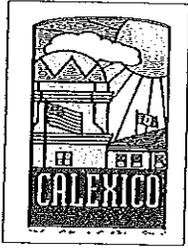


**AGENDA
ITEM**

19



AGENDA STAFF REPORT

DATE: September 20, 2017

TO: Mayor and City Council

APPROVED BY: Armando G Villa, City Manager *Armando G. Villa*

PREPARED BY: R. Gomez, Chief of Police *R. Gomez*
G. C. Gerardo, Lieutenant

SUBJECT: Update on Surveillance Camera System

=====

Update Staff Report:

On June 2, 2015, the Calexico City Council approved the purchase of a City-Wide Surveillance Camera System requested by the Calexico Police Department. In 2016 the cameras were installed around the City of Calexico's Buildings, Parks, Downtown and other highly used and traveled areas. On June 16, 2015, the City Council also approved the purchase of a Five-Year maintenance agreement for all the cameras, hardware and software.

The camera system has a total of 82 cameras. Of the 82, 73 are fixed cameras, 9 are automated license plate readers (ALPR). 62 are being used and recorded, while 20 are still pending Caltrans approval for mounting on their signal light poles.

The camera system's maintenance is done by Convergent Technologies and are a two-hour drive from Calexico. Convergent Technologies also periodically login remotely online to run diagnostics on the system. Convergent Technologies sends two technicians for 8 hours every quarter for preventive maintenance. The company also responds for calls for service as part of the agreement. Proper procedures and protocols are in place to insure the system is fixed as soon as it malfunctions. The call can be placed by Dispatch, Patrol Sergeant or PD Administration 24 hours a day.

The Calexico Police Department since going live on the camera system has used it to prosecute an assault with a deadly weapon case at Rockwood Plaza Park, caught two burglaries in progress on Second St. in Downtown and has caught drug users and people doing unlawful acts at the International Friendship Park on Paulin Ave.

Discussion & Analysis:

N/A

AGENDA ITEM 19

Fiscal Impact:

N/A

Coordinated With:

N/A

Attachments:

1. City of Calexico June 2, 2015 Agenda Item 12 Camera System Authorization
2. City of Calexico June 16, 2015 Agenda Item 13 Five-year maintenance agreement



AGENDA STAFF REPORT

DATE: June 2, 2015

TO: Mayor and City Council

APPROVED BY: Richard N. Warne, Interim City Manager *RW*

PREPARED BY: Michael J. Bostic, Interim Chief of Police
Jesus J. Serrano, Lieutenant

SUBJECT: Authorize the Calexico Police Department to Enter into Contract and Purchase a City-Wide Security Surveillance System.

=====

Recommendation:

Authorize the Calexico Police Department to enter into contract and purchase a City-Wide Security Surveillance System.

Background:

The Calexico Police Department is requesting for the procurement of a City-Wide Security Surveillance System. As the Calexico Police Department moves into a new era of policing, a City-Wide Security Surveillance System would be a crucial part of the mission of the Police Department. In recent years, most law enforcement agencies have moved into installing cameras to protect city facilities. In addition to city facilities, law enforcement agencies have placed cameras in vehicles and body camera.

Discussion & Analysis:

The City-Wide Surveillance System will provide many benefits for the City and it's community. The information captured in the cameras will provide a safer community for the citizens of Calexico. These cameras will be used as crime deterrence, real time situational awareness and as an asset for criminal prosecution.

This City-Wide Security Surveillance System will add additional cameras in strategic locations throughout in the City. In addition, the existing cameras in the City would be linked into the City-Wide Security Surveillance System. With the addition of cameras and publicity of having a City-Wide Security Surveillance System the criminal element would be deterred in the commission of the crime. The fear alone of being caught on video in the commission of a crime alone will deter most of the crime in the City. In

AGENDA ITEM 12

addition, this system would be a low cost solution to crime prevention in the City's infrastructure.

The real time situational awareness would be crucial on the day-to-day operation of the City and Police Department. By installing the cameras in strategic points throughout the city and linking the additional cameras within the city to a live feed, this would allow the city managers to view the status of any situation. In addition to the day to day operation of the City, the surveillance system would assist in the city managers to manage critical incidents or natural disasters. For example, on the Easter Earthquake of 2010, the city used endless man hours to maintain situation awareness, (i.e. damage assessment, status of infrastructure, and request for services), to best deploy the limited assets that were available for natural disaster response.

Finally, the footage captured through the City-Wide Surveillance System would be invaluable to investigators conducting criminal investigations. The footage captured would create investigative leads and produce potential suspects. In prosecutions, the footage would be an integral part in prosecuting the criminal element. This footage would capture criminals committing crimes and would increase the conviction rate and deterring of crime in our Community.

Over all, the community and City will benefit of the City-Wide Security Surveillance System by the integration of existing camera systems, additional cameras, and integration of real time monitoring. Having all these components interlaced and having recording capabilities would create a safer community.

Fiscal Impact:

The Calexico Police Department has allocated \$722,515 for the implementation of this City-Wide Security Surveillance system. The Calexico Police Department will allocate the \$722,515 from both general funds and Asset Forfeiture Funds.

Coordinated With:

None.

Attachment:

1. U.S. Communities Proposal for a City Wide Security Surveillance Project

March 18, 2015



Michael Bostic
Calexico Police Department
420 E 5th St
Calexico, CA 92231

Dear Chief Bostic,

Re: U.S. Communities Proposal for City-Wide Security Surveillance Project

Mallory Safety & Supply is pleased to partner with Convergent Technologies to provide this proposal in consideration for the City of Calexico's Security Surveillance Project. We have carefully crafted our proposal to include a team of professionals certified in the proposed solutions, experienced in city-wide surveillance installations, and an easy to use web-based service portal allowing the City to monitor all service calls and projects in real time.

Mallory Safety & Supply is the U.S. Communities contract holder for Public Safety & Homeland Security Equipment. We have selected to partner with Convergent Technologies due to their Experience, Local Resources, Best of Breed Technology Solution Partnerships, Innovative Service Delivery, Financial Strength, Staff Qualifications, Product Expertise and National Strength & Presence. As the largest private systems integrator in North America and a leader in security and life safety solutions, Convergent Technologies fully understands the unique and operational needs of our municipal partners. Together, we are committed to working with the City of Calexico to develop and deliver a multi-year, Security Surveillance Project which includes on time, on budget, and value-added solutions to meet the City's current and future distinctive requirements.

Thank you for considering Mallory Safety & Supply and Convergent Technologies as your strategic partners of choice for your Security Surveillance Project.

Sincerely,

Allison Windsor, Director of Government Sales
Mallory Safety & Supply
818.644.9484



Public Safety & Homeland Security Equipment Contract
Contract #: 4400001839
Info: www.safewaremallory.com

Security System Scope of Work

Convergent Technologies' scope of work includes furnishing, installing, programming and commissioning the material listed in the attached bill of materials (BOM) as outlined below and with regards to the data listed in the clarifications and exclusions section of this proposal.

As part of an effort to enhance community safety and reduce personal and property crime, the City of Calexico is looking to deploy a city-wide security system comprised of video surveillance and license plate recognition technologies. After gaining an understanding of the City's infrastructure and business requirements, Convergent Technologies has prepared a security design that will provide the City the ability to remotely monitor strategic City intersections, buildings, and infrastructure from Police Dispatch and at City Hall.

The scope of work will include the installation of Pan-Tilt-Zoom (PTZ) cameras and license plate recognition cameras on existing city intersection traffic poles networked back to the Calexico Police Station via a dedicated 5 GHz wireless network. Convergent Technologies will install the cameras, the wireless equipment, and all related hardware on intersection poles. All video cameras will be integrated into a centralized video management system and storage platform located at the Police Station allowing City personnel to be able to access and view the video in real time. City personnel will also be able to view recorded video and create a permanent archive of evidentiary video. The video management solution selected for this deployment is the same video management platform used on numerous city surveillance projects including at the Los Angeles County Century Sheriff Station in the City of Lynwood, CA.

