

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

Who's Watching Your Home or Business?

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 1st day of June, 2020 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
City of Merced 1776 Grogan Ave, Merced, CA 95341	Security Monitoring - Various locations See Below

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

- ☒ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below (individually or collectively the "System"); OR
- ☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY AND IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to the terms and conditions of our Agreement executed by Subscriber.
- Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

Hoffman to bring online and monitor the following alarm locations listed on attached spreadsheet

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE	\$	MONITORING SERVICE	\$1,632.00 - 1,751.00/MONTH
(Sales Tax Included in Installation Price)		Includes:	
		☐ Cell	☐ Total Control App
		☐ Open/Close Reports	☐ UL Certification
		☐ Camera Maintenance	☐ Videoified Clips
		☐ ZWave Control	☐ Entre
		☐ Camera Control	☐ Instant Eye Witness
		☐ Extended warranty	☐ Fire inspections
DEPOSIT DUE NOW	\$	INITIAL TERM OF MONITORING SERVICE	
BALANCE WHEN THE SYSTEM IS COMPLETED	\$	PAID: Annually	1 - YEARS (12 Mo/4 qtr/1 yrs)
		TOTAL MONITORING SUM FOR INITIAL TERM	\$19,584.00 - 21,012.00

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash price and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Payment Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

For services, the initial term of this agreement is two (2) 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

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Hoffman MH

Subscriber _____

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 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 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 the 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.

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

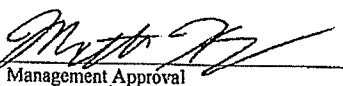
information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. 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

By _____
(Sales Agent & Agent Reg #)


Management Approval

Date: 4/11, 2020

[Print Subscriber's Name]

By _____

Date: _____

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.

APPROVED AS TO FORM:

