG 3A	Public Works Sign Shop 3A	1776 Grogan Avenue	1011386	559-1108-532.25-00	\$250.00
4 Sewer Lift Station 7	Sewer Lift Station 7	2215 Cooper Avenue	1011393	559-1108-532.25-00	\$250.00
5 Sewer Lift Station 18	Sewer Lift Station 18	3125 Merced Avenue	1011404	559-1108-532.25-00	\$250.00
6 Sewer Lift Station 20	Sewer Lift Station 20	305 Cardella & Bancroft Drive	1011406	559-1108-532.25-00	\$250.00
7 Sewer Lift Station 21	Sewer Lift Station 21	2309 MALASPINA	1011407	559-1108-532.25-00	\$250.00
8 Sewer Lift Station 22	Sewer Lift Station 22	481 WINDER AVE	1011408	559-1108-532.25-00	\$250.00
9 Sewer Lift Station 23	Sewer Lift Station 23	203 RANCHO CAMINO DR	1011409	559-1108-532.25-00	\$250.00
10 Water Well Site 1	Water Well Site 1	477 ST LAWRENCE AVE	1011435	557-1106-532.25-00	\$250.00
11 Water Well Site 2	Water Well Site 2	1201 PARSONS AVE	1011436	557-1106-532.25-00	\$250.00
12 Water Well Site 7	Water Well Site 7	3562 MCKEE ROAD	1011438	557-1106-532.25-00	\$250.00
13 Pump Station 38	Pump Station 38	4040 Tanager Ct	8302982	118/169-1165-532.25-00	\$250.00
14 Pump Station 2	Pump Station 2	3315 Campus Drive	8302984	125-1165-532.25-00	\$250.00
15 Pump Station 4	Pump Station 4	1317 W.N. Bear Creek Drive	8302985	124/148-193-1165-25-00	\$250.00
16 Pump Station 22	Pump Station 22	3495 San Pablo Avenue	8302990	113-1165-532.25-00	\$250.00
17 Pump Station 23	Pump Station 23	"N" STREET BEHIND JOHN	8302991	132-1165-532.25-00	\$250.00
18 Pump Station 24	Pump Station 24	2090 LOPES AVENUE	8302992	111/145-1165-532.25-00	\$250.00
19 Pump Station 11	Pump Station 11	100 Parson Avenue	8302993	121/144/173-1166-532.25-00	\$250.00
20 Pump Station 16	Pump Station 16	1417 W.N. BEAR CREEK	8302994	108-1165-532.25-00	\$250.00
21 Pump Station 42	Pump Station 42	Buena Vista & Sarasota Avenue	8302997	141/151/178/1165/195-25-00	\$250.00
22 Pump Station 26	Pump Station 26	97 E. Gerard Avenue	8302999	142-1165-532.25-00	\$250.00
23 Pump Station 29	Pump Station 29	1105 Cormarant Drive	8303000	143-1165-532.25-00	\$250.00
24 Pump Station 31	Pump Station 31	1945 Sandoz Ct	8303003	101-1165-532.25-00	\$250.00
25 Pump Station 27	Pump Station 27	1980 Auto Center Drive	8303008	117-1165-532.25-00	\$250.00
26 Pump Station 48	Pump Station 48	San Augustine Avenue	8303009	172/184-1166-532.25-00	\$250.00
27 Pump Station 17	Pump Station 17	HORIZON & AVIGNON DRIVE	8303010	174/190-1166-532.25-00	\$250.00
28 Pump Station 21	Pump Station 21	"R" STREET FAHRENS CREEK	8303011	110-1165-532.25-00	\$250.00
29 Pump Station 44	Pump Station 44	CARDILLA & FREEMARK	8303012	170-1166-532.25-00	\$250.00
30 Pump Station 41	Pump Station 41	4355 BIXBY WAY	8303013	164-1166-532.25-00	\$250.00
31 Pump Station 43	Pump Station 43	CREEKVIEW & SILVERSTONE	8303015	167/185-1166-532.25-00	\$250.00
32 Pump Station 47	Pump Station 47	MERCED AVE & DYLAN COURT	8303016	168/177-1166-532.25-00	\$250.00
33 Pump Station 46	Pump Station 46	3375 Blix Avenue	8303017	166/181-1166-532.25-00	\$250.00
34 Pump Station 50	Pump Station 50	S.W. CORNER WAVERLY DRIVE	8303018	188/189/191-1166-532.25-00	\$250.00
35 Pump Station 49	Pump Station 49	CORNER OF "M" STREET	8303019	159-1165-532.25-00	\$250.00
36 Pump Station 19	Pump Station 19	GILBERT MACIAS PARK	8303077	109/136-1165-532.25-00	\$250.00
37 Pump Station 30	Pump Station 30	1002 Deerfield Ct	8303094	116/139-1165-532.25-00	\$250.00
38 Pump Station 40	Pump Station 40	1304 El Portal Drive	8303098	102/114-1165-532.25-00	\$250.00
39 Pump Station 1B	Pump Station 1B	AIRPORT, SOUTH OF 1A	8303187	559-1114-532.25-00	\$250.00
40 Pump Station 1A	Pump Station 1A	285 Riggs Avenue	8303189	559-1114-532.25-00	\$250.00
41 Pump Station 25	Pump Station 25	1801 Wardrobe Avenue	8303190	559-1114-532.25-00	\$250.00
42 Pump Station 9	Pump Station 9	CAMERON LN BEAR CREEK	8303191	559-1114-532.25-00	\$250.00
43 Pump Station 7	Pump Station 7	200 S.E. Parsons Avenue	8303197	559-1114-532.25-00	\$250.00
44 Pump Station 52	Pump Station 52	JOE HERB SOCCER FIELD	8303199	559-1114-532.25-00	\$250.00
45 Pump Station 5	Pump Station 5	3343 Bismark Avenue	8303200	559-1114-532.25-00	\$250.00
46 Pump Station 45	Pump Station 45	SAN JOSE & ROUNDHILL	8303204	170-1166-532.25-00	\$250.00
47 Pump Station 3	Pump Station 3	2761 Cooper Avenue	8303213	559-1114-532.25-00	\$250.00
48 Pump Station 59	Pump Station 59	"G" & Santa Fe Undercrossing	8303216	559-1114-532.25-00	\$250.00
49 Pump Station 8	Pump Station 8	2980 Wainwright Avenue	8303217	559-1114-532.25-00	\$250.00
50 Pump Station 60	Pump Station 60	CANAL & MCNAMARA	8303219	559-1114-532.25-00	\$250.00
51 Pump Station 12	Pump Station 12	1567 RONNIE COURT	8303303	140-1165-532.25-00	\$250.00
52 Pump Station 54	Pump Station 54	3255 E. Gerard/Campus Parkway	8303305	559-1114-532.25-00	\$250.00
53 Pump Station 18	Pump Station 18	1813 W. Lopes Avenue	8303306	106-1165-532.25-00	\$250.00
54 Pump Station 6	Pump Station 6	1150 Paseo Verde Avenue	8303311	122-1165-532.25-00	\$250.00
55 Refuse Transfer Station Bulky Item	Refuse Transfer Station Bulky Item	1150 Paseo Verde Avenue	8303335	671-1119-532.25-00	\$250.00
56 Pump Station 10	Pump Station 10	Yosemite Ave & "G" Street	Added Late	126/194/196/197-1165-532.25-00	\$250.00
					\$14,000.00

Handwritten notes: "1.00", "2.00", "3.00", "4.00", "5.00", "6.00", "7.00", "8.00", "9.00", "10.00", "11.00", "12.00", "13.00", "14.00", "15.00", "16.00", "17.00", "18.00", "19.00", "20.00", "21.00", "22.00", "23.00", "24.00", "25.00", "26.00", "27.00", "28.00", "29.00", "30.00", "31.00", "32.00", "33.00", "34.00", "35.00", "36.00", "37.00", "38.00", "39.00", "40.00", "41.00", "42.00", "43.00", "44.00", "45.00", "46.00", "47.00", "48.00", "49.00", "50.00", "51.00", "52.00", "53.00", "54.00", "55.00", "56.00".


Handwritten notes: "Fund 126 66.5%", "Fund 194 19.6%", "Fund 196 5.2%", "Fund 197 8.7%".

Account Number: SEE ATTACHED

Amount: \$250.00

VERIFIED

BY: 
Finance Officer

FINANCE ENTRY	
Contract No:	<u>301223</u>
Vendor Number:	<u>1749</u>
P.O. Number:	<u>142346</u>
Project Number:	<u>n/a</u>
Funds Available:	<u>Funds Available.  11/12/21</u> <u>FL 11/15/21</u>

**City of Merced - 209# Accounts
Cellular Communicators Upgrade 3G to 4G (56)**

REDUCTION IN CONTRACT						
	Bill Business Name	Site_Address	Account #	General Ledger Account No	Cost	
1	Ralph Shannon Parcade	638 W. 18th Street	1011358	671-1119-532.25-00 /	-\$250.00	
2	PUBLIC WORKS SIGN SHOP BLDG 3A	1776 Grogan Avenue	1011386	022-1104-532.25-00	-\$250.00	
3	Pump Station 11	100 Parson Avenue	8302993	121/144/173-1166-532.25-00	-\$250.00	Fund 121 68%, Fund 144 14%, Fund 173 18%
4	Pump Station 10	Yosemite Ave & "G" Street	Added Late	126/194/196/197-1165-532.25-00	-\$250.00	Fund 126 66.5%, Fund 194 19.6%, Fund 196 5.2%, Fund 197 8.7%
					-\$1,000.00	
ADDITION TO CONTRACT						
	Bill Business Name	Site_Address	Cust #	General Ledger Account No	Cost	
1	Parks & Rec	364 W. 27th Street	10737	024-1216-542.21-00 /	\$250.00	
2	Recreation	1040 Canal Street	10737	024-1216-542.21-00	\$250.00	
3	Civic Center & IT	678 West 18th Street	10737	671-1119-532.25-00 /	\$250.00	
4	Auto Shop Building 2	1776 Grogan Avenue	10737	670-1103-532.25-00	\$250.00	
5	Com-Storm Pump Station 37	Halley Ave/Antares Ct	14206	121-1165-532.25-00	\$250.00	
					\$1,250.00	
				Net Contract Change:	\$250.00	

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Additional Cost To Subscriber: Fourteen Thousand Dollars and No Cents \$14,000.00
 56 Cellular Communicators at \$250 each - \$14,000

ACCEPTANCE OF Change Order - The above prices, specifications and conditions are satisfactory and are hereby accepted. Hoffman is authorized to do the work as specified. Payment will be made as outlined above.

Approved by [Signature]
 Not valid unless signed by an officer of Hoffman Electronic Systems

Date 6/16/21

By [Signature: Stephanie R. Ditz]
 Subscriber

Date 8/12/21

This Agreement shall not be binding upon Hoffman approved by an officer of Hoffman

Subscriber acknowledges that he has received a copy of this Agreement unless from an officer of Hoffman

WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally, it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours.