All license plate recognition cameras will be networked back to an existing 3M-PIPS BOSS server already installed at the Police Station. This is the same server currently being used as the back-end for the Police Department's existing Mobile ALPR radio car. The license plate recognition system will record and store all license plate data for investigative purposes and will also alert Police Dispatch in real time when a stolen or wanted vehicle is detected.

Convergent technologies will also integrate all existing Police Department video cameras into this new video management system to centralize video viewing and archiving. All new and existing cameras will be integrated into existing large video monitors in the Police Station Dispatch. In addition, Convergent will provide a new client computer to serve as the primary viewing management station. Existing computers throughout the station/city will also have access to this same video system allowing personnel with appropriate permissions to view video from their existing workstations.

Convergent technologies will also install a combination of Fixed and Pan-Tilt-Zoom (PTZ) cameras throughout city facilities and will network these back to the police station via either wireless or direct connection into the city's network.

Convergent technologies will integrate all existing cameras at the City Sewage and Water Treatment facilities into this same video management network using existing Water Plant wireless network. All City Sewage and Water Treatment cameras will continue to be viewed via the Water Plant's existing video wall in addition to also being viewed via the police dispatch video wall and also via the secondary video viewing wall to be installed within City Hall.

Location Details:

City Intersections

A total of 13 PTZ cameras will be installed at 13 strategic intersections throughout the city. These intersections will all be networked via wireless into the Police Department's video network. The intersections will include:

- Highway 111 and 2nd St
- Highway 111 and 5th St
- Highway 111 and Highway 98
- Highway 111 and Cole Rd
- Highway 111 and Jasper Rd
- 2nd St & St Palin Ave (will need to mount equipment on an existing commercial building)
- 2nd St & Rockwood Ave (will need to mount equipment on an existing commercial building)
- 2nd St & Heffernan Ave (will need to mount equipment on an existing commercial building)
- Highway 98 and Kloke Rd
- Highway 98 and Andrade Ave
- Highway 98 and Cole Rd
- Cole Rd & Rockwood Ave
- Gran Plaza Mall

Fixed License Plate Recognition

A total of 9 ALPR cameras will be installed at 5 strategic intersections throughout the city. Although additional ALPR locations were discussed during the initial planning session, this phase of the project will focus on the installation of equipment at intersections with existing traffic light poles. These intersections will include:

- Highway 111 and 2nd St (Northbound and Southbound on Highway 111)
- Highway 111 and Jasper Rd (Southbound on Highway 111)
- Highway 98 and Kloke Rd (Eastbound on Highway 98)
- Highway 98 and Cole Rd (Westbound on Cole Rd)
- Gran Plaza Mall (Eastbound on Highway 2)

City Parks

A total of 6 PTZ cameras will be installed at 6 parks throughout the city. These parks will all be networked via wireless into the Police Department's video network. These parks include:

- Herber Park
- Border Park
- Nosotros Park
- Villas Santa Fe Park
- Cortez Park
- Adrian Cordoba Park

City Hall

Deployment of 3 PTZ cameras cabled directly into a private network linked back to the Police Department video network via city fiber. In addition to these video cameras, a video monitoring station will also be located within City Hall to monitor all city wide video cameras.

City Library

Deployment of 4 PTZ cameras and 1 fixed camera cabled directly into a private network linked back to the Police Department video network via city fiber.

Police/Fire Station

Deployment of 2 PTZ cameras and 1 fixed camera cabled directly into the Police Department video network.

Airport

Deployment of 1 PTZ camera and 1 fixed camera connected wirelessly to the Gran Plaza Circle intersection.

Fire Department on Kloke & Grant

Deployment of 3 PTZ cameras connected wirelessly into the Police Department video network.

City Community Center/Parks & Rec

Deployment of 6 PTZ cameras connected wirelessly into the Police Department video network.

Cultural Art Center

Deployment of 2 fixed cameras connected wirelessly into the Police Department video network.

City Sewage

Integration of existing cameras via 8 port encoder. Use Existing Wireless.

Water Treatment Plant – Main Building

Integration of existing cameras via 8 port encoder. Use Existing Wireless to bridge other Water Facilities. Connect wirelessly into the Police Department video network.

Water Treatment Plant – Chlorine Building

Integration of existing cameras via 8 port encoder. Use Existing Wireless.

Water Treatment Plant – Filter Building

Integration of existing cameras via 8 port encoder. Use Existing Wireless.

Water Treatment Plant – 1650 Cole Road

Integration of existing cameras via 8 port encoder. Use Existing Wireless.

Water Treatment Plant – 503 Sam Ellis

Integration of existing cameras via 8 port encoder. Use Existing Wireless.

Warranty

Convergint will provide a one year labor warranty and a one year material warranty. Provision of materials after the first year will be billed on a time and materials basis.

Notes:

The wireless deployment as proposed is based on ground level views and estimations and may require adjustment based actual line of sight and access to city infrastructure including Police Station radio tower, water tower, fiber, etc. Actual deployment may require additional repeater nodes if line of sight is not optimal during on-site engineering surveys.

Proposed solution anticipated the availability of City network (via fiber or other) that may be leveraged for this project at City Hall, the City Library and the Community Center.

Automated License Plate Recognition (ALPR) camera deployment will be in accordance with industry best practices. Each ALPR camera is designed to optimize performance by accessing a targeted field of view varying in size by camera type. This field of view ranges approximately 13 feet in width. A vehicle's license plate is detected and captured when it enters this field of view. If a vehicle drives far outside of the lane's boundaries or has relocated its license plate such that it is outside of the camera's field of view, then the plate will not be detected nor captured by the ALPR system.