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

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Hoffman 1411

Subscriber _____

CITY LOCATIONS & ALARM TYPES										
count	Description and Location				Alarm Type	Existing Equipment and Special Requirements	Cellular Card	Monthly	Annual Cost	General Ledger Account Number
1	CIVIC CENTER - INTRUSION & FIRE	678	W.	18th ST	Intrusion & Fire	1 Alarm, 3 Keypads, Fire Riser		\$12.00	\$144.00	671-1119-532.21-00
2	RALPH SHANNON PARCADE	638	W.	18th ST	Fire Alarm	Fire Pump & Riser		\$12.00	\$144.00	671-1119-532.21-00
3	ADAM GRAY'S OFFICE	690	W.	16th ST	Intrusion	1 Alarm, 2 Keypads		\$12.00	\$144.00	671-1119-532.21-00
4	PARKING CENTER GARAGE-FIRE	1801		M st	Fire	Standard Fire Alarm		\$12.00	\$144.00	671-1119-532.21-00
5	TRANSPORTATION CENTER	710	W.	16th ST	Intrusion	1 Alarm, 2 Keypads		\$12.00	\$144.00	671-1119-532.21-00
						subtotal :		\$60.00	\$720.00	
6	FINANCE-CIVIC CENTER Main Office	678	W.	18th ST	Intrusion	2 Alarms, 2 keypads, Main Room, 1 Alarm and Keypad in Vault Room		\$12.00	\$144.00	001-0701-512.21-00
						subtotal :		\$12.00	\$144.00	
7	CIVIC CENTER-IT DEPT	678	W.	18th ST	Intrusion & Temperature Alarm	1 Alarm, 2 Keypads, 1 motion sensor. The equipment must have a NO/NC contact or "Key bypass" option. Allows use of badges to arm/disarm the system	X	\$17.00	\$204.00	672-0403-512.21-00
						subtotal :		\$17.00	\$204.00	
8	CIVIC CENTER 3RD FLOOR	678	W.	18th ST	Panic Alarm	1 Keypad, 1 Alarm		\$12.00	\$144.00	001-0201-512.17-00
						subtotal :		\$12.00	\$144.00	
9	BELL STATION	415	W.	18th ST	Intrusion	1 Alarm, 1 Keypad		\$12.00	\$144.00	063-2005-572.17-00
						subtotal :		\$12.00	\$144.00	
10	PURCHASING DEPT	2525		O st	Intrusion	1 Alarm, 1 Keypad & 8 light beams, 2 motion, 6 glass crash sensors, 5 door sensors	X	\$17.00	\$204.00	001-0702-512.21-00
						subtotal :		\$17.00	\$204.00	
11	ROSSOTTI BLDG/APPLEGATE/ED-ZOO-CATION	1045	W	25th ST	Intrusion	1 Alarm, 1 Keypad		\$12.00	\$144.00	024-1204-542.21-00
12	PARCADE-PARKS COMM SERV DEPT	626 & 632	W.	18th ST	Intrusion	1 Alarm, 2 Keypads, 1 Motion Sensor	X	\$17.00	\$204.00	024-1204-542.21-00
13	PARKS COMMUNITY SERVICE STORAGE ROOM	364	W.	27th St	Intrusion	Alarm Equipment	X	\$17.00	\$204.00	024-1204-542.21-00
14	MERCED ZOO - ZOO KEEPER'S OFC	1045	W	25th ST	Intrusion	1 Alarm, 1 Keypad		\$12.00	\$144.00	024-1205-542.17-00
15	MCMAMARA RECREATION CENTER	1040		CANAL STREET	Intrusion	1 Alarm, 1 Keypad	X	\$17.00	\$204.00	024-1218-542.21-00
16	STEPHEN LEONARD-REC CENTER	640		T STREET	Intrusion	1 Alarm, 1 Keypad, 1 motion sensor, 1 door contact		\$12.00	\$144.00	024-1218-542.21-00
17	MERCED SENIOR COMMUNITY CENTER	755	W.	25th ST	Intrusion	1 Alarm, 2 Keypads		\$12.00	\$144.00	024-1216-542.21-00
						subtotal :		\$99.00	\$1,188.00	
18	CENTRAL MERCED POLICE EVIDENCE ROOM	611	W	22nd ST	Intrusion & Camera	1 Alarm, 1 Keypad, 3 motion sensors, 2 door contacts, 1 camera		\$12.00	\$144.00	001-1001-522.17-00
19	POLICE RECORDS STORAGE SHED	611	W	22nd ST	Intrusion	1 Alarm, 1 Keypad, 2 motion sensors, 1 door contact		\$12.00	\$144.00	001-1001-522.17-00
20	P.D. EVIDENCE RM-DOWNTOWN-BURG	470	W.	11th ST	Intrusion	1 Alarm, 2 Keypads, 6 motion sensors		\$12.00	\$144.00	001-1001-522.17-00
21	MERCED POLICE DEPT WHSE-1	460		GROGAN AVE	Intrusion	1 Alarm, 1 Keypad, 2 motion sensors, 1 door contact, 1 glassbreak		\$12.00	\$144.00	001-1001-522.17-00

CITY LOCATIONS & ALARM TYPES										
count	Description and Location				Alarm Type	Existing Equipment and Special Requirements	Cellular Card	Monthly	Annual Cost	General Ledger Account Number
22	MERCED POLICE DEPT. WHSE-2	460		GROGAN AVE.	Intrusion	1 Alarm, 10 doors, 3 motion sensors, 1 skylight beam		\$12.00	\$144.00	001-1001-522.17-00