9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") and monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. **HOPFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE.** When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched. We may charge an additional fee for such service that will be added to the then current monthly fee. Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.

10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ1X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL, or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.**

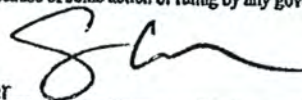
11. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay for the charge.

12. **AFTER WARRANTY REPAIR SERVICE.** At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.

(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).

13. **SUBSCRIBER'S DUTIES.** You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., Infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT.** You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority;



information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. **ENTIRE AGREEMENT.** The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. **THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. **OUR LICENSES.** ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826. **CANCELLATION.** [RESIDENTIAL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By _____
(Sales Agent & Agent Reg #)

[Signature]
Management Approval

Date: 4/11, 2020

STEVE CARRIGAN

(Print Subscriber's Name)

By *[Signature]*

Date: 5/22/20

Type of Entity:
 Sole Proprietorship Partnership
 Corporation/LLC Other

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER. SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.

ATTEST:
CITY CLERK

BY *[Signature]*
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

[Signature] 4/13/20
SCHUYLER A. CAMPBELL Date
Deputy City Attorney

CITY LOCATIONS & ALARM TYPES

count	Description and Location			Alarm Type	Existing Equipment and Special Requirements	Cellular Card	Monthly	Annual Cost	General Ledger Account Number	Shared Cost
54	SEWER LIFT STATION 23	203					\$12	\$144	553-1108-532.21-00	
55	SEWER LIFT STATION 13	3381					\$12	\$144	553-1108-532.21-00	
56	SEWER LIFT STATION 14						\$12	\$144	553-1108-532.21-00	
57	SEWER LIFT STATION 15	1348	E.				\$12	\$144	553-1108-532.21-00	
58	WWTP SOLIDS BLDG FIRE PNL	10260					\$12	\$144	553-1108-532.21-00	
59	WWTP LAB FIRE PNL	10260		Fire Alarm Intrusion & Motion	Fire Riser & Alarm Wireless: Doors: 5, Motion 5; Keypad: 1		\$12	\$144	553-1108-532.21-00	
60	WWTF-MULTI BLDGS	10260		Intrusion & Motion	Wireless: Doors: 57, Motion 11; Wired: Door:1, Motion: 1; Keypads: 2		\$12	\$144	553-1108-532.21-00	
					subtotal:		\$281	\$3,372		
61	WWTP - LAND APPLICATION	10260		Intrusion	Wired Doors: 3, Keypad: 1, cell communicator	X	\$17	\$204	553-1115-532.21-00	
							\$17	\$204		
				High/Low Well Water Level, Power Failure, & Cabinet Door Intrusion Alarms	Alarm Equipment	X				
62	STORM PUMP STATION 1B						\$17	\$204	553-1114-532.21-00	
63	STORM PUMP STATION 2	3315					\$17	\$204	125-1165-532.21-00	
64	STORM PUMP STATION 3	2781				X	\$17	\$204	553-1114-532.21-00	
	STORM PUMP STATION 4	1317	W.N.			X	\$11	\$128	124-1165-532.21-00	62.50%
65	STORM PUMP STATION 4	1317	W.N.			X	\$6	\$66	148-1165-532.21-00	32.50%
	STORM PUMP STATION 4	1317	W.N.			X	\$1	\$10	193-1166-532.21-00	5%
66	STORM PUMP STATION 5	3343				X	\$17	\$204	553-1114-532.21-00	
67	STORM PUMP STATION 6	1150				X	\$17	\$204	122-1165-532.21-00	
68	STORM PUMP STATION 7	200	S.E.			X	\$17	\$204	553-1114-532.21-00	
69	STORM PUMP STATION 9					X	\$17	\$204	553-1114-532.21-00	
70	STORM PUMP STATION 10					X	\$14	\$164	126-1165-532.21-00	80.4%
	STORM PUMP STATION 10					X	\$3	\$40	194-1166-532.21-00	19.6%
	STORM PUMP STATION 11	100				X	\$12	\$139	121-1165-532.21-00	68%
71	STORM PUMP STATION 11	100				X	\$2	\$29	144-1165-532.21-00	14%
	STORM PUMP STATION 11	100				X	\$3	\$37	173-1166-532.21-00	18%
72	STORM PUMP STATION 12	1567				X	\$17	\$204	140-1165-532.21-00	
73	STORM PUMP STATION 16	1417				X	\$17	\$204	108-1165-532.21-00	
74	STORM PUMP STATION 18	1813	W.			X	\$17	\$204	106-1165-532.21-00	
75	STORM PUMP STATION 19					X	\$4	\$53	109-1165-532.21-00	26.1%
	STORM PUMP STATION 19					X	\$13	\$151	138-1165-532.21-00	73.9%
76	STORM PUMP STATION 20	1384				X	\$12	\$144	127-1165-532.21-00	
77	STORM PUMP STATION 22	3495				X	\$17	\$204	113-1165-532.21-00	
78	STORM PUMP STATION 23					X	\$17	\$204	132-1165-532.21-00	
79	STORM PUMP STATION 24	2090				X	\$8	\$99	111-1165-532.21-00	48.3%
	STORM PUMP STATION 24	2090				X	\$9	\$105	145-1165-532.21-00	51.7%
80	STORM PUMP STATION 26	97	E.			X	\$17	\$204	142-1165-532.21-00	
81	STORM PUMP STATION 29	1105				X	\$17	\$204	143-1165-532.21-00	
82	STORM PUMP STATION 30	1002				X	\$11	\$131	116-1165-532.21-00	64.2%
	STORM PUMP STATION 30	1002				X	\$6	\$73	139-1165-532.21-00	35.8%
83	STORM PUMP STATION 31	1945				X	\$17	\$204	101-1165-532.21-00	
84	STORM PUMP STATION 35	3088	W			X	\$12	\$144	107-1165-532.21-00	
85	STORM PUMP STATION 38	4040				X	\$16	\$190	118-1165-532.21-00	93%
	STORM PUMP STATION 38	4040				X	\$1	\$14	169-1166-532.21-00	7%
86	STORM PUMP STATION 40	1304				X	\$8	\$94	102-1165-532.21-00	45.9%
	STORM PUMP STATION 40	1304				X	\$9	\$110	114-1165-532.21-00	54.1%
	STORM PUMP STATION 42					X	\$9	\$105	141-1165-532.21-00	51%
	STORM PUMP STATION 42					X	\$2	\$23	151-1165-532.21-00	11%
87	STORM PUMP STATION 42					X	\$1	\$11	178-1166-532.21-00	5%

CITY LOCATIONS & ALARM TYPES										
count	Description and Location			Alarm Type	Existing Equipment and Special Requirements	Cellular Card	Monthly	Annual Cost	General Ledger Account Number	Shared Cost
	STORM PUMP STATION 42			" "	" "	X	\$5	\$59	165-1168-532.21-00	29%
	STORM PUMP STATION 42			" "	" "	X	\$1	\$6	195-1168-532.21-00	3%
88	STORM PUMP 1A AIRPORT	285		" "	" "	X	\$17	\$204	553-1114-532.21-00	
89	STORM PUMP STATION 8	2880		" "	" "	X	\$17	\$204	553-1114-532.21-00	
90	STORM PUMP STATION 17			" "	" "	X	\$10	\$114	174-1168-532.21-00	56%
	STORM PUMP STATION 17			" "	" "	X	\$7	\$90	190-1168-532.21-00	44%
91	STORM PUMP STATION 21			" "	" "	X	\$17	\$204	110-1165-532.21-00	
92	STORM PUMP STATION 27	1980		" "	" "	X	\$17	\$204	117-1165-532.21-00	
93	STORM PUMP STATION 37			" "	" "	X	\$17	\$204	121-1165-532.21-00	
94	STORM PUMP STATION 41	4355		" "	" "	X	\$17	\$204	164-1168-532.21-00	
95	STORM PUMP STATION 43			" "	" "	X	\$6	\$67	167-1168-532.21-00	33%
	STORM PUMP STATION 43			" "	" "	X	\$11	\$137	185-1168-532.21-00	67%
96	STORM PUMP STATION 44			" "	" "	X	\$17	\$204	170-1168-532.21-00	
97	STORM PUMP STATION 45			" "	" "	X	\$17	\$204	170-1168-532.21-00	
98	STORM PUMP STATION 46	3375		" "	" "	X	\$8	\$92	168-1168-532.21-00	45%
	STORM PUMP STATION 46	3375		" "	" "	X	\$9	\$112	181-1168-532.21-00	55%
99	STORM PUMP STATION 52			" "	" "	X	\$17	\$204	553-1114-532.21-00	
100	STORM PUMP STATION 54	3255	E.	" "	" "	X	\$17	\$204	553-1114-532.21-00	
101	STORM PUMP STATION 59			" "	" "	X	\$17	\$204	553-1114-532.21-00	
102	STORM PUMP STATION 48			" "	" "	X	\$6	\$69	172-1168-532.21-00	34%
	STORM PUMP STATION 48			" "	" "	X	\$11	\$135	184-1168-532.21-00	68%
103	STORM PUMP STATION 47			" "	" "	X	\$7	\$90	168-1168-532.21-00	44%
	STORM PUMP STATION 47			" "	" "	X	\$10	\$114	177-1168-532.21-00	56%
104	STORM PUMP STATION 50			" "	" "	X	\$9	\$102	188-1168-532.21-00	60%
	STORM PUMP STATION 50			" "	" "	X	\$7	\$88	189-1168-532.21-00	43%
	STORM PUMP STATION 50			" "	" "	X	\$1	\$14	191-1168-532.21-00	7%
105	STORM PUMP STATION 49			" "	" "	X	\$17	\$204	153-1165-532.21-00	
106	STORM PUMP STATION 25	1801		" "	" "	X	\$17	\$204	553-1114-532.21-00	
107	STORM PUMP STATION 60			" "	" "	X	\$17	\$204	553-1114-532.21-00	
					subtotal:			\$772	\$9,284	
108	WELL SITE #1	477		Tank Intrusion	Alarm Equipment	X	\$17	\$204	557-1108-532.21-00	
109	WELL SITE #2	1201	S.	Tank Intrusion	Alarm Equipment	X	\$17	\$204	557-1108-532.21-00	
110	WELL SITE #7	3362		Tank Intrusion	Alarm Equipment	X	\$17	\$204	557-1108-532.21-00	
					subtotal:			\$51	\$612	
111	SOLID WASTE TRANSFER SITE	3504		Intrusion	1 Alarm, 1 Keypad	X	\$17	\$204	671-1119-532.21-00	
					subtotal:			\$17	\$204	
					BID TOTAL:			\$1,632	\$19,584	
112	7-ANTICIPATED NEW CITY FACILITIES (Well Sites/Sewer Lift, Pump Stations/City Buildings)			Intrusion/Fire	Miscellaneous Equipment	X	\$119	\$1,428	TO BE DETERMINED	
					GRAND TOTAL:			\$1,751	\$21,012	

purchase order. Any work undertaken without a valid separate purchase order shall be a gift to the City of Merced.