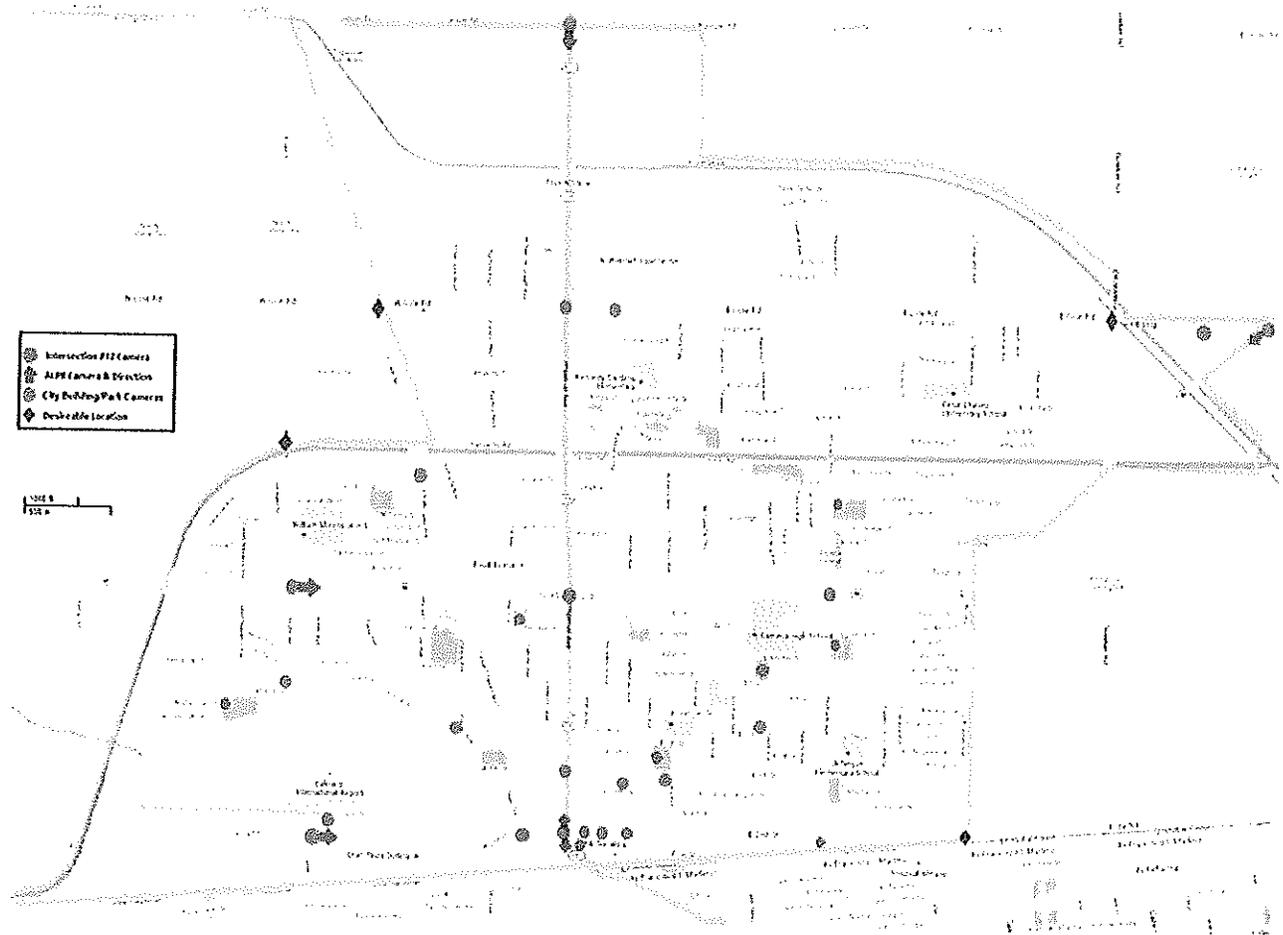
Convergint's scope of work is limited to the installation and configuration of the included equipment and will not include any electrical work that may be required at any of the camera locations. As such, it is anticipated that the City will provide dedicated 120V circuits within 3 feet of all camera/equipment locations requiring electrical and that the electrical be operational 24x7x365. Convergint can provide this service if required at an additional cost.

Convergint's anticipates the city to provide all traffic control and lane closures per schedule and in advance of installation crews arriving at job site as needed for the completion of this project. Convergint can provide this service if required at an additional cost.

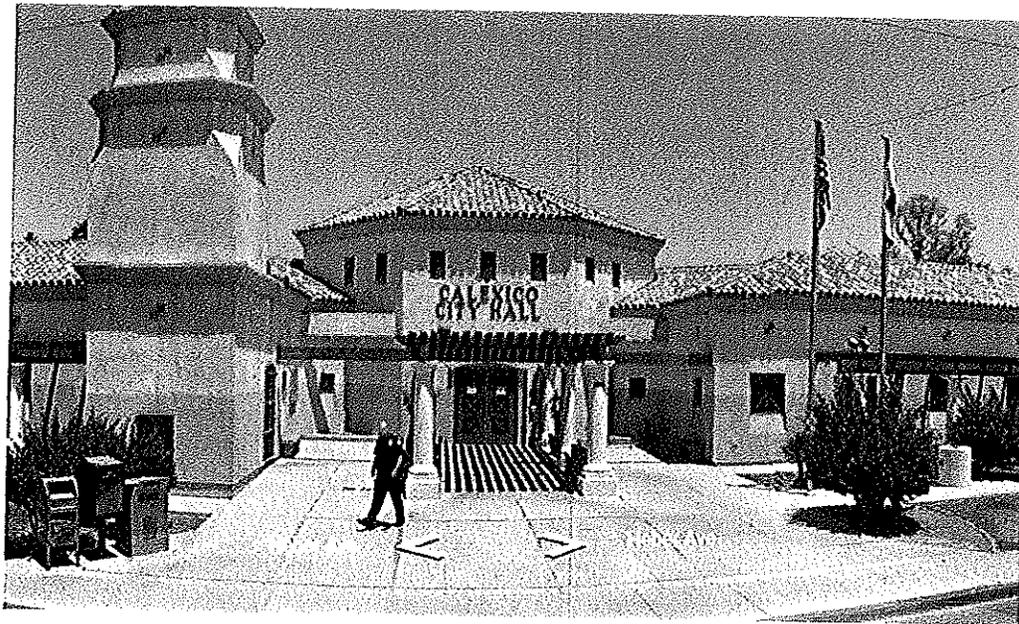
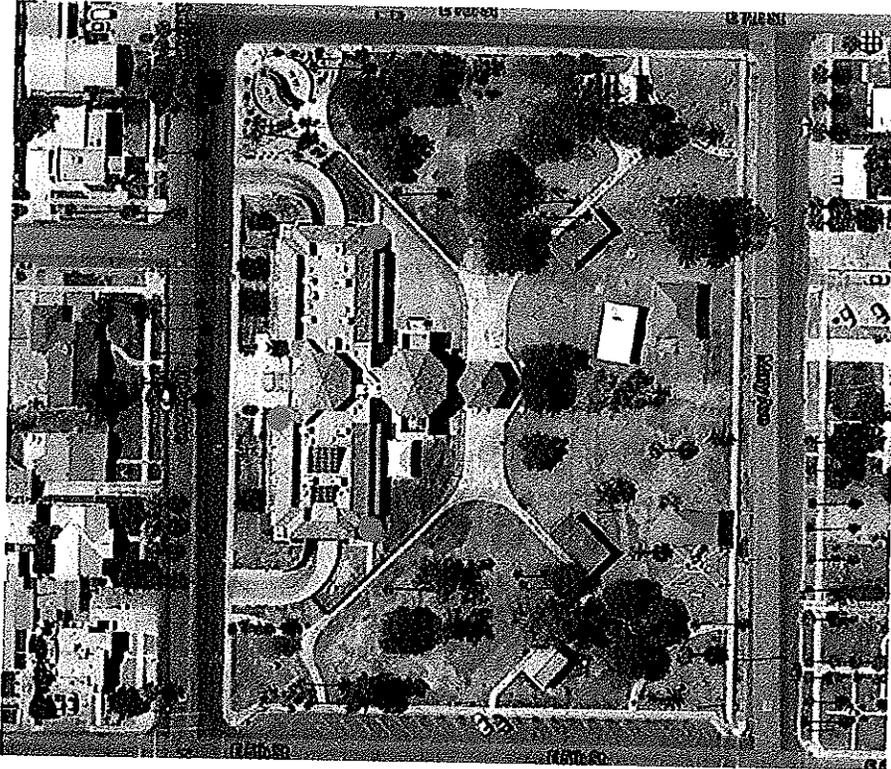
Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Bringing existing conditions up to current code standards not included.
- Rework of existing electrical to facilitate the work of other trades unless specifically referenced above not included.
- UL listing requirements for materials supplied by others not included.
- Handling and/or disposal of hazardous materials not included.
- Structural and Electrical Engineering not included.
- Permits or associated fees are not included.
- Customer to provide static IP addresses and network connections.
- Proposed solution anticipates the availability of City network (via fiber or other) that may be leveraged for this project at City Hall, the City Library and the Community Center.
- Automated License Plate Recognition (ALPR) camera deployment will be in accordance with industry best practices. Each ALPR camera is designed to optimize performance by accessing a targeted field of view varying in size by camera type. This field of view ranges approximately 13 feet in width. A vehicle's license plate is detected and captured when it enters this field of view. If a vehicle drives far outside of the lane's boundaries or has relocated its license plate such that it is outside of the camera's field of view, then the plate will not be detected nor captured by the ALPR system.
- Convergent's scope of work is limited to the installation and configuration of the included equipment and will not include any electrical work that may be required at any of the camera locations. As such, it is anticipated that the City will provide dedicated 120V circuits within 3 feet of all camera/equipment locations requiring electrical and that the electrical be operational 24x7x365. Convergent can provide this service if required at an additional cost.
- Convergent's anticipates the city to provide all traffic control and lane closures per schedule and in advance of installation crews arriving at job site as needed for the completion of this project. Convergent can provide this service if required at an additional cost.
- Proposal does not include sales tax.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

