RESOLUTION NO. 19-0480

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGECOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CONVERGINT TO UPDATE AND SUPPORT THE CITY HALL LENEL DOOR SYSTEM

WHEREAS, the City has a Lenel OnGuard door system and software that has not been updated in the last ten years; and

WHEREAS, support has ended for the current software, additional functionality and features have been requested; and

WHEREAS, Convergent is a local authorized reseller for the Lenel OnGuard door system Software that has historically supported our door system hardware and software at a competitive price for Lenel systems (without a system change to another product line); and

WHEREAS, the cost of the software and support is below the competitive bid requirements, is a purchased service that is not regulated by RCW but is required by City Policy to be competitive and because the agreement extends to multiple years, requires approval by Council; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGECOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Authorize the Mayor to execute a five year Lenel software and support Contract with a Convergent to provide software licensing, updates and planned maintenance of the cities door system in an amount not to exceed $12,000 over five years.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 12 DAY OF NOVEMBER, 2019

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk
Lenel Software and Customer Support Program

Presented To:

City of Edgewood

Presented on October 22, 2019

By: Dave Salsbury
Convergint Technologies
450 Shattuck Ave Suite 100
Renton, WA 98057
Cell: 253.327-9764
Office: 425-272-2250
Dave.salsbury@convergint.com

Making a Daily Difference
Customer Support Program Executive Summary

Convergint Technologies LLC is pleased to present the following Security Customer Support Program (CSP) proposal to CITY OF EDGEWOOD. It is our belief that a properly planned Customer Support Program will optimize the performance and integrity of your Lenel access control security system and extend the life of the system without compromising system performance.

This CSP provides CITY OF EDGEWOOD with a program that ensures optimal performance, and enhances owner knowledge of system.

Security Support Services

Convergint Technologies Customer Support Program includes a combination of standard services and optional tailored services to meet your needs. Convergint electronic security standard support services include:

This support program is for ☑ ACCESS CONTROL ☐ VIDEO MANAGEMENT ☐ ALARM

☒ Planned service visits once a year to fine tune the operation of the Integrated Security System. This will insure that critical data is being maintained and backed up on a regular basis as well as providing early warning of potential equipment failure.
☒ Lenel OnGuard Software SUSP license and necessary windows updates to include any new release hot fixes, patches or critical updates. Updates will be absorbed in the allotted hours contained within the agreement.
☒ Preferred labor rates for services not contained in the Customer Support Program for Access and Video
☒ Discounted parts pricing for any components outside the scope of the Comprehensive Support Services segment.
☒ Integration into Convergint Technology iCare service portal, which includes on-site user training.
☒ Annual review with CITY OF EDGEWOOD at their location to discuss performance.
☒ Assumes no more than 1 Client workstation upgrade. Any additional machines will be done on a T&M basis.
☒ Over the phone tech support for troubleshooting, this can include a remote session into the server as required.

Optional Security Support Services

Convergint offers the following range of optional security services to fulfill specific customer requirements. You may choose to add an optional service at any time, on a time & material basis, if you do not include the service in your initial service plan.

☒ No Optional Services

☐ UL/ULC Listed Monitoring
  *24/7 Monitoring
☐ Comprehensive Service Labor
  *All labor covered for the contract year
☐ Enhanced Customer Training
  *Customized user training

☐ Program Discretionary Fund
  *Yearly money to be used as directed
☐ Comprehensive Component Coverage
  *All parts covered for the contract year
☐ Vunetrix Health Monitoring
  *System health monitoring
Lenel Software (SUSP) Ordering

The Lenel Software Update and Support Plan (SUSP) will be purchased annually by Convergint on behalf of CITY OF EDGEWOOD to maintain the integrity of the system. The SUSP will be maintained by Convergint Technologies so that CITY OF EDGEWOOD is always current with their Lenel licensing and technical support. The purchase of the SUSP entitles CITY OF EDGEWOOD to two very important support mechanisms. The first is that, when requested, all upgrades to the Lenel software will be provided as requested on a time and material basis. The second is that Convergint personnel responding to a service call at CITY OF EDGEWOOD will have access to Lenel Technical Support during normal business hours.

*Please be advised. The Software Upgrade Support Plan for the existing 32ES Lenel system shows as expired on 9/17/2009. To get CITY OF EDGEWOOD current again, Convergint will provide and install (10) Lenel SUSP licenses. Once the existing system is current again, only (1) Lenel SUSP license will be needed per annum.