- 8) The Contractor will bill the City on a separate invoice for other authorized work performed and shall include the purchase order number on the invoice.

All such services are to be coordinated with the City and results of the work shall be monitored by the City. The means by which the work is accomplished shall be the sole responsibility of the Contractor.

Fresno Area:
 90 E. Escalon Ave. #120
 Fresno, CA 93710
 (559) 292-7871
 ACO # 4638
 Con. Lic. 484100



Merced Area:
 2301 Aviation Dr.
 Atwater, CA 95301
 (209) 384-3305
 (800) 972-0003
 (209) 722-1107-Fax
 HoffmanElectronics.com

CHANGE ORDER / ADDENDUM

This Agreement is made and entered into by and between Hoffman Electronic Security, hereinafter referred to as "Hoffman", and Hereinafter referred to as "Subscriber".

Change Order Submitted to: City of Merced - WWTP Address: 678 W. 18th St , Merced , Ca 95340 Phone: Submission Date: 1/4/2022	Job Name: City of Merced - WWTP Job Location: 10260 Gove Rd, Merced, CA 95341 Architect: Date of Plans:
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This Change Order / Addendum becomes a part of and is to be attached to the Agreement made by and between Hoffman and Subscriber, and is referenced by the name of subscriber for additions or changes to the former Agreement. All provisions of the original Agreement apply with the same force and effect to this Change Order.

Parts List:

- | | |
|---|--|
| 1 EA Labor | 6 EA O.H.D. Contact |
| 1 EA XR550 Panel w/Network Module, Transformer, battery | 1 EA Power Supply 6V,12V,24V w/battery & Xformer |
| 1 EA Cellular Communicator (XR150,550) | 1 EA Waterproof enclosures |
| 3 EA Keypad | |
| 50 EA Universal Transmitter | |
| 12 EA Wireless Motion | |
| 1 EA Wireless High Power Receiver | |
| 6 EA Wireless Repeater | |
| 1 EA 15W Siren | |
| 1 EA 30W Siren | |
| 1 EA Outdoor Siren Enclosure | |

Hoffman to replace existing security system.

Additional Cost To Subscriber: Fourteen Thousand Four Hundred Ninety Five Dollars and No Cents \$14,495.00 Additional Monthly Fee:\$17.00 per month
--

ACCEPTANCE OF Change Order - The above prices, specifications and conditions are satisfactory and are hereby accepted. Hoffman is authorized to do the work as specified. Payment will be made as outlined above.

APPROVED AS TO FORM:

By _____
Sales Agent

Kimberly Maes 1/25/22
Date

Deputy City Attorney

Approved By *[Signature]*
Not valid unless signed by an officer of Hoffman Electronic Systems

By *[Signature]*
Subscriber

Date 1/28/2022

Date 1/25/22

This Agreement shall not be binding upon Hoffman approved by an officer of Hoffman

Subscriber acknowledges that he has received a copy of this Agreement unless from an officer of Hoffman

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we may impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. RECEIPT OF COPY. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT. ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.

5. DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO \$1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. INSTALLATION OF THE SYSTEM. You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. door switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. **IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANT ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS (\$500).**

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER. IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION ON VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO LOG INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. **WHAT IS COVERED:** LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. **HOW TO GET SERVICE:** CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00

Hoffman

MH

Subscriber

Stephanie Hutz

APPROVED AS TO FORM:

Kimberly 4/25/22

P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.

c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally, it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours

9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") and monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List.

HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.

10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

11. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receives too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay for the charge.

12. **AFTER WARRANTY REPAIR SERVICE.** At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.

(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).

13. **SUBSCRIBER'S DUTIES.** You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other such

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Subscriber

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detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. **YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.**

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars (\$10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree to the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of \$250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. **YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

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Subscriber Stephanie Hutz

APPROVED AS TO FORM:

 Kimberly Cruz 1/25/22

21. **INCREASE IN SERVICES FEE.** Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

22. **INFORMATION AND PRIVACY.** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, or otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. **ENTIRE AGREEMENT.** The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. **OUR LICENSES.** ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826. **CANCELLATION.** [RESIDENTIAL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

STEPHANIE DIETZ / CITY MANAGER
[Print Subscriber's Name]

By _____
(Sales Agent & Agent Reg #)

By Stephanie Dietz

[Signature]
Management Approval

Date: 2/25/22
Type of Entity:

Date: 1/28, 2022

Sole Proprietorship Partnership
 Corporation/LLC Other

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER. SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.

APPROVED AS TO FORM:

Kimberly Magy 1/25/22
Date

Deputy City Attorney

Hoffman MT

Subscriber [Signature]


Account Number: 553-1108-532-26-00

Amount: \$14,495.00

VERIFIED

BY: 
Finance Officer

FINANCE ENTRY	
Contract No:	<u>301223</u>
Vendor Number:	<u>1749</u>
P.O. Number:	<u>142346</u>
Project Number:	<u>n/a</u>
Funds Available:	<u>Funds Available. <i>MF 2/22/22</i></u> <i>FL 4/22/22</i>