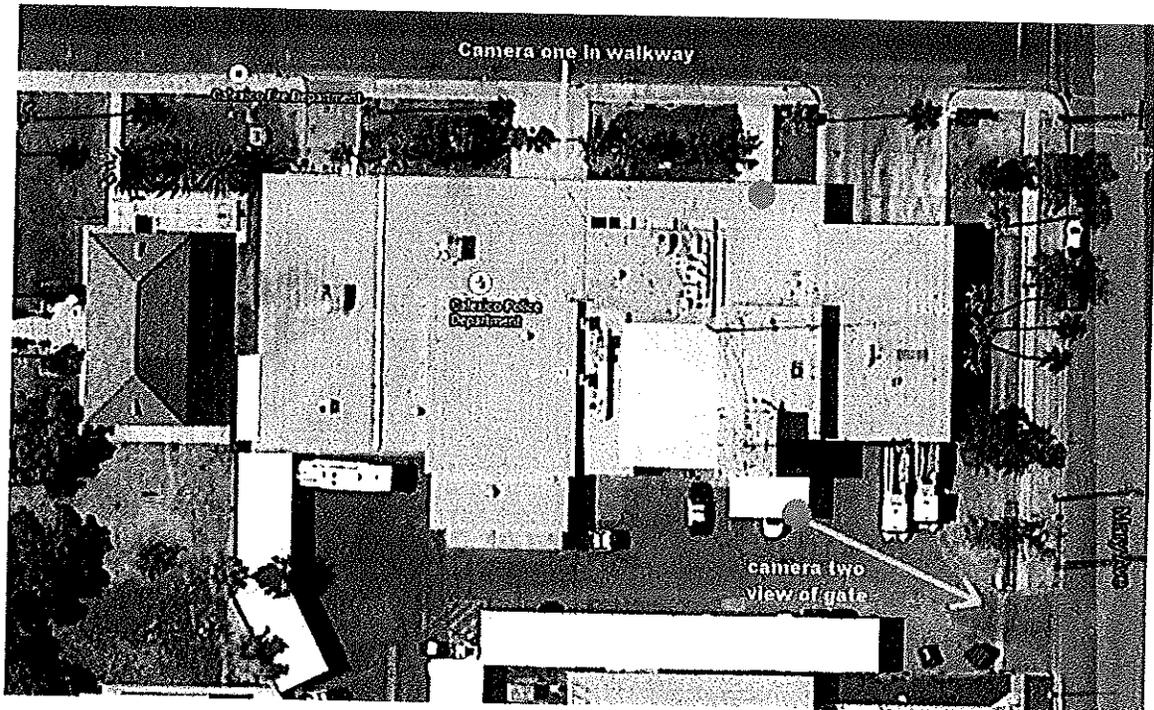
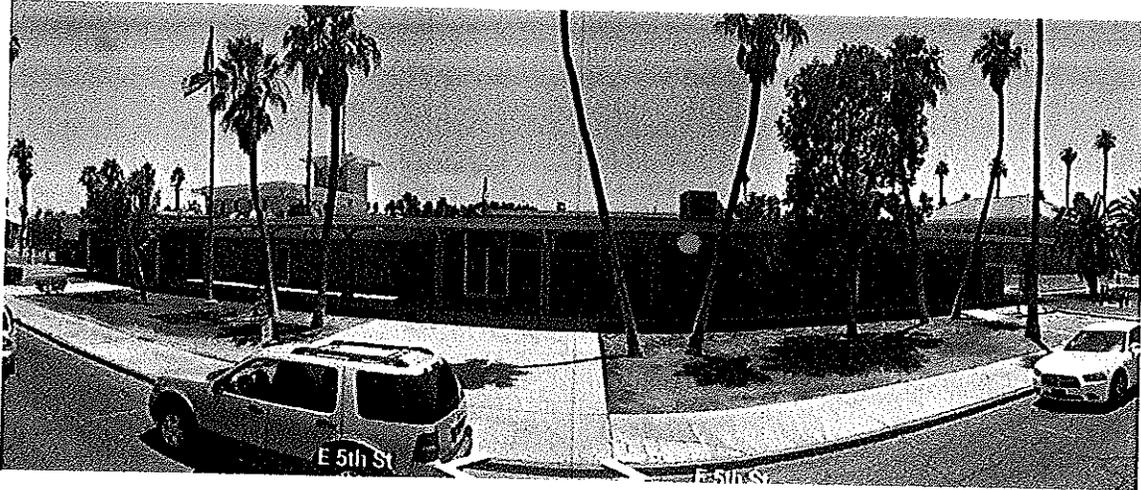
Camera Locations and Site Picture:



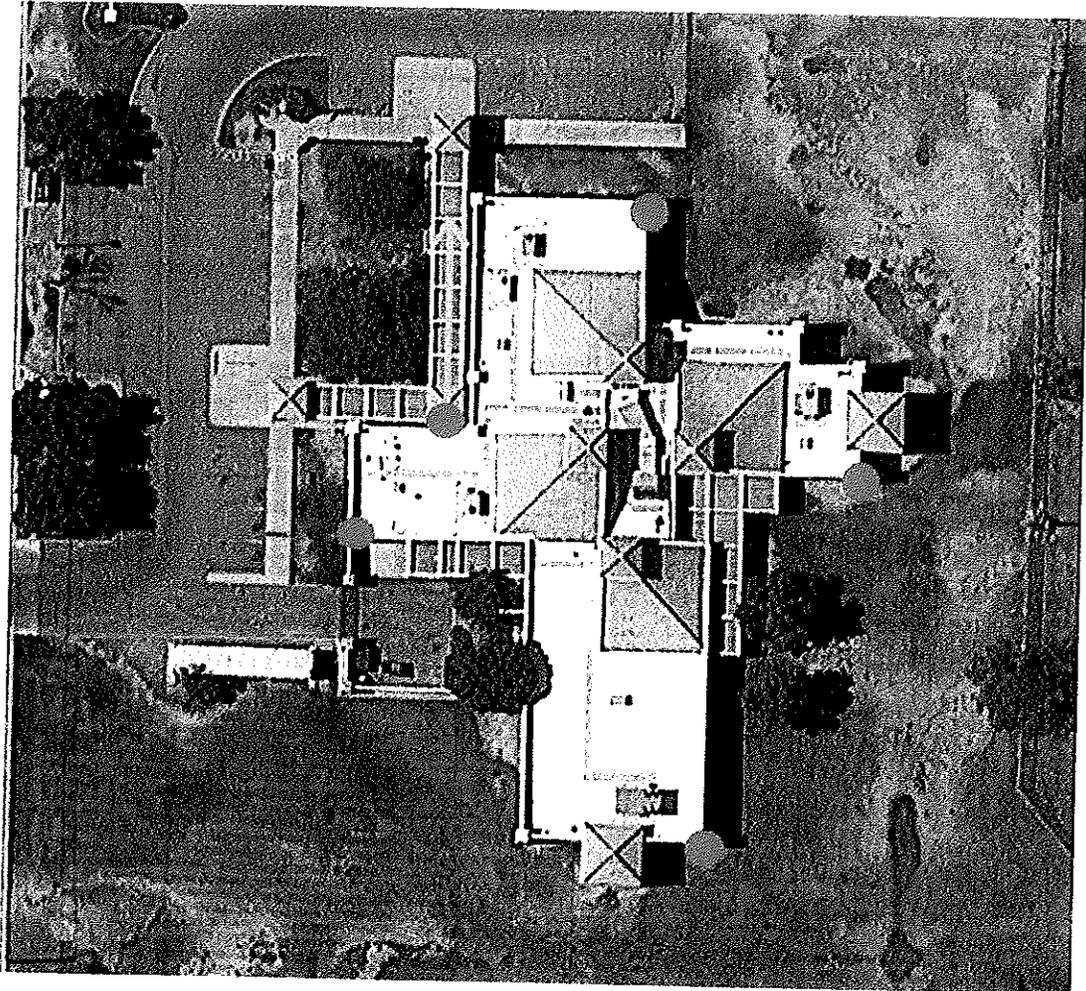
City Hall



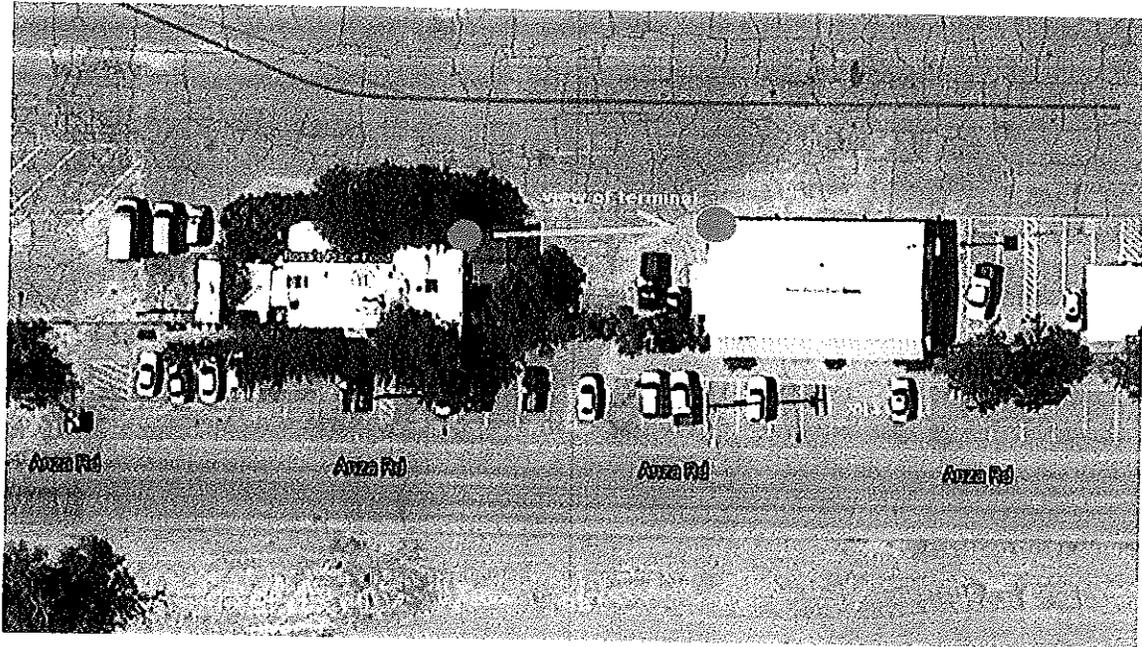
Police Department



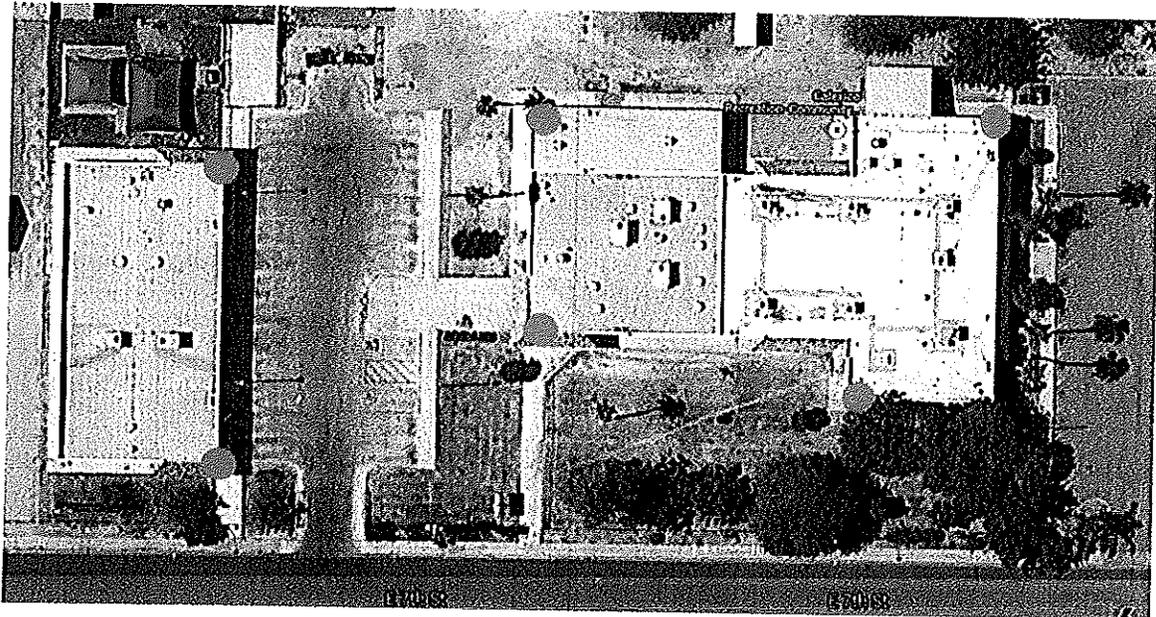
City Library



Airport



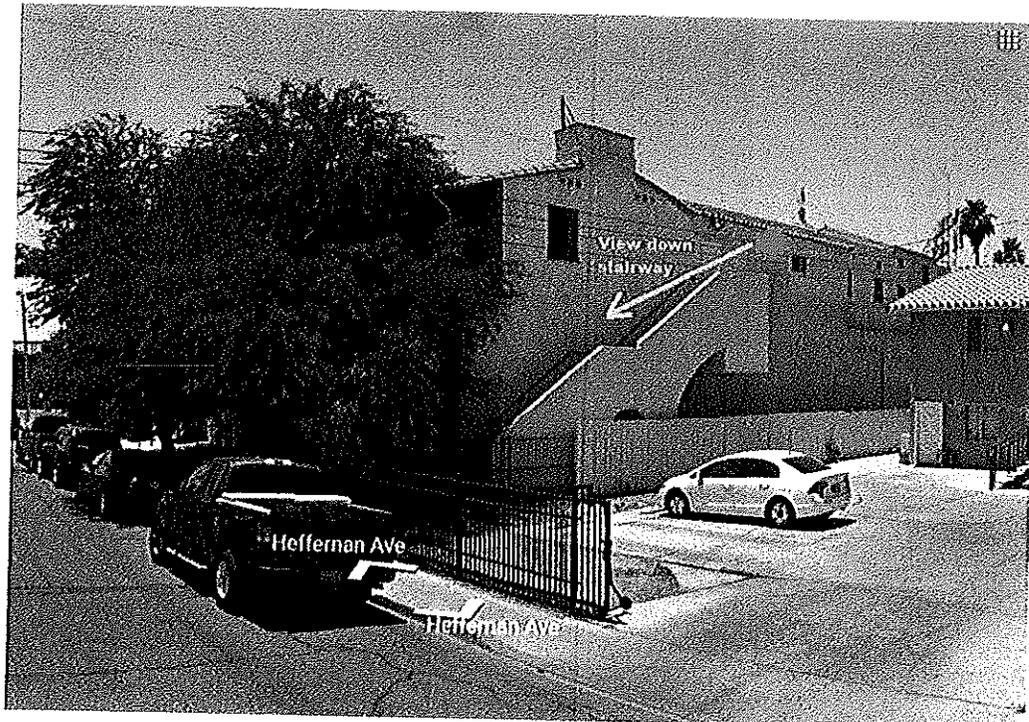
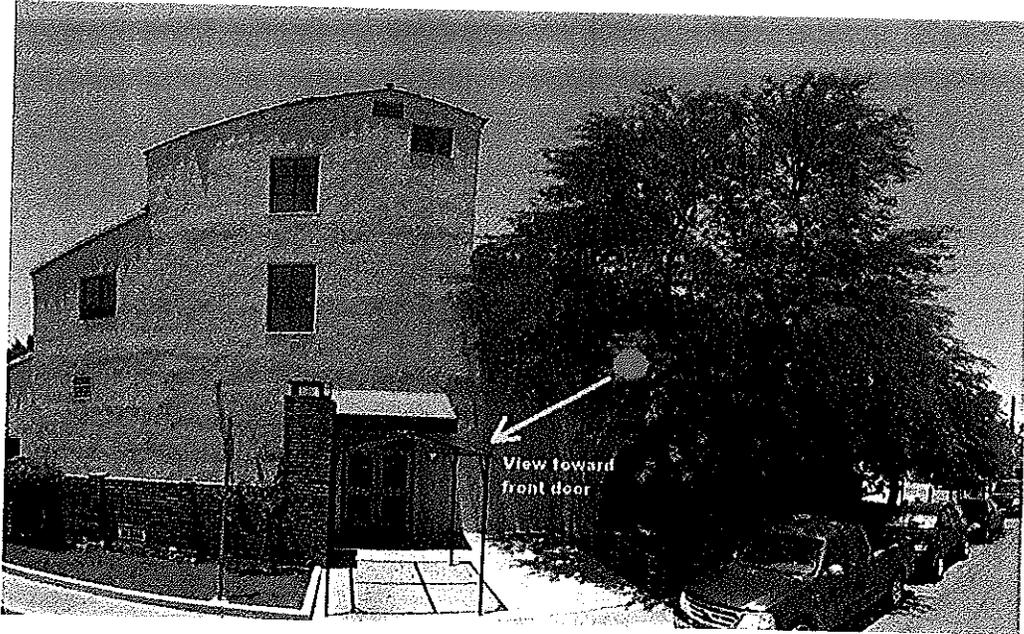
Community Center



Fire Department on Grant



Cultural Art Center



Bill of Materials

Line Num	Manufacturer	Part Number	Description	QTY
City-Wide Video Surveillance (Intersections)				
1	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	13
2	IndigoVision	110096	Pendant PTZ Dome Pole Mount Adapter	13
3	Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	15
4	Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	15
5	Firetide	SW-7000-RADIO-1	Firetide 7000 Series Radio License (ELECTRONIC LICENSE) - Allows user to enable and use the second radio in the Firetide 7000 series product for a single node.	9
6	X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	24
7	Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 – 6.1 capable	24
8	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	15
Fixed ALPR (Intersections)				
9	3M	75-0302-3541-2	(P492) 3M Fixed Wide Lane ALPR Camera provides IR and color overview image capture capabilities. Contains on-board illumination, integrated ALPR processor, 8GB compact flash storage, and OCR engine	9
10	3M	75-0302-2045-5	1 P492 or 1 P382 line board	3
11	3M	75-0302-2055-4	2 P392+ line board	3
12	3M	75-0302-2230-3	Mounting Bracket needed for Fixed Cameras (P392+, P492, and P382)	8
13	3M	75-0302-3686-5	Maint Pkg- P492 (per cam) BO Annual	9

Park Video Surveillance				
14	IndigoVision	561798	BX500 HD PTZ External Pendant, 20x Lens (NTSC Regions) (6m cable)	5
15	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	6
16	IndigoVision	110096	Pendant PTZ Dome Pole Mount Adapter	6
17	Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	6
18	Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	6
19	X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	6
20	Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 – 6.1 capable	6
21	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	6
Police Station				
22	IndigoVision	561798	BX500 HD PTZ External Pendant, 20x Lens (NTSC Regions) (6m cable)	1
23	IndigoVision	561748	BX600 HD Fixed Camera, 3x AF Lens 3-9mm, Day/Night, PoE, Remote Zoom/AutoFocus (NTSC Regions)	2
24	IndigoVision	110084	Pendant PTZ Dome Wall Mount	2
25	Indigo Vision	IV-NVR 12 DISK	Enterprise NVR-AS 4000 RA40TB Windows, 12 Disk RAID 6, 2U Rack Mount (up to 500Mbps) + hardware pro support	1
26	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	7
27	Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality	2

			requires purchase of SW-7000-MIMO license	
28	Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	2