Service Rates and Program Discounts

Convergint Technologies Customer Support Programs are custom tailored to meet the needs of each individual customer. In the case of CITY OF EDGEWOOD, these proposed services include the following: Scheduled Maintenance & Training, Software Updates, Emergency Service Response, and Preferred Parts and Labor Pricing.

Preferred Labor Rates & Parts Discounts Effective 1/1/2019

As a CSP customer, Convergint Technologies provides discounted Contracted Labor Rates and the following hardware discounts:

<table>
<thead>
<tr>
<th>Services</th>
<th>Contract Rates</th>
<th>Non-Contract Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Regular</td>
<td>Overtime</td>
</tr>
<tr>
<td>Fire/Security Technician</td>
<td>$130.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>IT Specialist</td>
<td>$160.00</td>
<td>$220.00</td>
</tr>
<tr>
<td>Account Engineer</td>
<td>$120.00</td>
<td>$165.00</td>
</tr>
<tr>
<td>Truck Charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel Policy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Charge</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Rates are subject to change with 30 days notice.

<table>
<thead>
<tr>
<th>Equipment Mfg</th>
<th>Equipment Type</th>
<th>Standard Pricing</th>
<th>CSP Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lenel</td>
<td>Card Access</td>
<td>List Price</td>
<td>List Less 10%</td>
</tr>
</tbody>
</table>
Response Time & Prioritization

As a Convergint Technologies Customer Support Program customer, CITY OF EDGEWOOD will receive priority consideration in emergency service situations. A technician will be available for service 24 hours per day, 7 days per week. During the hours of 8:00 AM to 5:00 PM Monday through Friday, CITY OF EDGEWOOD can contact the local Convergint office, and be assured of prompt and courteous service. During hours other than those listed above, calls will be handled directly by the Convergint answering service and routed to the on-call technician.

Upon receipt of a request for service from CITY OF EDGEWOOD, the caller shall identify a requested priority level for the call. If the call is urgent and requires immediate response, it shall be identified as a Priority 1 call requiring 4-hour onsite response. Typical Priority Levels are as identified below.

**Priority 1**
If the emergency service call is deemed a Priority 1 call by the CITY OF EDGEWOOD representative, Convergint Technologies will call the site within two hours to deescalate and plan response. If an onsite response is still required, Convergint will be onsite within four hours.

**Priority 2**
Next Business Day: If the emergency service call is deemed a Priority 2 call by the CITY OF EDGEWOOD representative, Convergint Technologies will respond to the service call the next business day or sooner.

**Priority 3**
within three (3) business days: Convergint Technologies will respond to a Priority 3 service call within three (3) business days.

Any after-hours calls requiring a Priority 1 guaranteed response will be billed at 1.5 times the regular rate as set forth above in the Service Labor table.

Performance Goals

Upon execution of this agreement, and prior to commencement of services, Convergint Technologies will meet with CITY OF EDGEWOOD personnel to readdress specific written mutual goals for success. These goals will ultimately become the measuring stick for our success with CITY OF EDGEWOOD. Our Service Account Engineer will meet with CITY OF EDGEWOOD personnel to review our overall performance using the established goals as a benchmark. The feedback provided during these meetings will allow Convergint Technologies to properly calibrate and continually improve the level of Integrated Security System services provided to CITY OF EDGEWOOD.

iCare Program Overview

The Convergint iCare work order management portal integrates the benefits of the Internet with the reliability of professional customer service representatives to deliver a premier Web-based 24x7 work order management solution. iCare reports and tracks work orders as well as creates an invaluable and ever-expanding knowledge database. Reports are useful in evaluating all aspects of a work order as it proceeds from an initial service call to final issue resolution. Customer personnel will be able to enter, from a desktop computer, a service call request and continually track progress on a real-time basis. In addition, iCare has the ability to be a central repository of documentation such as design standards, installation standards, service standards, proposals, cut sheets, operations playbook, etc. This documentation will be accessible by authorized project team personnel and will help to ensure that standards are maintain throughout all of your locations. Lastly, the iCare customer service portal allows customers to track individual installation project activity, in real time, including the latest progress updates from the project team.
Financial Summary

- Year 1 of services includes one (10) Lenel SUSP licenses to bring the existing system current. Following the first year of services, only one (1) license will be required per annum.

- For the multi-year discount, CITY OF EDGEWOOD does not have to pay for all five (5) years up front. To execute the multi-year plan simply note that you accept the terms for Multi-Year. At the end of year one (1) Convergint will reach out to CITY OF EDGEWOOD and inform of the renewal date. If the agreed upon year is acceptable as noted above, renewal will take place. If not, it may be amended or cancelled as per the original agreement.