ATTEST:
CITY CLERK
BY: 
Assistant/Deputy City Clerk



count	Customer_N		Alarm_Acco		Monthly	Annual	Account #	% Split	
	umber	Site_Name	unt	Site_Address_1					
1	10737-11	Adam Grays Office / Water Division - Burj	8306147	690 W 16th St Adam Grays Office	\$	15.00	\$ 180.00	671-1119-532.21-00	100%
2	10737-69	City of Merced - WWTP	8305471	10260 S Gove	\$	17.00	\$ 204.00	553-1115-532.21-00	100%
3	10737-11	COM Adam Grays Ofc	1011364	690 W 16th St Adam Gray Office	\$	12.00	\$ 144.00	671-1119-532.21-00	100%
4	10737-3	Com Civic Center-Fire	410972	678 W 18th Street	\$	12.00	\$ 144.00	671-1119-532.21-00	100%
5	10737-57	Com Civic Cnt & 3rd Fl Cty Mgr	1011440	678 W 18th St	\$	12.00	\$ 144.00	001-0201-512.17-00	100%
6	10737-9	Com Civic Cnt & It Dept	8306179	678 W 18th St	\$	17.00	\$ 204.00	672-0403-512.24-00	100%
7	10737-8	Com Finance & Civic Ctr	1011359	678 W 18th St	\$	12.00	\$ 144.00	001-0701-512.21-00	100%
8	10737-23	Com Merced Admin Bldg 1	1011381	1776 Grogan Ave	\$	12.00	\$ 144.00	029-1102-532.21-00	100%
9	10737-21	Com Merced Airport Hanger (Fire)	1011379	20 Macready Dr	\$	12.00	\$ 67.00	561-1303-562.17-00	47%
							\$ 77.00	561-1303-532.25-00	53%
10	10737-22	COM Merced Airport Terminal	1011380	20 Macready Dr	\$	12.00	\$ 144.00	561-1303-562.17-00	100%
11	10737-20	Com Merced Pd Whs # 1	1011378	460 Grogan Ave	\$	12.00	\$ 144.00	001-1001-522.17-00	100%
12	10737-5	Com Merced PD Bell Station	1010226	415 W 18th St	\$	12.00	\$ 144.00	063-2005-572.17-00	100%
13	10737-58	Com Merced Pd Dept Whrs 2	1011441	460 Grogan Ave	\$	12.00	\$ 144.00	001-1001-522.17-00	100%
14	10737-18	Com Merced Pd Evidence Rm	1011375	611 W. 22nd St	\$	12.00	\$ 144.00	001-1001-522.17-00	100%
15	10737-19	Com Merced Pd Records Storage Shed	1011376	611 W 22nd St	\$	12.00	\$ 144.00	001-1001-522.17-00	100%
16	10737-1	Com Merced Pd S Station Burg	117768	470 W 11th St	\$	12.00	\$ 144.00	001-1001-522.17-00	100%
17	10737-2	Com Merced Pd S Station- Fire Acct	117773	470 W 11th St	\$	12.00	\$ 144.00	001-1001-522.17-00	100%
18	10737-68	Com Merced PD Sun Star Building	8305139	3033 G st	\$	17.00	\$ 204.00	001-1001-522.17-00	100%
19	10737-60	Com Merced Pd Whrs 4	1011443	460 Grogan Ave	\$	12.00	\$ 144.00	001-1001-522.17-00	100%
20	10737-66	Com Merced PD Yard	8305099	460 Grogan Ave	\$	17.00	\$ 204.00	001-1001-522.17-00	100%
21	10737-59	Com Merced Police Bomb Squad	1011442	460 Grogan Ave	\$	12.00	\$ 144.00	001-1001-522.17-00	100%
22	10737-62	Com Merced Zoo Keeper Office	1011447	1045 W 25th Street	\$	12.00	\$ 144.00	024-1205-542.21-00	100%
23	*new*	Zoo Gift Shop	*new*	1045 W 25th Street	\$	36.00	\$ 432.00	024-1205-542.21-01	100%
24	10737-12	Com Parking Garage (Fire)	1011366	1801 M St	\$	12.00	\$ 144.00	671-1119-532.21-00	100%
25	10737-13	Com Purchasing Dept	1011367	2525 O St	\$	17.00	\$ 204.00	001-0702.512-21-00	100%
26	10737-7	Com Ralph Shannon Parcade (Fire)	1011358	638 W 18th St	\$	12.00	\$ 144.00	671-1119-532.21-00	100%
27	10737-10	Com Ralph Shannon Parcade Parks & Rec	8306180	636 W 18th St	\$	17.00	\$ 204.00	024-1201-542.21-00	100%
28	10737-6	COM Recreation	8304308	1040 Canal St	\$	17.00	\$ 204.00	024-1218-542.21-00	100%
29	10737-15	Com Rossotti Bldg Applegate Park	1011370	1045 W 25th St	\$	17.00	\$ 204.00	024-1204-542.21-00	100%
30	10737-16	Com Senior Cnt (Burg Fire)	1011371	755 W 15th St	\$	12.00	\$ 144.00	024-1216-542.21-00	100%
31	10737-38	Com Sewer Lift Station 10	1011396	1842 Valley Forge	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
32	10737-39	Com Sewer Lift Station 11	1011397	3254 E Childs Ave	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
33	10737-40	Com Sewer Lift Station 12	1011398	Unilever N Hwy 59	\$	12.00	\$ 144.00	553-1115-532.21-00	100%
34	10737-41	Com Sewer Lift Station 13	1011399	3381 R St	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
35	10737-42	Com Sewer Lift Station 14	1011400	Hwy 140	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
36	10737-43	Com Sewer Lift Station 15	1011401	1348 E Alexander Ave	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
37	10737-44	Com Sewer Lift Station 16	1011402	3400 San Francisco	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
38	10737-45	Com Sewer Lift Station 17	1011403	3156 N Hwy 59	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
39	10737-46	Com Sewer Lift Station 18	8306176	3125 Merced Ave	\$	17.00	\$ 204.00	553-1108-532.21-00	100%
40	10737-47	Com Sewer Lift Station 19	1011405	504 Alfarata	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
41	10737-32	Com Sewer Lift Station 2	1011390	E St & Main St	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
42	10737-48	Com Sewer Lift Station 20	8306173	305 Cardella Rd	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
43	10737-49	Com Sewer Lift Station 21	8306171	2309 Malaspina Dr	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
44	10737-50	Com Sewer Lift Station 22	8306169	481 Winder Ave	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
45	10737-51	Com Sewer Lift Station 23	8306177	203 Rancho Camino Dr	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
46	10737-33	Com Sewer Lift Station 3	1011391	1931 Grogan Ave	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
47	10737-34	Com Sewer Lift Station 6	1011392	Hawk Dr	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
48	10737-35	Com Sewer Lift Station 7	8306175	2215 Cooper Ave N S	\$	17.00	\$ 204.00	553-1108-532.21-00	100%
49	10737-36	Com Sewer Lift Station 8	1011394	E Hwy 140 & Kibby Rd	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
50	10737-37	Com Sewer Lift Station 9	1011395	3304 Columbia Ave	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
51	10737-17	Com Stephen Leonard Rec Cnt	1011373	640 T Street	\$	12.00	\$ 144.00	024-1218-542.21-00	100%
52	14206-1	Com Storm Pump Station 20	1011423	West Of 1384 Hansen Ave	\$	12.00	\$ 144.00	127-1165-532.21-00	100%
53	14206-2	Com Storm Pump Station 35	1011431	3088 W Queens Circle	\$	12.00	\$ 144.00	107-1165-532.21-00	100%
54	10737-31	Com Traffic Light Signal Whs	1011389	1720 W 16th St	\$	12.00	\$ 144.00	022-1104-532.21-00	100%
55	10737-14	Com Transportation Cnt (Burg/Fire)	1011368	710 W 16th St	\$	12.00	\$ 144.00	671-1119-532.21-00	100%
56	10737-52	Com Well Site 1	8306185	477 St Lawrence Ave	\$	17.00	\$ 204.00	557-1106-532.21-00	100%
57	10737-53	Com Well Site 2	8306186	1201 S Parsons Ave	\$	17.00	\$ 204.00	557-1106-532.21-00	100%
58	10737-55	Com Well Site 7	8306187	3362 Mckee Rd	\$	17.00	\$ 204.00	557-1106-532.21-00	100%
59	10737-61	Com Wwtf Fire Electrical Bld Fire	1011445	10260 Gove Rd	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
60	10737-63	Com Wwtf Lab (Fire)	1011524	10260 Gove Road	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
61	10737-56	Com Wwtf Multi Bldgs	1011439	10260 Gove Rd	\$	12.00	\$ 144.00	553-1108-532.21-00	100%
62	10737-25	Com-Auto Buildings	8306184	1776 Grogan Ave	\$	17.00	\$ 204.00	670-1103-532.21-00	100%
63	10737-67	COM-Merced P/D	8305100	415 W 18th St.	\$	17.00	\$ 204.00	001-1001-522.17-00	100%
64	10737-65	COM-Parks & Community Services	1012138	364 W 27th St	\$	17.00	\$ 204.00	024-1218-542.21-00	100%
65	10737-64	COM-Refuse/Sweeping/Fleet Remote Site	8303935	3504 N Hwy 59	\$	17.00	\$ 204.00	671-1119-532.21-00	100%
66	10737-29	Com-SCADA Sign Shop-Conf Room	1011387	1776 Grogan Ave	\$	12.00	\$ 144.00	029-1102-532.21-00	100%
							\$ 135.66	126-1165-532.21-00	66.5%
							\$ 39.98	194-1166-532.21-00	19.6%
							\$ 10.61	196-1166-532.21-00	5.2%
							\$ 17.75	197-1166-532.21-00	8.7%
							\$ 138.72	121-1165-532.21-00	68%
67	14206-46	Com-Storm Pump Station 10	8303014	G St East Side Of St N.	\$	17.00	\$ 28.56	144-1165-532.21-00	14%
							\$ 36.72	173-1166-532.21-00	18%
68	14206-27	Com-Storm Pump Station 11	8302993	100 Parsons Ave S.E Corner Of	\$	17.00	\$ 204.00	140-1165-532.21-00	100.0%
69	14206-16	Com-Storm Pump Station 12	8303303	Across From 1567 Ronnie Ct	\$	17.00	\$ 204.00	108-1165-532.21-00	100%
70	14206-28	Com-Storm Pump Station 16	8302994	1417 W.N Bear Creek Dr	\$	17.00	\$ 114.24	174-1166-532.21-00	56%
71	14206-35	Com-Storm Pump Station 17	8303010	East Side Of Horizons Ave	\$	17.00	\$ 89.76	190-1166-532.21-00	44%
72	14206-19	Com-Storm Pump Station 18	8303306	1813 W. Lopes Ave	\$	17.00	\$ 204.00	106-116-532.21-00	100%

73	14206-44	Com-Storm Pump Station 19	8303077 N.W Corner Of Gilbert Macias	\$	17.00	\$	53.24	109-1165-532.21-00	26.1%
						\$	150.76	136-1165-532.21-00	73.9%
74	14206-5	Com-Storm Pump Station 1a	8303189 Airport N. Of Storm Pump 1b	\$	17.00	\$	204.00	553-1114-532.21-00	100%
75	14206-4	Com-Storm Pump Station 1b	8303187 Airport S. Of Station 1a	\$	17.00	\$	204.00	553-1114-532.21-00	100%
76	14206-22	Com-Storm Pump Station 2	8302984 East Of 3315 Campus Dr	\$	17.00	\$	204.00	125-1165-532.21-00	100%
77	14206-36	Com-Storm Pump Station 21	8303011 R St E.Side Of Street North	\$	17.00	\$	204.00	110-1165-532.21-00	100%
78	14206-24	Com-Storm Pump Station 22	8302990 3495 San Pablo Ave	\$	17.00	\$	204.00	113-1165-532.21-00	100%
79	14206-25	Com-Storm Pump Station 23	8302991 East Side Of N. St Behind	\$	17.00	\$	204.00	132-1165-532.21-00	100%
80	14206-26	Com-Storm Pump Station 24	8302992 2090 Lopes Ave	\$	17.00	\$	98.53	111-1165-532.21-00	48.3%
						\$	105.47	145-1165-532.21-00	51.7%
81	14206-6	Com-Storm Pump Station 25	8303190 1801 Wardrobe Ave.	\$	17.00	\$	204.00	553-1114-532.21-00	100%
82	14206-30	Com-Storm Pump Station 26	8302999 Across From 97 E. Gerard Ave	\$	17.00	\$	204.00	142-1165-532.21-00	100%
83	14206-33	Com-Storm Pump Station 27	8303008 Auto Center Dr	\$	17.00	\$	204.00	117-1165-532.21-00	100%
84	14206-31	Com-Storm Pump Station 29	8303000 1105 Cormorant Dr	\$	17.00	\$	204.00	143-1165-532.21-00	100%
85	14206-12	Com-Storm Pump Station 3	8303213 2761 Cooper Ave	\$	17.00	\$	204.00	553-1114-532.21-00	100%
86	14206-45	Com-Storm Pump Station 30	8303094 Behind 1002 Deerfield Ct/Paulson Rd	\$	17.00	\$	130.97	116-1165-532.21-00	64.2%
						\$	73.03	139-1165-532.21-00	35.8%
87	14206-32	Com-Storm Pump Station 31	8303003 Behind 1945 Sandoz Ct On Morse Ct	\$	17.00	\$	204.00	101-1165-532.21-00	100%
88	14206-17	Com-Storm Pump Station 37	8303304 Halley Ave/Antares Ct	\$	17.00	\$	204.00	121-1165-532.21-00	100%
89	14206-21	Com-Storm Pump Station 38	8302982 4040 Tanager Ct/N.E Corner Of	\$	17.00	\$	189.72	118-1165-532.21-00	93%
						\$	14.28	169-1166-532.21-00	7%
						\$	127.50	124-1165-532.21-00	62.5%
90	14206-23	Com-Storm Pump Station 4	8302985 1317 W.N Bear Creek Dr	\$	17.00	\$	66.30	148-1165-532.21-00	32.5%
						\$	10.20	193-1166-532.21-00	5.0%
91	14206-3	Com-Storm Pump Station 40	8303098 Behind 1304 El Portal Dr	\$	17.00	\$	93.64	102-1165-532.21-00	45.9%
						\$	110.36	114-1165-532.21-00	54%
92	14206-38	Com-Storm Pump Station 41	8303013 N.E Corner Of Bixby Way	\$	17.00	\$	204.00	164-1166-532.21-00	100%
						\$	104.04	141-1165-532.21-00	51%
						\$	24.48	151-1165-532.21-00	12%
93	14206-29	Com-Storm Pump Station 42	8302997 S. Of Buena Vista & Sarasota	\$	17.00	\$	10.20	178-1166-532.21-00	5%
						\$	59.16	165-1166-532.21-00	29%
						\$	6.12	195-1166-532.21-00	3%
94	14206-39	Com-Storm Pump Station 43	8303015 Creekview Dr 2000' S.E Of	\$	17.00	\$	67.32	167-1166-532.21-00	33%
						\$	136.68	185-1166-532.21-00	67%
95	14206-37	Com-Storm Pump Station 44	8303012 N.W Of Cardella Rd W. Of	\$	17.00	\$	204.00	170-1166-532.21-00	100%
96	14206-11	Com-Storm Pump Station 45	8303204 San Jose & Round Hill	\$	17.00	\$	204.00	170-1166-532.21-00	100%
97	14206-41	Com-Storm Pump Station 46	8303017 N.E Corner Of Blix Ave	\$	17.00	\$	91.80	166-1166-532.21-00	45%
						\$	112.20	181-1166-532.21-00	55%
98	14206-40	Com-Storm Pump Station 47	8303016 Merced Ave & Dylan Ct	\$	17.00	\$	89.76	168-1166-532.21-00	44%
						\$	114.24	177-1166-532.21-00	56%
99	14206-34	Com-Storm Pump Station 48	8303009 W Side Os San Augustine Ave	\$	17.00	\$	69.36	172-1166-532.21-00	34%
						\$	134.64	184-1166-532.21-00	66%
100	14206-43	Com-Storm Pump Station 49	8303019 S.W. Corner Of M St &	\$	17.00	\$	204.00	153-1165-532.21-00	100%
101	14206-10	Com-Storm Pump Station 5	8303200 3343 Bismark Dr	\$	17.00	\$	204.00	553-1114-532.21-00	100%
						\$	102.00	188-1166-532.21-00	50%
102	14206-42	Com-Storm Pump Station 50	8303018 S.W. Corner Of Waverly Dr	\$	17.00	\$	87.72	189-1166-532.21-00	43%
						\$	14.28	191-1166-532.21-00	7%
103	14206-9	Com-Storm Pump Station 52	8303199 Joe Herb Park (Soccer Field SW Corner	\$	17.00	\$	204.00	553-1114-532.21-00	100%
104	14206-18	Com-Storm Pump Station 54	8303305 Nw Corner Of Gerard	\$	17.00	\$	204.00	553-1114-532.21-00	100%
105	14206-13	Com-Storm Pump Station 59	8303216 G St. & Santa Fe	\$	17.00	\$	204.00	553-1114-532.21-00	100%
106	14206-20	Com-Storm Pump Station 6	8303311 1150 Paseo Verde Ave	\$	17.00	\$	204.00	122-1165-532.21-00	100%
107	14206-15	Com-Storm Pump Station 60	8303219 Canal & 10th St.	\$	17.00	\$	204.00	553-1114-532.21-00	100%
108	14206-8	Com-Storm Pump Station 7	8303197 East Side Of Parsons 200	\$	17.00	\$	204.00	553-1114-532.21-00	100%
109	14206-14	Com-Storm Pump Station 8	8303217 St.# Behind 2980 Wainwright	\$	17.00	\$	204.00	553-1114-532.21-00	100%
110	14206-7	Com-Storm Pump Station 9	8303191 Corner Cameron Ln & E.S Bear Creek	\$	17.00	\$	204.00	553-1114-532.21-00	100%
				\$	1,652.00	\$	19,824.00		