29	Firetide	SW-7000-RADIO-1	Firetide 7000 Series Radio License (ELECTRONIC LICENSE) - Allows user to enable and use the second radio in the Firetide 7000 series product for a single node.	2
30	X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	4
31	Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 – 6.1 capable	4
32	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	2
33	Salient	CVD-00500	Dell Workstation, 500GB	1
34	LG	001676835	LG 24M34D-B 24in 1920x1080 Widescreen monitor	1
35	Erogotron Inc.	A 05327556	Desk Mount LCD Monitor Arm - holds up to 27 in. to 20lbs.	1
36	Cisco Systems	WS-C3560V2-24PS-S	Catalyst 3560V2 24 10/100 POE + 2 SFP + IPB (Standard) Image	1
City Hall				
37	IndigoVision	561798	BX500 HD PTZ External Pendant, 20x Lens (NTSC Regions) (6m cable)	3
38	IndigoVision	110084	Pendant PTZ Dome Wall Mount	3
39	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	3
40	Salient	CVD-00500	Dell Workstation, 500GB	1
41	LG	001676835	LG 24M34D-B 24in 1920x1080 Widescreen monitor	1
42	LG	A03872579	LG 47WS50MS 47in 1920x1080 LED Display	2
43	Peerless	000004968	Peerless Smartmount universal tilt wall mount ST650 - Mounting Kit	2
44	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	2
45	Cisco Systems	WS-C3560V2-24PS-S	Catalyst 3560V2 24 10/100 POE + 2 SFP + IPB (Standard) Image	1
Library				
46	IndigoVision	561798	BX500 HD PTZ External Pendant, 20x Lens (NTSC Regions) (6m cable)	4

47	IndigoVision	561748	BX600 HD Fixed Camera, 3x AF Lens 3-9mm, Day/Night, PoE, Remote Zoom/AutoFocus (NTSC Regions)	1
48	IndigoVision	110084	Pendant PTZ Dome Wall Mount	4
49	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	5
50	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	2
51	Cisco Systems	WS-C3560V2-24PS-S	Catalyst 3560V2 24 10/100 POE + 2 SFP + IPB (Standard) Image	1
Airport				
52	IndigoVision	561798	BX500 HD PTZ External Pendant, 20x Lens (NTSC Regions) (6m cable)	1
53	IndigoVision	561748	BX600 HD Fixed Camera, 3x AF Lens 3-9mm, Day/Night, PoE, Remote Zoom/AutoFocus (NTSC Regions)	1
54	IndigoVision	110084	Pendant PTZ Dome Wall Mount	2
55	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	2
56	Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	2
57	Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	2
58	Firetide	SW-7000-RADIO-1	Firetide 7000 Series Radio License (ELECTRONIC LICENSE) - Allows user to enable and use the second radio in the Firetide 7000 series product for a single node.	1
59	X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	3
60	Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 - 6.1 capable	3
61	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1
Fire Dept on Grant				
62	IndigoVision	561798	BX500 HD PTZ External Pendant, 20x Lens (NTSC Regions) (6m cable)	3
63	IndigoVision	110084	Pendant PTZ Dome Wall Mount	3
64	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	3