CITY LOCATIONS & ALARM TYPES										
count	Description and Location				Alarm Type	Existing Equipment and Special Requirements	Cellular Card	Monthly	Annual Cost	General Ledger Account Number
23	MERCED POLICE DEPT-BOMB SQUAD	460		GROGAN AVE.	Intrusion	1 alarm, 1 keypad, 2 doors, 2 motions		\$12.00	\$144.00	001-1001-522.17-00
24	MERCED POLICE DEPT. WHSE-4	460		GROGAN AVE.	Intrusion	1 alarm 2 doors 1 motion		\$12.00	\$144.00	001-1001-522.17-00
25	MERCED PD EVIDENCE RM-DOWNTOWN-FIRE	470	W	11TH ST	Intrusion	1 Alarm, 1 Keypad, 1 pull station, 5 smoke detectors, 1 waterflow, 1 tamper, 1 phone line, 1 A/C loss/restore, 2 trouble/restore		\$12.00	\$144.00	001-1001-522.17-00
26	MERCED POLICE DEPT YARD	460		GROGAN AVENUE	Intrusion	1 alarm, 1 keypad, 5 beams	X	\$17.00	\$204.00	001-1001-522.17-00
27	MERCED POLICE DEPT DART	415	W	18TH STREET	Intrusion	1 alarm, 1 keypad, motion, 1 door contact and waterflow	X	\$17.00	\$204.00	001-1001-522.17-00
28	CITY OF MERCED POLICE DEPARTMENT	3033		"G" STREET	Intrusion	1 alarm, 1 keyfob, 11 doors, 1 repeater, 5 motion sensors	X	\$17.00	\$204.00	001-1001-522.17-00
						subtotal :		\$147.00	\$1,764.00	
29	MERCED AIRPORT HANGERS-FIRE			Merced Airport Hangers-Fire	Fire Alarm	Fire Riser & Alarm		\$12.00	\$144.00	561-1303-562.17-00
30	MERCED AIRPORT TERMINAL BLDG			Merced Airport Terminal Bldg	Panic Button	TSA Emergency Alarm		\$12.00	\$144.00	561-1303-562.17-00
						subtotal :		\$24.00	\$288.00	
31	PUBLIC WORKS ADMIN BLDG 1	1776		GROGAN AVE	Intrusion	2 Keypads, 2 motion Sensors		\$12.00	\$144.00	029-1102-532.21-00
32	PUBLIC WORKS CONFERENCE ROOM BLDG 3B	1776		GROGAN AVE	Intrusion	1 Keypad, 1 Door Switch		\$12.00	\$144.00	029-1102-532.21-00
						subtotal :		\$24.00	\$288.00	
33	PUBLIC WORKS AUTO SHOP MAIN SHOP	1776		GROGAN AVE BLDG 2	Intrusion	1 Keypad, 10 Door Switches	X	\$17.00	\$204.00	670-1103-532.21-00
34	PUBLIC WORKS AUTO TIRE LUBE BLDG 11	1776		GROGAN AVE	Intrusion	5 Door Switches		\$12.00	\$144.00	670-1103-532.21-00
						subtotal :		\$29.00	\$348.00	
35	PUBLIC WORKS SIGN SHOP BLDG 3A	1776		GROGAN AVE	Intrusion	1 Keypad, 2 Motion Sensors	X	\$17.00	\$204.00	022-1104-532.21-00
36	TRAFFIC LIGHT/SIGNAL WAREHOUSE	1720	W.	16th ST	Intrusion	1 Keypad, 2 Door Switches		\$12.00	\$144.00	022-1104-532.21-00
						subtotal :		\$29.00	\$348.00	
37	TREE TRIMMING/STORAGE ROOM	1776		GROGAN AVE	Intrusion	1 Keypad, 1 Door Switch		\$12.00	\$144.00	558-1122-532.21-00
						subtotal :		\$12.00	\$144.00	
38	SEWER LIFT STATION 2			ALLEY @ E ST & MAIN ST	Low/High Water Level, Wet Well, Panic, Dry Well, Hatch, Power Failure	Alarm Equipment		\$12.00	\$144.00	553-1108-532.21-00
39	SEWER LIFT STATION 3	1931		GROGAN AVE	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
40	SEWER LIFT STATION 6			HAWK DR	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
41	SEWER LIFT STATION 7	2215		COOPER AVE N/S	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
42	SEWER LIFT STATION 8		E	HWY 140 & KIBBY RD	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
43	SEWER LIFT STATION 9	3304		COLUMBIA AVE	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
44	SEWER LIFT STATION 10	1842		VALLEY FORGE	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
45	SEWER LIFT STATION 11	3254	E	CHILDS AVE	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
46	SEWER LIFT STATION 12			UNILEVER-N. HWY 59	" "	" "		\$12.00	\$144.00	553-1115-532.21-00
47	SEWER LIFT STATION 16	3400		SAN FRANCISCO & BUENA DRIVE	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
48	SEWER LIFT STATION 17	3156	N	HWY 59	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
49	SEWER LIFT STATION 18	3125		MERCED AVE	" "	" "	X	\$17.00	\$204.00	553-1108-532.21-00
50	SEWER LIFT STATION 19	504		ALFARATA & PARSONS	" "	" "		\$12.00	\$144.00	553-1108-532.21-00