**FIRST AMENDMENT TO
SALE AND/OR INSTALLATION AND SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 30th day of MARCH, 2022, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Hoffman Electronic Systems, a California Corporation, (“Hoffman”).

WHEREAS, City is in need of electronic monitoring services; and,

WHEREAS, City and Hoffman have previously entered into a Sale and/or Installation and Services Agreement (“Agreement”) dated May 22, 2020, Change Order/Addendum No. 1 dated January 28, 2022, Change Order/Addendum No. 2 dated November 17, 2021 and Change Order/Addendum No. 3 dated August 12, 2021; and,

WHEREAS, City and Hoffman desire to amend said Agreement to extend the term of the Agreement and providing additional compensation.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 25, “ADDITIONAL TERM” is hereby added to the Agreement to read as follows:

“SECTION 25. ADDITIONAL TERM. The City and Hoffman desire to extend the term of the Agreement for one (1) additional year. The term of this additional term shall be from July 1, 2022 to June 30, 2023. City and Hoffman shall have an option to renew for a maximum of two (2) additional one (1) year terms.”

2. Section 26, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 26. ADDITIONAL COMPENSATION. City shall pay Hoffman the not to exceed additional sum of Twenty-One Thousand Twelve Dollars (\$21,012.00) for the alarm monitoring period of July 1, 2022 through

June 30, 2023 in accordance with the rates set forth on Exhibit "1" attached hereto."

3. Except as herein amended, the Agreement dated May 22, 2020, Change Order/Addendum No. 1 dated January 28, 2022, Change Order/Addendum No. 2 dated November 17, 2021 and Change Order/Addendum No. 3 dated August 12, 2021, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal Corporation

BY: Stephanie Dietz
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: [Signature]
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: Kimberly M. Mally 3/1/22
City Attorney Date

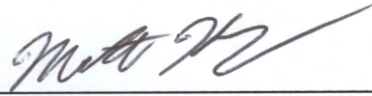
301223
ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer V-1749

Funds available contingent upon council approval of budget. 4/3/25/22
Multiple Account Lines. FL 3/28/22

Not to exceed \$21,012.00

HOFFMAN ELECTRONIC SYSTEMS,
A California Corporation

BY: 
(Signature)

Matthew Hoffman
(Typed Name)

Its: CEO
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 77-0079072

ADDRESS: 2301 Aviation Dr.
Atwater, CA 95301

TELEPHONE: (209) 384-3305

FAX: (209) 722-1107

E-MAIL: _____

EXHIBIT 1

count	Customer_N umber	Site_Name	Alarm_Ac count	Site_Address_1	Site_Address_2	Customer_RMR
1	10737-11	Adam Grays Office / Water Division - Burg	8306147	690 W 16th St Adam Grays Office	692 COM Water Division	\$ 15.00
2	10737-69	City of Merced - WWTP	8305471	10260 S Gove		\$ 17.00
3	10737-11	COM Adam Grays Ofc	1011364	690 W 16th St Adam Gray Office	692 COM Water Division	\$ 12.00
4	10737-3	Com Civic Center-Fire	410972	678 W 18th Street		\$ 12.00
5	10737-57	Com Civic Cnt & 3rd Fl Cty Mgr	1011440	678 W 18th St		\$ 12.00
6	10737-9	Com Civic Cnt & It Dept	8306179	678 W 18th St		\$ 17.00
7	10737-8	Com Finance & Civic Ctr	1011359	678 W 18th St		\$ 12.00
8	10737-23	Com Merced Admin Bldg 1	1011381	1776 Grogan Ave		\$ 12.00
9	10737-21	Com Merced Airport Hanger (Fire)	1011379	20 Macready Dr	Buildings 22 & 23	\$ 12.00
10	10737-22	COM Merced Airport Terminal	1011380	20 Macready Dr	**TSA Emergency Alarm**	\$ 12.00
11	10737-20	Com Merced Pd Whs # 1	1011378	460 Grogan Ave		\$ 12.00
12	10737-5	Com Merced PD Bell Station	1010226	415 W 18th St		\$ 12.00
13	10737-58	Com Merced Pd Dept Whrs 2	1011441	460 Grogan Ave		\$ 12.00
14	10737-18	Com Merced Pd Evidence Rm	1011375	611 W. 22nd St		\$ 12.00
15	10737-19	Com Merced Pd Records Storage Shed	1011376	611 W 22nd St		\$ 12.00
16	10737-1	Com Merced Pd S Station Burg	117768	470 W 11th St		\$ 12.00
17	10737-2	Com Merced Pd S Station- Fire Acct	117773	470 W 11th St		\$ 12.00
18	10737-68	Com Merced PD Sun Star Building	8305139	3033 G st		\$ 17.00
19	10737-60	Com Merced Pd Whrs 4	1011443	460 Grogan Ave		\$ 12.00
20	10737-66	Com Merced PD Yard	8305099	460 Grogan Ave		\$ 17.00
21	10737-59	Com Merced Police Bomb Squad	1011442	460 Grogan Ave		\$ 12.00
22	10737-62	Com Merced Zoo Keeper Office	1011447	1045 W 25th Street		\$ 12.00
23	*new*	Zoo Gift Shop	*new*	1045 W 25th Street		\$ 36.00
24	10737-12	Com Parking Garage (Fire)	1011366	1801 M St		\$ 12.00
25	10737-13	Com Purchasing Dept	1011367	2525 O St		\$ 17.00
26	10737-7	Com Ralph Shannon Parcade (Fire)	1011358	638 W 18th St		\$ 12.00
27	10737-10	Com Ralph Shannon Parcade Parks & Rec	8306180	636 W 18th St	Parks & Recreation	\$ 17.00
28	10737-6	COM Recreation	8304308	1040 Canal St		\$ 17.00
29	10737-15	Com Rossotti Bldg Applegate Park	1011370	1045 W 25th St		\$ 17.00
30	10737-16	Com Senior Cnt (Burg Fire)	1011371	755 W 15th St		\$ 12.00
31	10737-38	Com Sewer Lift Station 10	1011396	1842 Valley Forge		\$ 12.00
32	10737-39	Com Sewer Lift Station 11	1011397	3254 E Childs Ave		\$ 12.00
33	10737-40	Com Sewer Lift Station 12	1011398	Unilever N Hwy 59		\$ 12.00
34	10737-41	Com Sewer Lift Station 13	1011399	3381 R St	Fahrens Park	\$ 12.00
35	10737-42	Com Sewer Lift Station 14	1011400	Hwy 140	Sidney Lane	\$ 12.00
36	10737-43	Com Sewer Lift Station 15	1011401	1348 E Alexander Ave		\$ 12.00
37	10737-44	Com Sewer Lift Station 16	1011402	3400 San Francisco	Buena Vista	\$ 12.00
38	10737-45	Com Sewer Lift Station 17	1011403	3156 N Hwy 59	South Of Buena Vista	\$ 12.00
39	10737-46	Com Sewer Lift Station 18	8306176	3125 Merced Ave	Btwn Dylan & Ostrander	\$ 17.00
40	10737-47	Com Sewer Lift Station 19	1011405	504 Alfarata	Parsons Ave	\$ 12.00
41	10737-32	Com Sewer Lift Station 2	1011390	E St & Main St	Alley @	\$ 12.00
42	10737-48	Com Sewer Lift Station 20	8306173	305 Cardella Rd	Bancorft	\$ 12.00
43	10737-49	Com Sewer Lift Station 21	8306171	2309 Malaspina Dr	Whitewater Way	\$ 12.00
44	10737-50	Com Sewer Lift Station 22	8306169	481 Winder Ave		\$ 12.00
45	10737-51	Com Sewer Lift Station 23	8306177	203 Rancho Camino Dr		\$ 12.00
46	10737-33	Com Sewer Lift Station 3	1011391	1931 Grogan Ave		\$ 12.00
47	10737-34	Com Sewer Lift Station 6	1011392	Hawk Dr		\$ 12.00
48	10737-35	Com Sewer Lift Station 7	8306175	2215 Cooper Ave N S		\$ 17.00
49	10737-36	Com Sewer Lift Station 8	1011394	E Hwy 140 & Kibby Rd		\$ 12.00
50	10737-37	Com Sewer Lift Station 9	1011395	3304 Columbia Ave		\$ 12.00
51	10737-17	Com Stephen Leonard Rec Cnt	1011373	640 T Street		\$ 12.00
52	14206-1	Com Storm Pump Station 20	1011423	West Of 1384 Hansen Ave		\$ 12.00
53	14206-2	Com Storm Pump Station 35	1011431	3088 W Queens Circle		\$ 12.00
54	10737-31	Com Traffic Light Signal Whs	1011389	1720 W 16th St		\$ 12.00
55	10737-14	Com Transportation Cnt (Burg/Fire)	1011368	710 W 16th St		\$ 12.00
56	10737-52	Com Well Site 1	8306185	477 St Lawrence Ave		\$ 17.00
57	10737-53	Com Well Site 2	8306186	1201 S Parsons Ave		\$ 17.00
58	10737-55	Com Well Site 7	8306187	3362 Mckee Rd		\$ 17.00
59	10737-61	Com Wwtf Fire Electrical Bld Fire	1011445	10260 Gove Rd		\$ 12.00
60	10737-63	Com Wwtf Lab (Fire)	1011524	10260 Gove Road		\$ 12.00
61	10737-56	Com Wwtf Multi Bldgs	1011439	10260 Gove Rd	**Multi Bldgs**	\$ 12.00
62	10737-25	Com-Auto Buildings	8306184	1776 Grogan Ave		\$ 17.00
63	10737-67	COM-Merced P/D	8305100	415 W 18th St.		\$ 17.00
64	10737-65	COM-Parks & Community Services	1012138	364 W 27th St		\$ 17.00
65	10737-64	COM-Refuse/Sweeping/Fleet Remote Site	8303935	3504 N Hwy 59		\$ 17.00
66	10737-29	Com-SCADA Sign Shop-Conf Room	1011387	1776 Grogan Ave		\$ 12.00
67	14206-46	Com-Storm Pump Station 10	8303014	G St East Side Of St N.	Of Yosemite Ave	\$ 17.00
68	14206-27	Com-Storm Pump Station 11	8302993	100 Parsons Ave S.E Corner Of	Childs Ave & Parsons Ave	\$ 17.00
69	14206-16	Com-Storm Pump Station 12	8303303	Across From 1567 Ronnie Ct		\$ 17.00