65	Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	1
66	Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	1
67	X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	1
68	Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 – 6.1 capable	1
69	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1
70	GE	300380501	Ethernet Switch POE, Midspan, 16 Port, 15.4W per port	1
Community Center / Park & Rec				
71	IndigoVision	561798	BX500 HD PTZ External Pendant, 20x Lens (NTSC Regions) (6m cable)	6
72	IndigoVision	110084	Pendant PTZ Dome Wall Mount	6
73	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	6
74	Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	1
75	Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	1
76	X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	1
77	Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 – 6.1 capable	1

78	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1
79	GE	300380501	Ethernet Switch POE, Midspan, 16 Port, 15.4W per port	1
Cultural Art Center				
80	IndigoVision	561748	BX600 HD Fixed Camera, 3x AF Lens 3-9mm, Day/Night, PoE, Remote Zoom/AutoFocus (NTSC Regions)	2
81	IndigoVision	110084	Pendant PTZ Dome Wall Mount	2
82	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	2
83	Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	1
84	Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	1
85	X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	1
86	Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 - 6.1 capable	1
87	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1
88	GE	300380501	Ethernet Switch POE, Midspan, 16 Port, 15.4W per port	1
City Sewage Plant				
89	IndigoVision	561250	BX100 Four Channel Encoder Box with Audio	2
90	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	2
91	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1
Water Treatment Plant - Main Building				
92	IndigoVision	561250	BX100 Four Channel Encoder Box with Audio	2
93	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	2
94	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1

95	Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	1
96	Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	1
97	X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	1
98	Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 - 6.1 capable	1
Water Treatment Plant - Chlorine Building				
99	IndigoVision	561250	BX100 Four Channel Encoder Box with Audio	2
100	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	2
101	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1
Water Treatment Plant - Filter Building				
102	IndigoVision	561250	BX100 Four Channel Encoder Box with Audio	2
103	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	2
104	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1
Water Treatment Plant - 1650 Cole Road				
105	IndigoVision	561250	BX100 Four Channel Encoder Box with Audio	2
106	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	2
107	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1
Water Treatment Plant - 503 Sam Ellis				
108	IndigoVision	561250	BX100 Four Channel Encoder Box with Audio	2
109	IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	2
110	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1
Water Tower				

111	Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	2
112	Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	2
113	Firetide	SW-7000-RADIO-1	Firetide 7000 Series Radio License (ELECTRONIC LICENSE) - Allows user to enable and use the second radio in the Firetide 7000 series product for a single node.	2
114	X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	4
115	Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 – 6.1 capable	4
116	X-ANXT	MISC-HARDWARE	MISC-HARDWARE	1

Performance Items

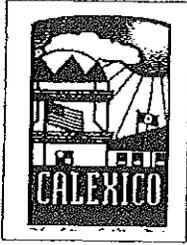
Yes	No	Description	Yes	No	Description
/		Material (listed on the BOM)	/		Installation of Conduit and Boxes
/		Freight (prepaid)	/		Installation of Wire Hangers
/	/	Applicable Taxes	/		Specialty Back Boxes
/		One-Year Warranty on Parts	/		Installation of Specialty Back Boxes
/		One-Year Warranty on Labor	/		Connection to Building Fire Alarm Panel
/	/	Low Voltage Permits	/		Installation & Power of Control Panels
/	/	Electrical Installation Permit	/		Installation & Power of CCTV Cameras
/	/	Engineering and Drawings	/		Installation & Power of Intrusion Panels
/		Record Documentation (As-Built)	/		Installation & Power of Intercom System
/		System Programming	/		Installation & Power of Video Recorders (DVR/NVR)
/	/	Authority having Jurisdiction permit drawing (requires customer CAD)	/		120 VAC Power Receptacles
/	/	Panel Wall Elevation drawing (may require customer CAD)	/		Lifts and Hoists
/	/	Equipment rack layout drawing	/		Floor Coverings for Lifts and Hoists
/	/	Riser drawing with home run wiring	/		Fire Stopping (Excludes Existing Penetrations)
/	/	Panel wiring point with to point connections	/		Patching and Painting
/	/	Door wiring typical connections	/		Electrified Door Locking Hardware
/	/	Floor plan with device placement and numbering (requires customer CAD)	/		Additional Lighting Requirements for Cameras
/		Project Management	/		Ceiling Tiles and Ceiling Grid Repairs
/		Mounting/Termination of Proposed Devices	/		On-Site Lockable Storage Facility
/		Testing of all Proposed Devices	/		Vertical Core Drilling
/		Operations & Maintenance Manuals	/		Horizontal Core Drilling
/		Owner Training	/		Servers by Convergent
/	/	System Meets Plans/Drawings	/		Loading Software on Customer Provided Computer
/		System Is Design-Build	/		Servers by Others
/	/	Payment & Performance Bonds	/		Workstations by Convergent
/		Installation of Wire and Cable	/		Workstations by Others

Project Investment

Total Project Investment:

\$722,514.77*

**Sales tax to be added at time of invoice*



AGENDA STAFF REPORT

DATE: June 16, 2015

TO: Mayor and City Council

APPROVED BY: Richard N. Warne, Interim City Manager *rw*

PREPARED BY: Michael J. Bostic, Interim Chief of Police *MB*
Jesus J. Serrano, Lieutenant *JS*

SUBJECT: Purchase Five-Year Service Agreement for the Care and Maintenance of the City-Wide Security Surveillance System.

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Recommendation:

Purchase five-year service agreement for the Care and maintenance of the City-Wide Security Surveillance System.

Background:

With the implementation of the City-Wide Security Surveillance System, the System is going to require care and maintenance. As systems are brought in line and are being use, the system develops issues with conductivity, hardware upgrades and software updates. For all system there has to be constant maintenance in order to work as they are intended.

Discussion & Analysis:

The City-Wide Surveillance System is going to be a top of the line surveillance system, which has several components. The service plan in this service agreement offered by Converjint Technologies would provide the following:

- Preventive Maintenance
- Comprehensive Labor Coverage
- Comprehensive Component Coverage
- Remote On-Line Diagnostics
- Staff Training
- Annual Software Support
- ICare Executive Software System
- 2-3 Business Response

AGENDA ITEM 13

Due to the importance of the City-Wide Surveillance System, it is imperative that the system be operational 24 hours a day, 7 days a week. The system

has to be reliable at all times, since we cannot predict when an incident is going to occur. This service plan has a remote on-line diagnostic component to prevent failures of the system during crucial times.

On most systems the reliability of any system is always linked to the level of preventive maintenance and care given to the system. This service agreement will ensure that the City-Wide Security Surveillance System will be operating in optimum efficiency

Fiscal Impact:

The Calexico Police Department has allocated \$139,888 in five yearly payments for a total of \$694,440 for the care and maintenance of the City-Wide Security Surveillance system. The Calexico Police Department will allocate the \$139,888 yearly from both General Fund and Asset Forfeiture Fund.

Coordinated With:

None.

Attachment:

1. Copy of the City of Calexico City-Wide Video Surveillance System Customer Support Program.



May 21, 2015

Chief Michael Bostic
420 East 5th Street
Calxico, CA 92231

Reference: City of Calxico's City-Wide Video Surveillance, Customer Support Program 5016210142

Thank you for considering Convergent Technologies as your security service provider of choice. The intent of this Customer Support Program (CSP) is to assist you in maintaining your installed video security system and minimize system malfunctions and associated downtime. Our goal is to work with you to maintain the integrity of the system, prolong the life of your investment, and to assist you in providing a safe and secure environment for your community.

Convergent Technologies is committed to providing long-term customer satisfaction and support for the City of Calxico well beyond the initial system installation. All Convergent installations include a standard warranty against all defects in material workmanship for a period of one (1) year as well as the following services:

- / Standard Product Warranty
- / 3-5 Business Day Response
- / Standard T&M Rates

Convergent Technologies has structured the following additional and customizable services for a 5 year service plan as part of this CSP Agreement for the City of Calxico. These services are described in great detail in the following pages.