CITY LOCATIONS & ALARM TYPES										
count	Description and Location				Alarm Type	Existing Equipment and Special Requirements	Cellular Card	Monthly	Annual Cost	General Ledger Account Number
51	SEWER LIFT STATION 20	305		CARDELLA & BANCROFT	" "	" "		\$12.00	\$144.00	553-1108-532.21-00

CITY LOCATIONS & ALARM TYPES										
count	Description and Location				Alarm Type	Existing Equipment and Special Requirements	Cellular Card	Monthly	Annual Cost	General Ledger Account Number
52	SEWER LIFT STATION 21	2309		MALASPINA & WHITEWATER	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
53	SEWER LIFT STATION 22	481		WINDER AVE	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
54	SEWER LIFT STATION 23	203		RANCHO CAMINO DR	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
55	SEWER LIFT STATION 13	3381		R ST/FAHRENS PARK	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
56	SEWER LIFT STATION 14			HWY 140 & SIDNEY LANE	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
57	SEWER LIFT STATION 15	1348	E.	ALEXANDER AVE	" "	" "		\$12.00	\$144.00	553-1108-532.21-00
58	WWTP SOLIDS BLDG FIRE PNL	10260		GOVE RD	Fire Alarm	Fire Riser & Alarm		\$12.00	\$144.00	553-1108-532.21-00
59	WWTP LAB FIRE PNL	10260		GOVE RD	Intrusion & Motion	Wireless: Doors: 5, Motion 5; Keypad: 1		\$12.00	\$144.00	553-1108-532.21-00
60	WWTF-MULTI BLDGS	10260		GOVE RD	Intrusion & Motion	Wireless: Doors: 57, Motion 11; Wired: Door:1; Motion: 1; Keypads: 2		\$12.00	\$144.00	553-1108-532.21-00
						subtotal:		\$281.00	\$3,372.00	
61	WWTP - LAND APPLICATION	10260		GOVE RD	Intrusion	Wired Doors: 3, Keypad: 1, cell communicator	X	\$17.00	\$204.00	553-1115-532.21-00
								\$17.00	\$204.00	
62	STORM PUMP STATION 1B			AIRPORT, SOUTH OF 1A	High/Low Wet Well Water Level, Power Failure, & Cabinet Door Intrusion Alarms	Alarm Equipment	X	\$17.00	\$204.00	553-1114-532.21-00
63	STORM PUMP STATION 2	3315		CAMPUS DRIVE	" "	" "	X	\$17.00	\$204.00	125-1165-532.21-00
64	STORM PUMP STATION 3	2761		COOPER AVE N/S	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
65	STORM PUMP STATION 4	1317	W.N.	BEAR CREEK	" "	" "	X	\$17.00	\$204.00	124/148//193-1165-532.2
66	STORM PUMP STATION 5	3343		BISMARCK	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
67	STORM PUMP STATION 6	1150		PASEO VERDE	" "	" "	X	\$17.00	\$204.00	122-1165-532.21-00
68	STORM PUMP STATION 7	200	S.E.	PARSONS	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