Customer_N umber	Site_Name	Alarm_Ac count	Site_Address_1	Site_Address_2	Customer_RMR
70	14206-28	Com-Storm Pump Station 16	8302994 1417 W.N Bear Creek Dr		\$ 17.00
71	14206-35	Com-Storm Pump Station 17	8303010 East Side Of Horizons Ave	N. Of Avignon Dr	\$ 17.00
72	14206-19	Com-Storm Pump Station 18	8303306 1813 W. Lopes Ave	S.W Corner	\$ 17.00
73	14206-44	Com-Storm Pump Station 19	8303077 N.W Corner Of Gilbert Macias	Park @ G St & Gerard Ave	\$ 17.00
74	14206-5	Com-Storm Pump Station 1a	8303189 Airport N. Of Storm Pump 1b		\$ 17.00
75	14206-4	Com-Storm Pump Station 1b	8303187 Airport S. Of Station 1a		\$ 17.00
76	14206-22	Com-Storm Pump Station 2	8302984 East Of 3315 Campus Dr		\$ 17.00
77	14206-36	Com-Storm Pump Station 21	8303011 R St E.Side Of Street North	Of Yosemite Ave S. Pacific D	\$ 17.00
78	14206-24	Com-Storm Pump Station 22	8302990 3495 San Pablo Ave		\$ 17.00
79	14206-25	Com-Storm Pump Station 23	8302991 East Side Of N. St Behind	690 John Ct	\$ 17.00
80	14206-26	Com-Storm Pump Station 24	8302992 2090 Lopes Ave		\$ 17.00
81	14206-6	Com-Storm Pump Station 25	8303190 1801 Wardrobe Ave.		\$ 17.00
82	14206-30	Com-Storm Pump Station 26	8302999 Across From 97 E. Gerard Ave		\$ 17.00
83	14206-33	Com-Storm Pump Station 27	8303008 Auto Center Dr	Behind Ron Smith Nw. Crner	\$ 17.00
84	14206-31	Com-Storm Pump Station 29	8303000 1105 Cormorant Dr		\$ 17.00
85	14206-12	Com-Storm Pump Station 3	8303213 2761 Cooper Ave	N.W. Corner Of Property	\$ 17.00
86	14206-45	Com-Storm Pump Station 30	8303094 Behind 1002 Deerfield Ct/Paulson Rd		\$ 17.00
87	14206-32	Com-Storm Pump Station 31	8303003 Behind 1945 Sandoz Ct On Morse Ct		\$ 17.00
88	14206-17	Com-Storm Pump Station 37	8303304 Halley Ave/Antares Ct		\$ 17.00
89	14206-21	Com-Storm Pump Station 38	8302982 4040 Tanager Ct/N.E Corner Of	Tanager Ct & Mercy Dr	\$ 17.00
90	14206-23	Com-Storm Pump Station 4	8302985 1317 W.N Bear Creek Dr		\$ 17.00
91	14206-3	Com-Storm Pump Station 40	8303098 Behind 1304 El Portal Dr	@ Bike Path	\$ 17.00
92	14206-38	Com-Storm Pump Station 41	8303013 N.E Corner Of Bixby Way	And Reville Dr	\$ 17.00
93	14206-29	Com-Storm Pump Station 42	8302997 S. Of Buena Vista & Sarasota	Towards Black Rascal Creek	\$ 17.00
94	14206-39	Com-Storm Pump Station 43	8303015 Creekview Dr 2000' S.E Of	Silverstone Dr	\$ 17.00
95	14206-37	Com-Storm Pump Station 44	8303012 N.W Of Cardella Rd W. Of	Freemark Ave	\$ 17.00
96	14206-11	Com-Storm Pump Station 45	8303204 San Jose & Round Hill		\$ 17.00
97	14206-41	Com-Storm Pump Station 46	8303017 N.E Corner Of Blix Ave	& Zinnia Ct	\$ 17.00
98	14206-40	Com-Storm Pump Station 47	8303016 Merced Ave & Dylan Ct	Go North About 2000'	\$ 17.00
99	14206-34	Com-Storm Pump Station 48	8303009 W Side Os San Augustine Ave	N Of Dynes St	\$ 17.00
100	14206-43	Com-Storm Pump Station 49	8303019 S.W. Corner Of M St &	Gerard Ave	\$ 17.00
101	14206-10	Com-Storm Pump Station 5	8303200 3343 Bismark Dr		\$ 17.00
102	14206-42	Com-Storm Pump Station 50	8303018 S.W. Corner Of Waverly Dr	& Barroso Ave	\$ 17.00
103	14206-9	Com-Storm Pump Station 52	8303199 Joe Herb Park (Soccer Field SW Corner		\$ 17.00
104	14206-18	Com-Storm Pump Station 54	8303305 Nw Corner Of Gerard		\$ 17.00
105	14206-13	Com-Storm Pump Station 59	8303216 G St. & Santa Fe		\$ 17.00
106	14206-20	Com-Storm Pump Station 6	8303311 1150 Paseo Verde Ave	On Bike Path	\$ 17.00
107	14206-15	Com-Storm Pump Station 60	8303219 Canal & 10th St.	Mcnamara Park	\$ 17.00
108	14206-8	Com-Storm Pump Station 7	8303197 East Side Of Parsons 200	S.E Of Hansen Ave	\$ 17.00
109	14206-14	Com-Storm Pump Station 8	8303217 St.# Behind 2980 Wainwright		\$ 17.00
110	14206-7	Com-Storm Pump Station 9	8303191 Corner Cameron Ln & E.S Bear Creek		\$ 17.00
					Monthly: \$ 1,652.00
					Annual: \$ 19,824.00
					Maximum Allowed Additional Alarm Monitoring (Annual): \$ 1,188.00
					Not to Exceed Total: \$ 21,012.00

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100



Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

CHANGE ORDER / ADDENDUM

This Agreement is made and entered into by and between Hoffman Electronic Security, hereinafter referred to as "Hoffman", and Hereinafter referred to as "Subscriber".

Change Order Submitted to: City of Merced - WWTP Address: 678 W. 18th St, Merced, Ca 95340 Phone: Submission Date: 3/14/2022	Job Name: City of Merced - WWTP (Security Add) Job Location: 10260 Gove Rd, Merced, CA 95341 Architect: Date of Plans:
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This Change Order / Addendum becomes a part of and is to be attached to the Agreement made by and between Hoffman and Subscriber, and is referenced by the name of subscriber for additions or changes to the former Agreement. All provisions of the original Agreement apply with the same force and effect to this Change Order.

Parts List:

- 1 EA Labor
- 4 EA Universal Transmitter
- 8 EA Wireless Motion

Hoffman to replace existing security system.

Additional Cost To Subscriber: One Thousand Seven Hundred Ninety Five Dollars and No Cents	\$1,795.00
Additional Monthly Fee: \$0.00 per month	

ACCEPTANCE OF Change Order - The above prices, specifications and conditions are satisfactory and are hereby accepted. Hoffman is authorized to do the work as specified. Payment will be made as outlined above.

By _____
Sales Agent

Approved
By [Signature]
Not valid unless signed by an officer of Hoffman Electronic Systems

By [Signature: Stephanie Klutz]
Subscriber

Date 4/7/22

Date 5/24/2022

This Agreement shall not be binding upon Hoffman approved by an officer of Hoffman

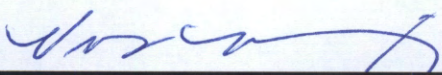
Subscriber acknowledges that he has received a copy of this Agreement unless from an officer of Hoffman

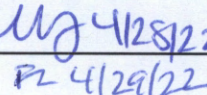
APPROVED AS TO FORM:
[Signature] 3/29/22

Account Number: 553-1108-532-26-00

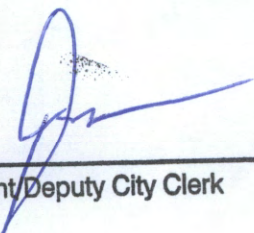
Amount: \$1,795.00

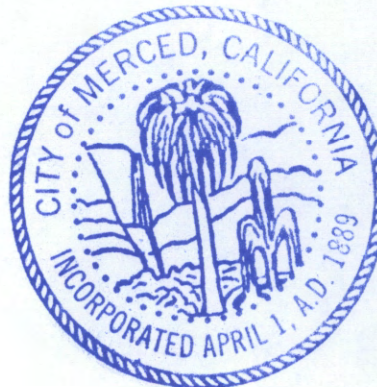
VERIFIED

BY: 
Finance Officer

FINANCE ENTRY	
Contract No:	<u>301223</u>
Vendor Number:	<u>18801</u>
P.O. Number:	<u>144691</u>
Funds Available:	<u>Funds Available. </u>

ATTEST:
CITY CLERK

BY: 
Assistant/Deputy City Clerk



**SECOND AMENDMENT TO
SALE AND/OR INSTALLATION AND SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this 3rd day of April, 2023, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Hoffman Electronic Systems, a California Corporation, (“Hoffman”).