- Preventative Maintenance
- Comprehensive Labor Coverage
- Comprehensive Component Coverage
- Remote On-Line Diagnostics
- Staff Training
- Annual Software Support
- iCare Executive
- 2-3 Business Day Response

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Optional CSP Service Offerings

Preventive Maintenance

Included

The Preventative Maintenance program will consist of quarterly site visits to perform visual inspection and cleaning of all camera lenses/housing to the City's new 43 cameras. In addition, Convergent will dispatch a Technical Specialist for an 8 hour visit per quarter to work on the security system head-end at the Calexico Police Station. During this time, the Technical Specialist will perform a health check of the security system including making necessary adjustments to the video management system, storage, encoders, switches and other existing video security equipment, deployed by Convergent, to ensure they are functioning correctly in accordance with manufacturer's guidelines.

Comprehensive Labor Coverage

Included

This option will allow the City of Calexico the opportunity to mitigate financial risk associated with service and repair labor for a period of 5 years by providing comprehensive labor coverage upfront for the equipment identified in the attached equipment list of this agreement. Labor coverage to include : 1) Non-Emergency Service Calls, 2) System Troubleshooting & Diagnostics, and 3) Component Repair Labor.

Note: This labor coverage will be provided during normal business hours (Monday – Friday 8:00 AM to 5:00 PM)

Comprehensive Component Coverage

Included

This option will allow the City of Calexico the opportunity to mitigate financial risk associated with the replacement of failed system components for a period of 5 years by providing comprehensive component coverage for the equipment identified in the attached equipment list of this agreement.

Note: Components will be replaced with similar technology available at the time of such replacement. Technology upgrades or system enhancements are not included as part of this coverage option.

Remote On-Line Diagnostics

Included

Convergent will utilize an industry standard authentication technology to remotely access your security system and potentially resolve technical issues in real time resulting in a savings of both time and system downtime. A Convergent Support Specialist, with the support of a screen sharing session, will work directly with your personnel for initial call support and troubleshooting. If the issue can not be resolved on-line, a more refined service response will result including the

Staff Training

Included

Convergent Technologies provides on-going security system training services for your staff. Annually, Convergent will provide 2 days of training designed to improve the knowledge and efficiencies of your security staff. Training will be customized to your specific facility and system and will typically include the following topics: on-site operator training, system architecture, overall system operation, alarm response procedures, trouble shooting techniques, management report generation, etc. The benefit of this training is that your staff will become more familiar and comfortable with the security system, and be able to respond effectively and efficiently to alarm situations.

Optional CSP Service Offerings

Annual Software Support

Included

Convergint Technologies will provide the City of Calexico a comprehensive security software support plan that allows them to keep pace with all software revisions and advancements as they are made available by manufacturers. Such revisions will keep your installed system operating with the latest technology. Software upgrades typically occur annually, however many times they have been released several times throughout a given calendar year. With the proliferation of technology, Software support is invaluable to those customers desirous of keeping their systems current. Covered software is identified in the equipment list of this proposal.

iCare Executive

Included

This value added online service tool will allow the City of Calexico the ability to initial and track all services requests online and will also include Real-time Status, Metric and Custom reports, access to My Document Library (i.e. document sharing platform), Intranet and Internet Links, Administrative Privileges and Email Notifications providing the City a simple portal for complete transparency in the management of this program.

2-3 Business Day Response

Included

After a service call is placed under this Customer Support Program, Convergint Technologies will respond (on-site) to customer service calls within 2-3 business days, Monday through Friday 8:00 AM to 5:00 PM. Any service calls which can be handled remotely will be performed no later than next business day.

T&M Rates

Included

For any work to be performed outside the scope of this CSP, such as service calls for equipment installed by others, Convergint has prepared the below listed fixed rates for the City of Calexico. All on-site service calls will be billed with a 4 hour minimum and will require a truck charge. Remote service calls will be billed with 1 hour minimum. All work requiring a bucket truck will require 2-man crew for safety and will require a bucket truck charge. Rates subject to annual adjustment not to exceed 3%.

Hardware Technician:	\$135/hour
Software Specialist:	\$155/hour
Truck Charge:	\$45/day
Bucket Truck Charge:	\$150/day

Equipment List

Manufacturer	Part Number	Description	Qty
3M	75-0302-2045-5	1 P492 or 1 P382 line board	3
3M	75-0302-2055-4	2 P392+ line board	3
3M	75-0302-2230-3	Mounting Bracket needed for Fixed Cameras (P392+, P492, and P382)	9
3M	75-0302-3541-2	(P492) 3M Fixed Wide Lane ALPR Camera provides IR and color overview image capture capabilities. Contains on-board illumination, integrated ALPR processor, 8GB compact flash storage, and OCR engine	9
3M	75-0302-3686-5	Maint Pkg- P492 (per cam) BO Annual	9
Cisco Systems	WS-C3560V2-24PS-S	Catalyst 3560V2 24 10/100 POE + 2 SFP + IPB (Standard) Image	3
Ergotron Inc.	A 05327556	Desk Mount LCD Monitor Arm - holds up to 27 in. to 20lbs.	1
Firetide	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	31
Firetide	AP20-050-MIMO-19	20 degrees patch antenna 3x3 MIMO, 4.9 - 6.1 capable	45
Firetide	SW-7000-MIMO	Firetide 7000 Series MIMO License (ELECTRONIC LICENSE) - Allows user to enable and use the MIMO functionality (11n) on the Firetide 7000 series product for a single node.	31
Firetide	SW-7000-RADIO-1	Firetide 7000 Series Radio License (ELECTRONIC LICENSE) - Allows user to enable and use the second radio in the Firetide 7000 series product for a single node.	14
GE	300380501	Ethernet Switch POE, Midspan, 16 Port, 15.4W per port	3
Indigo Vision	IV-NVR 12 DISK	Enterprise NVR-AS 4000 RA40TB Windows, 12 Disk RAID 6, 2U Rack Mount (up to 500Mbps) + hardware pro support	1
IndigoVision	110084	Pendant PTZ Dome Wall Mount	22
IndigoVision	110096	Pendant PTZ Dome Pole Mount Adapter	19
IndigoVision	417821	* 12 months SUP for Enhanced Management Software per channel	59
IndigoVision	561250	BX100 Four Channel Encoder Box with Audio	12
IndigoVision	561748	BX600 HD Fixed Camera, 3x AF Lens 3-9mm, Day/Night, PoE, Remote Zoom/AutoFocus (NTSC Regions)	6
IndigoVision	561798	BX500 HD PTZ External Pendant, 20x Lens (NTSC Regions) (6m cable)	37
LG	001676835	LG 24M34D-B 24in 1920x1080 Widescreen monitor	2
LG	A03872579	LG 47WS50MS 47in 1920x1080 LED Display	2
Peerless	000004968	Peerless Smartmount universal tilt wall mount ST650 - Mounting Kit	2
Salient	CVD-00500	Dell Workstation, 500GB	2
X-ANXT	MISC-HARDWARE	MISC-HARDWARE	38
X-Scan	CB-025-N-MIMO	MIMO ANT CABLE ASMBLY, 3IN1 2.5METER/LIGHTNING SUP/N-TYPE	46

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Terms and 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 set forth in the attached scope of work ("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 Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). 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.
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 (as specified in the attached scope of work);
 - 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:
 - Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergint;
 - 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;
 - 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, vandalism, 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 indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergint, or c) Convergint's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 13 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customers shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

14. Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder

	Statutory Limits
Worker's Compensation	
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

15. In the event of any dispute between Convergent and Customer, Convergent 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 the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

16. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

17. 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.

18. 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 Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent 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.

19. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

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