69	STORM PUMP STATION 9			CAMERON LN BEAR CREEK	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
70	STORM PUMP STATION 10			YOSEMITE & "G" STREET	" "	" "	X	\$17.00	\$204.00	126/194-532.21-00
71	STORM PUMP STATION 11	100		PARSONS AVENUE	" "	" "	X	\$17.00	\$204.00	121/144/173-532.21-00
72	STORM PUMP STATION 12	1567		RONNIE COURT	" "	" "	X	\$17.00	\$204.00	140-1165-532.21-00
73	STORM PUMP STATION 16	1417		W.N. BEAR CREEK	" "	" "	X	\$17.00	\$204.00	108-1165-532.21-00
74	STORM PUMP STATION 18	1813	W.	LOPES AVENUE	" "	" "	X	\$17.00	\$204.00	106-1165-532.21-00
75	STORM PUMP STATION 19			GILBERT MACIAS PARK	" "	" "	X	\$17.00	\$204.00	109/136-1165-532.21-00
76	STORM PUMP STATION 20	1384		HANSEN AVENUE	" "	" "		\$12.00	\$144.00	127-1165-532.21-00
77	STORM PUMP STATION 22	3495		SAN PABLO AVENUE	" "	" "	X	\$17.00	\$204.00	113-1165-532.21-00
78	STORM PUMP STATION 23			"N" STREET BEHIND JOHN	" "	" "	X	\$17.00	\$204.00	132-1165-532.21-00
79	STORM PUMP STATION 24	2090		LOPES AVENUE	" "	" "	X	\$17.00	\$204.00	111/145-532.21-00
80	STORM PUMP STATION 26	97	E.	GERARD AVENUE	" "	" "	X	\$17.00	\$204.00	142-1165-532.21-00
81	STORM PUMP STATION 29	1105		CORMORANT DRIVE	" "	" "	X	\$17.00	\$204.00	143-1165-532.21-00
82	STORM PUMP STATION 30	1002		DEERFIELD CT	" "	" "	X	\$17.00	\$204.00	116/139-532.21-00
83	STORM PUMP STATION 31	1945		SANDOZ CT	" "	" "	X	\$17.00	\$204.00	101-1165-532.21-00
84	STORM PUMP STATION 35	3088	W	QUEENS CIRCLE	" "	" "		\$12.00	\$144.00	107-1165-532.21-00
85	STORM PUMP STATION 38	4040		TANAGER	" "	" "	X	\$17.00	\$204.00	118/169-1165-532.21-00
86	STORM PUMP STATION 40	1304		EL PORTAL DRIVE	" "	" "	X	\$17.00	\$204.00	102/114-532.21-00
87	STORM PUMP STATION 42			BUENA VISTA SARASOTA	" "	" "	X	\$17.00	\$204.00	141/151/178/165/195.21-
88	STORM PUMP 1A AIRPORT	285		RIGGS AVE	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
89	STORM PUMP STATION 8	2980		WAINWRIGHT	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
90	STORM PUMP STATION 17			HORIZON & AVIGNON DRIVE	" "	" "	X	\$17.00	\$204.00	190/174-1166-532.21-00
91	STORM PUMP STATION 21			"R" STREET FAHRENS CREEK	" "	" "	X	\$17.00	\$204.00	110-1165-532.21-00
92	STORM PUMP STATION 27	1980		AUTO CENTER DRIVE	" "	" "	X	\$17.00	\$204.00	117-1165-532.21-00
93	STORM PUMP STATION 37			HALLEY AVE & ANTARES	" "	" "	X	\$17.00	\$204.00	121-1165-532.21-00