WHEREAS, City is in need of electronic monitoring services; and,

WHEREAS, City and Hoffman have previously entered into a Sale and/or Installation and Services Agreement (“Agreement”) dated May 22, 2020, Change Order/Addendum No. 1 dated January 28, 2022, Change Order/Addendum No. 2 dated November 17, 2021, Change Order/Addendum No. 3 dated August 12, 2021, First Amendment dated March 30, 2022, and Change Order/Addendum No. 4 dated May 24, 2022; and,

WHEREAS, City and Hoffman desire to amend said Agreement to extend the term of the Agreement and providing additional compensation.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 27, “ADDITIONAL TERM,” is hereby added to the Agreement to read as follows:

“SECTION 27. ADDITIONAL TERM. The City and Hoffman desire to extend the term of the Agreement for one (1) additional year. The term of this additional term shall be from July 1, 2023 to June 30, 2024. City and Hoffman shall have an option to renew for a maximum of one (1) additional one (1) year term.”

2. Section 28, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 28. ADDITIONAL COMPENSATION.
City shall pay Hoffman the not to exceed additional sum of Twenty-One Thousand Twelve Dollars (\$21,012.00)

for the alarm monitoring period of July 1, 2023 through June 30, 2024 in accordance with the rates set forth on Exhibit "1" attached hereto."

3. Except as herein amended, the Agreement dated May 22, 2020, Change Order/Addendum No. 1 dated January 28, 2022, Change Order/Addendum No. 2 dated November 17, 2021, Change Order/Addendum No. 3 dated August 12, 2021, First Amendment dated March 30, 2022, and Change Order/Addendum No. 4 dated May 24, 2022, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal Corporation

BY: Stephanie Dietz
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: Alejandra Medina 4/26/2023
Assistant/Deputy City Clerk



APPROVED AS TO FORM:
Laurie
Avedisian-
BY: Favini 3/2/23
City Attorney Date

Digitally signed by: Laurie
Avedisian-Favini
DN: CN = Laurie Avedisian-
Favini email =
favini@lozanosmith.com C = 3/2/23
US, O = Lozano Smith
Date: 2023.03.02 16:12:29
0800

701

ACCOUNT DATA:

BY: [Signature]

Verified by Finance Officer V-492

Multiple account lines to 4/19/23
Not to exceed \$21,012.00
F24/14/23

HOFFMAN ELECTRONIC SYSTEMS,
A California Corporation

BY: [Signature]
(Signature)

Matthew Hoffman
(Typed Name)

Its: CEO
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 77-0079072

ADDRESS: 2301 Aviation Dr.
Atwater, CA 95301

TELEPHONE: (209) 384-3305

FAX: (209) 722-1107

E-MAIL: matth@larmwatch.com

Hoffman Contract
7/1/23 - 6/30/24

Old Acct#:	Org:	Object:	Annual Amount:	Old Acct#:	Org:	Object:	Project:	Annual Amount:
001-0201-512.17-00	10001000	511013	\$ 144.00	164-1166-532.21-00	45106105	511013		\$ 204.00
001-0701-512.21-00	10002000	511013	\$ 144.00	165-1166-532.21-00	45116105	511013		\$ 59.16
001-0702-512.21-00	10002050	511013	\$ 204.00	166-1166-532.21-00	45126105	511013		\$ 91.80
001-1001-522.17-00	10003500	511013	\$ 1,764.00	167-1166-532.21-00	45136105	511013		\$ 67.32
022-1104-532.21-00	30016015	511013	\$ 204.00	168-1166-532.21-00	45146105	511013		\$ 89.76
024-1201-542.21-00	10184000	511013	\$ 204.00	169-1166-532.21-00	45156105	511013		\$ 14.28
024-1204-542.21-00	10184020	511013	\$ 204.00	170-1166-532.21-00	45166105	511013		\$ 408.00
024-1205-542.21-00	10184010	511013	\$ 576.00	172-1166-532.21-00	45176105	511013		\$ 69.36
024-1216-542.21-00	10184020	511013	\$ 144.00	173-1166-532.21-00	45186105	511013		\$ 36.72
024-1218-542.21-00	10184030	511013	\$ 552.00	174-1166-532.21-00	45196105	511013		\$ 114.24
029-1102-532.21-00	70006000	511013	\$ 288.00	177-1166-532.21-00	45226105	511013		\$ 114.24
063-2005-572.17-00	30022520	511013	\$ 144.00	178-1166-532.21-00	45236105	511013		\$ 10.20
101-1165-532.21-00	40016100	511013	\$ 204.00	181-1166-532.21-00	45266105	511013		\$ 112.20
102-1165-532.21-00	40026100	511013	\$ 93.64	184-1166-532.21-00	45296105	511013		\$ 134.64
106-1165-532.21-00	40066100	511013	\$ 204.00	185-1166-532.21-00	45306105	511013		\$ 136.68
107-1165-532.21-00	40076100	511013	\$ 144.00	188-1166-532.21-00	45336105	511013		\$ 102.00
108-1165-532.21-00	40086100	511013	\$ 204.00	189-1166-532.21-00	45346105	511013		\$ 87.72
109-1165-532.21-00	40096100	511013	\$ 53.24	190-1166-532.21-00	45356105	511013		\$ 89.76
110-1165-532.21-00	40106100	511013	\$ 204.00	191-1166-532.21-00	45366105	511013		\$ 14.28
111-1165-532.21-00	40116100	511013	\$ 98.53	193-1166-532.21-00	45386105	511013		\$ 10.20
113-1165-532.21-00	40126100	511013	\$ 204.00	194-1166-532.21-00	45396105	511013		\$ 39.98
114-1165-532.21-00	40136100	511013	\$ 110.36	195-1166-532.21-00	45406105	511013		\$ 6.12
116-1165-532.21-00	40156100	511013	\$ 130.97	196-1166-532.21-00	45416105	511013		\$ 10.61
117-1165-532.21-00	40166100	511013	\$ 204.00	197-1166-532.21-00	45426105	511013		\$ 17.75
118-1165-532.21-00	40176100	511013	\$ 189.72	553-1108-532.21-00	60006070	511013		\$ 3,492.00
121-1165-532.21-00	40206100	511013	\$ 342.72	553-1114-532.21-00	60006080	511013		\$ 2,448.00
122-1165-532.21-00	40216100	511013	\$ 204.00	553-1115-532.21-00	60006085	511013		\$ 348.00
124-1165-532.21-00	40236100	511013	\$ 127.50	557-1106-532.21-00	60016060	511013		\$ 612.00
125-1165-532.21-00	40246100	511013	\$ 204.00	561-1303-532.25-00	60036500	511013		\$ 77.00
126-1165-532.21-00	40256100	511013	\$ 135.66	561-1303-562.17-00	60036500	511013		\$ 211.00
127-1165-532.21-00	40266100	511013	\$ 144.00	670-1103-532.21-00	70056020	511013		\$ 204.00
132-1165-532.21-00	40286100	511013	\$ 204.00	671-1119-532.21-00	70076005	511013		\$ 1,104.00
136-1165-532.21-00	40296100	511013	\$ 150.76	672-0403-512.24-00	70084700	511013		\$ 204.00
139-1165-532.21-00	40306100	511013	\$ 73.03	449-1001-627.65-00-122062	50043500	511013	CP220062	\$ 408.00
140-1165-532.21-00	40316100	511013	\$ 204.00					\$ 20,496.00
141-1165-532.21-00	40326100	511013	\$ 104.04					
142-1165-532.21-00	40336100	511013	\$ 204.00					
143-1165-532.21-00	40346100	511013	\$ 204.00					
144-1165-532.21-00	40356100	511013	\$ 28.56					
145-1165-532.21-00	40366100	511013	\$ 105.47					
148-1165-532.21-00	40376100	511013	\$ 66.30					
151-1165-532.21-00	40386100	511013	\$ 24.48					
153-1165-532.21-00	40396100	511013	\$ 204.00					

