

**FIRST AMENDMENT TO
CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES**

THIS FIRST AMENDMENT TO CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES (“Amendment”) is made and entered into this ____ day of March, 2018, by and between the **City of Merced**, a municipal corporation of the State of California, 678 West 18th Street, Merced, California, 95340, (“Merced” or “CITY”) and **PM AM Corporation**, (“**CONTRACTOR**”), a corporation of the State of Texas with its principal administrative offices located at 5430 LBJ Freeway, Suite 370, Dallas, Texas 75240.

WITNESSETH:

WHEREAS, the parties hereto previously entered into that certain Contract for False Alarm Billing and Tracking Services, dated on or about November 8, 2017 (“**Contract**”) pursuant to which the City engaged Contractor to provide certain false alarm solution services described in the Contract;

WHEREAS, the City has requested Contractor to provide certain additional services not encompassed by the Contract, namely, to access the City’s computer system to extract and collect historical data pertaining to the City’s false alarm program for the period January 1, 2015 to February 28, 2018 (“**Historical Period**”) and submit a report to the City setting forth such historical data (“the “**Historical False Alarm Data**”);

WHEREAS, as a material inducement to Contractor to perform such additional services, the City has agreed to release Contractor from any liability relating to Contractor’s actions or inactions pertaining to its access to the City’s computer system and the extraction of the Historical False Alarm Data;

WHEREAS, Contractor has agreed to collect such Historical False Alarm Data and provide such information to the City as an accommodation to the City without a fee for performing such services; provided that City release Contractor from any liability arising from Contractor’s services with respect to the Historical False Alarm Data; and

WHEREAS, the parties desire to reduce their agreement as to the performance of services by Contractor with respect to the Historical False Alarm Data to a written agreement;

NOW, THEREFORE, for an in consideration of the foregoing recitals, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows.

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by this reference thereto.

2. **Grant of Access License.** The City hereby grants Contractor a non-exclusive license and right to access its computer systems, under city supervision, for the period expiring upon the earlier of (i) May 30, 2018, or (ii) the date Contractor delivers the Historical False Alarm Data to the City (the “**Computer Access Period**”) for the sole purpose of accessing, collecting and extracting the Historical False Alarm Data from the City’s computer system. The City shall facilitate access to the computer systems within 7-business day after the execution of this Amendment. Once the CONTRACTOR has successfully extracted and provided the Historical False Alarm Data in an approved mutually agreed format the contractor shall no longer access the city computer systems using the terms and conditions of this amendment.

3. **Services of Contractor.** Contractor shall use its best efforts to access and extract the Historical False Alarm Data and deliver a copy thereof (the “**Historical False Alarm Data Report**”) to the City within the Computer Access Period. Contractor shall only access the City’s computer system for the purpose of collecting and extracting the Historical False Alarm Data and shall conduct such access in a reasonable manner during normal business hours of the City. Contractor shall have the right to retain a copy of the Historical False Alarm Data Report for the purpose of assisting Contractor in determining and negotiating a reasonable fee for its services in the event the Contract is renewed or otherwise extended.

4. **Fee for Services.** Contractor is performing the services, in connection with the extraction, collection and delivery of the Historical False Alarm Data pursuant to this Amendment, as an accommodation to the City. Contractor acknowledges and agrees that it shall not receive any fee or other compensation or reimbursement of any expenses in connection with the performance of its services to the City pursuant to this Amendment.

5. **Release of Liability.** As a material inducement to Contractor to enter into this Amendment and in consideration of Contractor agreeing to perform its obligations hereunder without compensation, City hereby irrevocably and unconditionally releases, acquits and forever discharges Contractor and its officers, directors, shareholders and employees (collectively, the “**Contractor Released Parties**”) from any and all claims, liabilities, demands and causes of action, known or unknown, that the City may have or claim against any of the Contractor Released Parties arising out of or resulting from, or connected in any way to the services, actions or inactions of Contractor in connection with the access to the City’s computer system, the extraction and collection of the Historical False Alarm Data and the delivery thereof to the City, including any claims that in performing such services Contractor has introduced any of the following into the computer system of the City: spyware, adware, ransom-ware, rootkit, key-logger, virus, trojan, worm or other code or mechanism designed to provide unauthorized access to, or control over, the City computer system by any unauthorized party or which may restrict the access of the City or its employees or other authorized users to the City computer system.

6. **Ratification of Contract.** Except as modified by this Amendment, the City and Contractor hereby confirm and ratify the terms of the Contract.

WHEREAS, the individuals representing the parties are both authorized and have executed this Amendment effective as of the date first written above.

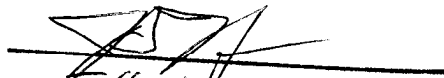
CITY:

CITY OF MERCED, CALIFORNIA

By: _____

STEVE CARRIGAN,
City Manager

APPROVED AS TO FORM:


Jeffrey S. Kaufman
Interim City Attorney

CONTRACTOR:

PM AM CORPORATION

By: _____

DAVE MOSS,
Vice President