CITY LOCATIONS & ALARM TYPES										
COUNT	<u>Description and Location</u>			<u>Alarm Type</u>	<u>Existing Equipment and Special Requirements</u>	<u>Cellular Card</u>	<u>Monthly</u>	<u>Annual Cost</u>	<u>General Ledger Account Number</u>	
94	STORM PUMP STATION 41	4355		BIXBY WAY	" "	X	\$17.00	\$204.00	164-1166-532.21-00	
95	STORM PUMP STATION 43			CREEKVIEW & SILVERSTONE	" "	X	\$17.00	\$204.00	167/185-532.21-00	

CITY LOCATIONS & ALARM TYPES										
count	Description and Location				Alarm Type	Existing Equipment and Special Requirements	Cellular Card	Monthly	Annual Cost	General Ledger Account Number
96	STORM PUMP STATION 44			CARDELLA & FREEMARK	" "	" "	X	\$17.00	\$204.00	170-1166-532.21-00
97	STORM PUMP STATION 45			SAN JOSE & ROUNDHILL	" "	" "	X	\$17.00	\$204.00	170-1166-532.21-00
98	STORM PUMP STATION 46	3375		BLIX AVENUE	" "	" "	X	\$17.00	\$204.00	166/181-166-1166 -532.2
99	STORM PUMP STATION 52			JOE HERB SOCCER FIELD	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
100	STORM PUMP STATION 54	3255	E.	GERARD CAMPUS PARKWAY	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
101	STORM PUMP STATION 59			"G" & SANTA FE UNDERCROSSING	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
102	STORM PUMP STATION 48			SAN AUGUSTINE AVENUE	" "	" "	X	\$17.00	\$204.00	172/184-532.21-00
103	STORM PUMP STATION 47			MERCED AVE & DYLAN COURT	" "	" "	X	\$17.00	\$204.00	168/177-532.21-00
104	STORM PUMP STATION 50			S.W. CORNER WAVERLY DRIVE	" "	" "	X	\$17.00	\$204.00	188/189/191-532.21-00
105	STORM PUMP STATION 49			CORNER OF "M" STREET	" "	" "	X	\$17.00	\$204.00	153-1165-532.21-00
106	STORM PUMP STATION 25	1801		WARBROBE AVENUE	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
107	STORM PUMP STATION 60			CANAL & MCNAMARA	" "	" "	X	\$17.00	\$204.00	553-1114-532.21-00
						subtotal :		\$772.00	\$9,264.00	
108	WELL SITE #1	477		ST LAWRENCE AVE	Tank Intrusion	Alarm Equipment	X	\$17.00	\$204.00	557-1106-532.21-00
109	WELL SITE #2	1201	S.	PARSONS AVE	Tank Intrusion	Alarm Equipment	X	\$17.00	\$204.00	557-1106-532.21-00
110	WELL SITE #7	3362		MCKEE ROAD	Tank Intrusion	Alarm Equipment	X	\$17.00	\$204.00	557-1106-532.21-00
						subtotal :		\$51.00	\$612.00	
111	SOLID WASTE TRANSFER SITE	3504		NORTH HIGHWAY 59 & YOSEMITE	Intrusion	1 Alarm, 1 Keypad	X	\$17.00	\$204.00	671-1119-532.21-00
						subtotal :		\$17.00	\$204.00	
						BID TOTAL :		\$1,632.00	\$19,584.00	
112	7-ANTICIPATED NEW CITY FACILITIES (Well Sites/Sewer Lift, Pump Stations/City Buildings)			7-NEW CITY FACILITIES (Well Sites/Pump Stations/City	Intrusion/Fire	Miscellaneous Equipment	X	\$119.00	\$1,428.00	TO BE DETERMINED
						GRAND TOTAL :		\$1,751.00	\$21,012.00	

ATTACHMENT 2 Scope of Services

Scope of Services - The successful proposer shall furnish the following services:

- 1) The Contractor shall provide electronic monitoring of sensors installed at locations as identified. Locations requiring cellular telephone communication cards are identified on attachment.
- 2) The City shall provide the Contractor with a monthly call list for notification purposes. In the event of an alarm condition generated by any sensor, the Contractor shall immediately notify the City of the situation within 2-minutes. Successful proposer will receive contact information and procedures to follow.
- 3) **The Contractor shall be responsible for the operation and maintenance of communicators** at the identified locations, but shall not be responsible for the maintenance of City telephone lines or cellular connections.
- 4) If existing alarm equipment require reprogramming to accommodate system monitoring, all costs shall be borne by the Contractor.
- 5) Alarm equipment which cannot be reprogrammed due to age, incompatible equipment, or not solely owned by the city shall be replaced at contractor's expense unless arrangements are made with the City of Merced.

Note 1: It shall be the responsibility of the Contractor to evaluate all existing monitoring equipment or circuits prior to submittals to determine if it is compatible with their monitoring services. Failure to comply shall be considered a breach of contract and the City of Merced shall have the right to declare the service agreement null and void.

Note 2: All equipment replaced or installed by the Contractor shall become property of the City of Merced upon completion of installation.

- 6) No additional services or work shall be performed by the Contractor, unless approved in advance by the City, stating the dollar value of the services and method of payment.
- 7) **If the City authorizes additional services or work to be performed by the Contractor, a separate purchase order will be issued specifically for the single job requested;** and all alarm equipment installed shall meet applicable building code requirements, UL specifications for alarms, to include State and Federal requirements for commercial business alarm applications. **NOTE:** No services or work shall proceed prior to the issuance of the separate

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.