EXHIBIT 1

Customer_N	count	umber	Site_Name	Alarm_Account	Site_Address_1	Site_Address_2	Monthly
	1	10737-11	Adam Grays Office / Water Division - Bur	8306147	690 W 16th St Adam Grays Office	692 COM Water Division	\$ 15.00
	2	10737-69	City of Merced - WWTP	8305471	10260 S Gove		\$ 17.00
	3	10737-11	COM Adam Grays Ofc	1011364	690 W 16th St Adam Gray Office	692 COM Water Division	\$ 12.00
	4	10737-3	Com Civic Center-Fire	410972	678 W 18th Street		\$ 12.00
	5	10737-57	Com Civic Cnt & 3rd Fl Cty Mgr	1011440	678 W 18th St		\$ 12.00
	6	10737-9	Com Civic Cnt & It Dept	8306179	678 W 18th St		\$ 17.00
	7	10737-8	Com Finance & Civic Ctr	1011359	678 W 18th St		\$ 12.00
	8	10737-23	Com Merced Admin Bldg 1	1011381	1776 Grogan Ave		\$ 12.00
	9	10737-21	Com Merced Airport Hanger (Fire)	1011379	20 Macready Dr	Buildings 22 & 23	\$ 12.00
	10	10737-22	COM Merced Airport Terminal	1011380	20 Macready Dr	**TSA Emergency Alarm**	\$ 12.00
	11	10737-20	Com Merced Pd Whs # 1	1011378	460 Grogan Ave		\$ 12.00
	12	10737-5	COM Bell Station Fire	1010226	415 W 18th St		\$ 12.00
	13	10737-58	Com Merced Pd Dept Whrs 2	1011441	460 Grogan Ave		\$ 12.00
	14	10737-18	Com Merced Pd Evidence Rm	1011375	611 W. 22nd St		\$ 12.00
	15	10737-19	Com Merced Pd Records Storage Shed	1011376	611 W 22nd St		\$ 12.00
	16	10737-1	Com Merced Pd S Station Burg	117768	470 W 11th St		\$ 12.00
	17	10737-2	Com Merced Pd S Station- Fire Acct	117773	470 W 11th St		\$ 12.00
	18	10737-68	Com Merced PD Sun Star Building	8305139	3033 G st		\$ 17.00
	19	10737-60	Com Merced Pd Whrs 4	1011443	460 Grogan Ave		\$ 12.00
	20	10737-66	Com Merced PD Yard	8305099	460 Grogan Ave		\$ 17.00
	21	10737-59	Com Merced Police Bomb Squad	1011442	460 Grogan Ave		\$ 12.00
	22	10737-62	Com Merced Zoo Keeper Office	1011447	1045 W 25th Street		\$ 12.00
	23	10737-70	City of Merced Zoo Gift Shop	1011513	1045 W 25th Street		\$ 36.00
	24	10737-12	Com Parking Garage (Fire)	1011366	1801 M St		\$ 12.00
	25	10737-13	Com Purchasing Dept	1011367	2525 O St		\$ 17.00
	26	10737-7	Com Ralph Shannon Parcade (Fire)	1011358	638 W 18th St		\$ 12.00
	27	10737-10	Com Ralph Shannon Parcade Parks & Rec	8306180	636 W 18th St	Parks & Recreation	\$ 17.00
	28	10737-6	COM Recreation	8304308	1040 Canal St		\$ 17.00
	29	10737-15	Com Rossotti Bldg Applegate Park	1011370	1045 W 25th St		\$ 17.00
	30	10737-16	Com Senior Cnt (Burg Fire)	1011371	755 W 15th St		\$ 12.00
	31	10737-38	Com Sewer Lift Station 10	1011396	1842 Valley Forge		\$ 12.00
	32	10737-39	Com Sewer Lift Station 11	1011397	3254 E Childs Ave		\$ 12.00
	33	10737-40	Com Sewer Lift Station 12	1011398	Unilever N Hwy 59		\$ 12.00
	34	10737-41	Com Sewer Lift Station 13	1011399	3381 R St	Fahrens Park	\$ 12.00
	35	10737-42	Com Sewer Lift Station 14	1011400	Hwy 140	Sidney Lane	\$ 12.00
	36	10737-43	Com Sewer Lift Station 15	1011401	1348 E Alexander Ave		\$ 12.00
	37	10737-44	Com Sewer Lift Station 16	1011402	3400 San Francisco	Buena Vista	\$ 12.00
	38	10737-45	Com Sewer Lift Station 17	1011403	3156 N Hwy 59	South Of Buena Vista	\$ 12.00
	39	10737-46	Com Sewer Lift Station 18	8306176	3125 Merced Ave	Btwn Dylan & Ostrander	\$ 17.00
	40	10737-47	Com Sewer Lift Station 19	1011405	504 Alfarata	Parsons Ave	\$ 12.00
	41	10737-32	Com Sewer Lift Station 2	1011390	E St & Main St	Alley @	\$ 12.00
	42	10737-48	Com Sewer Lift Station 20	8306173	305 Cardella Rd	Bancorft	\$ 12.00
	43	10737-49	Com Sewer Lift Station 21	8306171	2309 Malaspina Dr	Whitewater Way	\$ 12.00
	44	10737-50	Com Sewer Lift Station 22	8306169	481 Winder Ave		\$ 12.00
	45	10737-51	Com Sewer Lift Station 23	8306177	203 Rancho Camino Dr		\$ 12.00
	46	10737-33	Com Sewer Lift Station 3	1011391	1931 Grogan Ave		\$ 12.00
	47	10737-34	Com Sewer Lift Station 6	1011392	Hawk Dr		\$ 12.00
	48	10737-35	Com Sewer Lift Station 7	8306175	2215 Cooper Ave N S		\$ 17.00
	49	10737-36	Com Sewer Lift Station 8	1011394	E Hwy 140 & Kibby Rd		\$ 12.00
	50	10737-37	Com Sewer Lift Station 9	1011395	3304 Columbia Ave		\$ 12.00
	51	10737-17	Com Stephen Leonard Rec Cnt	1011373	640 T Street		\$ 12.00
	52	14206-1	Com Storm Pump Station 20	1011423	West Of 1384 Hansen Ave		\$ 12.00
	53	14206-2	Com Storm Pump Station 35	1011431	3088 W Queens Circle		\$ 12.00
	54	10737-31	Com Traffic Light Signal Whs	1011389	1720 W 16th St		\$ 17.00
	55	10737-14	Com Transportation Cnt (Burg/Fire)	1011368	710 W 16th St		\$ 12.00
	56	10737-52	Com Well Site 1	8306185	477 St Lawrence Ave		\$ 17.00
	57	10737-53	Com Well Site 2	8306186	1201 S Parsons Ave		\$ 17.00
	58	10737-55	Com Well Site 7	8306187	3362 Mckee Rd		\$ 17.00
	59	10737-61	Com Wwtf Fire Electrical Bld Fire	1011445	10260 Gove Rd		\$ 12.00
	60	10737-63	Com Wwtf Lab (Fire)	1011524	10260 Gove Road		\$ 12.00
	61	10737-56	Com Wwtf Multi Bldgs	1011439	10260 Gove Rd (Alarm Monitoring) 10260 Gove Rd (Security Services)	**Multi Bldgs**	\$ 12.00 \$ 17.00
	62	10737-25	Com-Auto Buildings	8306184	1776 Grogan Ave		\$ 17.00
	63	10737-67	Merced PD Downtown Office	8305100	1735 M St		\$ 17.00
	64	10737-65	COM-Parks & Community Services	1012138	364 W 27th St		\$ 17.00
	65	10737-64	COM-Refuse/Sweeping/Fleet Remote Site	8303935	3504 N Hwy 59		\$ 17.00
	66	10737-29	Com-SCADA Sign Shop-Conf Room	1011387	1776 Grogan Ave		\$ 12.00
	67	14206-46	Com-Storm Pump Station 10	8303014	G St East Side Of St N.	Of Yosemite Ave	\$ 17.00
	68	14206-27	Com-Storm Pump Station 11	8302993	100 Parsons Ave S.E Corner Of	Childs Ave & Parsons Ave	\$ 17.00
	69	14206-16	Com-Storm Pump Station 12	8303303	Across From 1567 Ronnie Ct		\$ 17.00
	70	14206-28	Com-Storm Pump Station 16	8302994	1417 W.N Bear Creek Dr		\$ 17.00

71	14206-35	Com-Storm Pump Station 17	8303010	East Side Of Horizons Ave	N. Of Avignon Dr	\$	17.00	
72	14206-19	Com-Storm Pump Station 18	8303306	1813 W. Lopes Ave	S.W Corner	\$	17.00	
73	14206-44	Com-Storm Pump Station 19	8303077	N.W Corner Of Gilbert Macias	Park @ G St & Gerard Ave	\$	17.00	
74	14206-5	Com-Storm Pump Station 1a	8303189	Airport N. Of Storm Pump 1b		\$	17.00	
75	14206-4	Com-Storm Pump Station 1b	8303187	Airport S. Of Station 1a		\$	17.00	
76	14206-22	Com-Storm Pump Station 2	8302984	East Of 3315 Campus Dr		\$	17.00	
77	14206-36	Com-Storm Pump Station 21	8303011	R St E.Side Of Street North	Of Yosemite Ave S. Pacific D	\$	17.00	
78	14206-24	Com-Storm Pump Station 22	8302990	3495 San Pablo Ave		\$	17.00	
79	14206-25	Com-Storm Pump Station 23	8302991	East Side Of N. St Behind	690 John Ct	\$	17.00	
80	14206-26	Com-Storm Pump Station 24	8302992	2090 Lopes Ave		\$	17.00	
81	14206-6	Com-Storm Pump Station 25	8303190	1801 Wardrobe Ave.		\$	17.00	
82	14206-30	Com-Storm Pump Station 26	8302999	Across From 97 E. Gerard Ave		\$	17.00	
83	14206-33	Com-Storm Pump Station 27	8303008	Auto Center Dr	Behind Ron Smith Nw. Crner	\$	17.00	
84	14206-31	Com-Storm Pump Station 29	8303000	1105 Cormorant Dr		\$	17.00	
85	14206-12	Com-Storm Pump Station 3	8303213	2761 Cooper Ave	N.W. Corner Of Property	\$	17.00	
86	14206-45	Com-Storm Pump Station 30	8303094	Behind 1002 Deerfield Ct/Paulson Rd		\$	17.00	
87	14206-32	Com-Storm Pump Station 31	8303003	Behind 1945 Sandoz Ct On Morse Ct		\$	17.00	
88	14206-17	Com-Storm Pump Station 37	8303304	Halley Ave/Antares Ct		\$	17.00	
89	14206-21	Com-Storm Pump Station 38	8302982	4040 Tanager Ct/N.E Corner Of	Tanager Ct & Mercy Dr	\$	17.00	
90	14206-23	Com-Storm Pump Station 4	8302985	1317 W.N Bear Creek Dr		\$	17.00	
91	14206-3	Com-Storm Pump Station 40	8303098	Behind 1304 El Portal Dr	@ Bike Path	\$	17.00	
92	14206-38	Com-Storm Pump Station 41	8303013	N.E Corner Of Bixby Way	And Revella Dr	\$	17.00	
93	14206-29	Com-Storm Pump Station 42	8302997	S. Of Buena Vista & Sarasota	Towards Black Rascal Creek	\$	17.00	
94	14206-39	Com-Storm Pump Station 43	8303015	Creekview Dr 2000' S.E Of	Silverstone Dr	\$	17.00	
95	14206-37	Com-Storm Pump Station 44	8303012	N.W Of Cardella Rd W. Of	Freemark Ave	\$	17.00	
96	14206-11	Com-Storm Pump Station 45	8303204	San Jose & Round Hill		\$	17.00	
97	14206-41	Com-Storm Pump Station 46	8303017	N.E Corner Of Blix Ave	& Zinnia Ct	\$	17.00	
98	14206-40	Com-Storm Pump Station 47	8303016	Merced Ave & Dylan Ct	Go North About 2000'	\$	17.00	
99	14206-34	Com-Storm Pump Station 48	8303009	W Side Os San Augustine Ave	N Of Dynes St	\$	17.00	
100	14206-43	Com-Storm Pump Station 49	8303019	S.W. Corner Of M St &	Gerard Ave	\$	17.00	
101	14206-10	Com-Storm Pump Station 5	8303200	3343 Bismark Dr		\$	17.00	
102	14206-42	Com-Storm Pump Station 50	8303018	S.W. Corner Of Waverly Dr	& Barroso Ave	\$	17.00	
103	14206-9	Com-Storm Pump Station 52	8303199	Joe Herb Park (Soccer Field SW Corner		\$	17.00	
104	14206-18	Com-Storm Pump Station 54	8303305	Nw Corner Of Gerard		\$	17.00	
105	14206-13	Com-Storm Pump Station 59	8303216	G St. & Santa Fe		\$	17.00	
106	14206-20	Com-Storm Pump Station 6	8303311	1150 Paseo Verde Ave	On Bike Path	\$	17.00	
107	14206-15	Com-Storm Pump Station 60	8303219	Canal & 10th St.	Mcnamara Park	\$	17.00	
108	14206-8	Com-Storm Pump Station 7	8303197	East Side Of Parsons 200	S.E Of Hansen Ave	\$	17.00	
109	14206-14	Com-Storm Pump Station 8	8303217	St.# Behind 2980 Wainwright		\$	17.00	
110	14206-7	Com-Storm Pump Station 9	8303191	Corner Cameron Ln & E.S Bear Creek		\$	17.00	
111	10737-71	COM Merced PD Arrest & Control Office	8306433	626 W 18th St		\$	17.00	
112	10737-21	Merced PD 21-4 Hangar Burg	8306506	Entry at Condor Dr/Eagle St	Hangar at Merced Airport	\$	17.00	
							Monthly: \$	1,708.00
							Annual: \$	20,496.00
							Maximum Allowed Additional Alarm Monitoring (Annual): \$	516.00
							Not to Exceed Total: \$	21,012.00