- Pricing for this Customer Support Program is based upon a 5-year agreement between Convergint Technologies and CITY OF EDGEWOOD. CSP can be canceled by either party with 30 days written notice. For purposes of this proposal, a commencement date of November 15, 2019 has been assumed.

<table>
<thead>
<tr>
<th>Service Start Date: November 15, 2019</th>
<th>Program Duration: 5 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSP Program Cost</td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>Year 2</td>
</tr>
<tr>
<td>$2,681.00</td>
<td>$1,836.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>Year 4</td>
</tr>
<tr>
<td>$1,892.00</td>
<td>$1,949.00</td>
</tr>
<tr>
<td>Year 5</td>
<td></td>
</tr>
<tr>
<td>$2,009.00</td>
<td></td>
</tr>
</tbody>
</table>

Pricing for this Customer Support Program is valid for 30 days from the date of the proposal. If accepted, please indicated the years of services desired, sign and date below and return to Convergint Technologies with the appropriate purchase order information.

Thank you for the opportunity to provide Integrated Security System services for CITY OF EDGEWOOD. Should you have any additional questions regarding the information contained in this proposal, please feel free to contact me at 425-272-2250 (office) or 253-327-9764 (mobile).

Respectfully submitted by Convergint Technologies LLC

Dave Salsbury 10/28/2019
Authorized Signature Date

Dave Salsbury – Service Sales
Printed Name & Title

[Signature]
Authorized Customer Signature Date

Daryl Edinger, Mayor
Printed Name & Title

Proposal Terms & Conditions
1. Throughout this CSP Proposal, the term, "Convergint" refers to the Convergint Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergint Technologies LLC", "Convergint Technologies LP" or "Convergint Technologies LTD".

2. This CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the Services. The signed CSP Proposal represents the entire agreement between Convergint and Customer (the "Agreement") and may only be amended by a written document signed by both Convergint and Customer. The term of this Agreement will begin on the Start Date and continue for the Duration, as defined herein. At the end of the Duration of this Agreement, the Agreement will renew automatically from year to year until terminated by either party with written notice to the other party thirty (30) days prior to the renewal date. Convergint reserves the right to modify the annual CSP Program Cost with notice to Customer prior to the end of any term of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

2A. "Notwithstanding the foregoing, either party may terminate this Agreement with thirty (30) days written notice to the other party. Upon termination, Convergint will provide an invoice to Customer within thirty (30) days for any services provided under this contract that have not been paid for by Customer via quarterly invoicing (i.e. annual software support costs, etc)".

3. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergint, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.

4. Customer agrees at no cost to Convergint:
   a. to provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment;
   b. to supply electrical service as required by Convergint; and
   c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

5. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.

6. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergint Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergint Technologies Monitoring Service Agreement prior to the implementation of monitoring service.

7. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them; or are adjusted (hardware or software) by someone other than a Convergint representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergint shall have the right to exercise any or all of the following options in response to this Modification Event:
   a. Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergint;
   b. Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
   c. Require termination of this Agreement upon thirty (30) days notice to Customer, at Convergint's option.

8. In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, Convergint is entitled to stop providing its Services at that facility if such hazardous materials or unsafe working conditions were not provided by or caused by Convergint. Convergint, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

9. Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure event. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, and vandalism, and power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to a Force Majeure event, the time for that
performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any
Services required by Convergint due to reasons set forth in this Force Majeure Section shall be charged to
Customer in addition to any amounts due under this Agreement.

10. This Agreement shall be governed and construed in accordance with the laws of the state/province in which the
Services are being performed.

11. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such
invoice. If Customer is overdue in its payment to Convergint, Convergint has the right to suspend performing the
Services hereunder, and charge an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted
by law), and may avail itself of any other legal or equitable remedy. Sales taxes, (and in Canada GST/PST) and any
other taxes assessed on Customer shall be added to the price upon invoice to Customer.

12. Any equipment or products installed by Convergint in the course of providing the Services hereunder shall only carry
such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without
recourse to Convergint. Upon request by Customer, Convergint will use all reasonable efforts to assist Customer in
enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse,
modifications not executed by Convergint, improper or insufficient maintenance, improper operation, or normal wear
and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE
MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY
IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE
EXPRESSLY DISCLAIMED.

13. Convergint shall defend, indemnify and hold Customer, its officers, officials, employees and volunteers harmless
from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from
the acts, errors or omissions of the Convergint in performance of this Agreement, except for injuries and damages
cased by the sole negligence of Customer.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the
event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting
from the concurrent negligence of the Convergint and Customer, its officers, officials, employees, and volunteers,
Convergint's liability, including the duty and cost to defend, hereunder shall be only to the extent of Convergint's
negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes
Convergint's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this
indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall
survive the expiration or termination of this Agreement.

14. Convergint shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to
persons or damage to property which may arise from or in connection with the performance of the work hereunder
by Convergint, its agents, representatives, or employees.

15. Convergint's maintenance of insurance as required by the agreement shall not be construed to limit the liability of
Convergint to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy
available at law or in equity.

16. Convergint shall obtain insurance of the types and coverage described below:

a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be
written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability
coverage.

b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall
cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and
advertising injury. The Customer shall be named as an additional insured under Convergint's Commercial
General Liability insurance policy with respect to the work performed for the Customer using an additional
insured endorsement at least as broad as ISO CG 20 26.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Technology Errors & Omissions (E&O)

e. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including
defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Customer confidential and personally identifiable
information, including but not limited to, any information about an individual maintained by the Customer,
including (i) any information that can be used to distinguish or trace an individual's identity, such as name,
social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other
information that is linked or linkable to an individual, such as medical, educational, financial, and employment
information regardless of how or where the information is stored or transmitted.
Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Customer data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Customer or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

17. Convergint shall maintain the following insurance limits:
   a. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
   b. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.
   c. **Technology Errors & Omissions (E&O)** shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.
   d. **Network Security (Cyber) and Privacy Insurance** shall be written with limits no less than $1,000,000 per claim, $1,000,000 policy aggregate for network security and privacy coverage, $100,000 per claim for regulatory action (fines and penalties), and $100,000 per claim for event management services.

18. Convergint's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Customer. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Customer shall be excess of the Contractor's insurance and shall not contribute with it.

19. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

20. Convergint shall furnish the Customer with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Convergint before commencement of the work.

21. Convergint shall provide the Customer with written notice of any policy cancellation within two business days of their receipt of such notice.

22. Failure on the part of Convergint to maintain the insurance as required shall constitute a material breach of contract, upon which the Customer may, after giving five business days' notice to Convergint to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Customer on demand, or at the sole discretion of the Customer, offset against funds due Convergint from the Customer.

23. If Convergint maintains higher insurance limits than the minimums shown above, the Customer shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Convergint, irrespective of whether such limits maintained by Convergint are greater than those required by this contract or whether any certificate of insurance furnished the Customer evidences limits of liability lower than those maintained by the User.

24. Convergint shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Convergint agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information. Convergint shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement. Convergint shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss. Convergint agrees not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Customer or as otherwise authorized by law. Convergint agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information. Convergint shall make the Personal Information available to amend as directed by Customer and incorporate any amendments into all the copies maintained by Convergint or its subcontractors. Convergint shall certify its return or destruction upon expiration or termination of the Agreement and Convergint shall retain no copies. If Convergint and Customer mutually determine that return or destruction is not feasible, Convergint shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws. Convergint shall notify Customer in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Convergint shall take necessary steps to mitigate the harmful effects of such use or disclosure. Convergint is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Customer. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.
25. In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to
resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each
company. If settlement attempts are not successful, then either party may request that the dispute be decided by
mediation or arbitration.

26. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party
hereto.

27. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the
parties as shown. All notices shall be effective upon receipt by the party to whom the notice was sent.

28. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by
a person with authority to commit the Customer or Convergint and delivered to the non-waiving party according to
the notice provision herein. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the
written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

29. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.
RESOLUTION NO. 19-0478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGECWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CONVERGINT TO UPDATE AND SUPPORT THE CITY HALL LENEL DOOR SYSTEM

WHEREAS, the City has a Lenel OnGuard door system and software that has not been updated in the last ten years; and

WHEREAS, support has ended for the current software, additional functionality and features have been requested; and

WHEREAS, Convergent is a local authorized reseller for the Lenel OnGuard door system Software that has historically supported our door system hardware and software at a competitive price for Lenel systems (without a system change to another product line); and

WHEREAS, the cost of the software and support is below the competitive bid requirements, is a purchased service that is not regulated by RCW but is required by City Policy to be competitive and because the agreement extends to multiple years, requires approval by Council; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGECWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Authorize the Mayor to execute a five year Lenel software and support Contract with a Convergint to provide software licensing, updates and planned maintenance of the cities door system in an amount not to exceed $12,000 over five years.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 12 DAY OF NOVEMBER, 2019

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk