



RESOLUTION 2013 - 20

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
MAINTENANCE CONTRACT WITH CROSSMATCH
FOR PREVENTIVE MAINTENANCE**

WHEREAS, the City of Sunnyside has previously entered into an agreement with Crossmatch for the purpose of preventive maintenance (the Agreement); and

WHEREAS, the previous Agreement expired December 31, 2012; and

WHEREAS, the City of Sunnyside and Crossmatch have negotiated and agreed upon the terms of a new Agreement, to run from January 1, 2013 through January 1, 2014; and

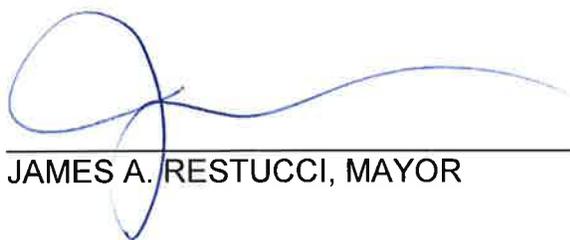
WHEREAS, the City Council finds and determines that approval of such Agreement is in the best interests of residents of the City of Sunnyside and will promote safety and welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the Agreement for preventive maintenance, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the Acting City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 11th day of March, 2013.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

MAINTENANCE CONTRACT QUOTATION

Party Number : 5708
Customer Name : City of Sunnyside
Contract Number : 005727

Date: Nov 2, 2012

Quote To:
Andrew Gutierrez
City of Sunnyside
 Sunnyside Police Department, Law and Justice Center,
 SUNNYSIDE, WA- 98944-1354
 509 - 836-6212
 argutierrez@ci.sunnyside.wa.us

Billing Address:
Customer: City of Sunnyside
Address 1: Sunnyside Police Department, Law and Justice Center,
Address 2: 401 Homer Street
City, State, ZIP : SUNNYSIDE, WA - 98944-1354

Proposed Contract Information						
Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
1	930124-12	MAINTENANCE, 12-MONTH, 10-PRINT SYSTEM, NO COMPUTER HARDWARE COVERAGE. In Accordance with Attached Maintenance Plan	Jan 1, 2013	Dec 31, 2013	127.98	1,620.00 Open Market

Type of Equipment	
Line Number	Description
1	BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500

Contract Amount	\$1,747.98

If tax exempt, please supply copy of current tax exempt certificate. Cross Match will automatically charge tax on your invoice unless you supply copy of current tax exempt certificate with your order.

To renew your maintenance contract, fax signed copy of Quote or Purchase Order which references the Quote Number in the Body of the Purchase Order by date of expiration to Fax Number (561) 828-7717.

If not renewing, check this box and return by fax.

Contract Renewal Offered by:
Holly Franks
Maintenance Contracts Administrator
Phone: 561-624-5279
Email: maintenancecontracts@crossmatch.com
Date : Nov 2, 2012

Contract Accepted by: _____
Print Name: _____
Date: _____
Customer Name : City of Sunnyside
Scanner Serial Number(s) Confirmation:

Customer Notes /Comments (Please use the space below to update address and contact information.)

EXHIBIT "A"
MAINTENANCE PLAN
Terms and Conditions

Contract Number: 005727

PO Number: _____

Start Date: Jan 1, 2013 End Date: Dec 31, 2013

The undersigned hereby elects to purchase from Cross Match Technologies, Inc. ("Cross Match") the Maintenance Plan as described herein for the period of time specified on the applicable Purchase Order.

Product Eligibility: The contract period for the Maintenance Plan commences after the warranty ends. Products are eligible for a Maintenance Plan provided that the warranty has not expired. Any such Product deemed ineligible by reason of not being covered by a current warranty is subject to a technical audit conducted by Cross Match prior to the product being eligible for a Maintenance Plan. This audit may be conducted on-site or through a remote data connection to the Product. If the result of the audit indicates the Product is ineligible for Maintenance, Cross Match will indicate what changes to the Product are required to make the Product eligible. The audit and any required changes to the Product are a billable service at the hourly and material rates in effect at the time the service is ordered.

This Maintenance Plan shall not apply to any software product or interface customized by Cross Match to meet Purchaser's specific requirements. Purchaser-furnished equipment or software, third party software or End-User-furnished equipment is not eligible.

Fees and Charges: The prices for the Maintenance Plan can be found in the Cross Match Price List in effect at the time the plan is purchased. Services requested by Purchaser and delivered by Cross Match that are outside the scope of the Maintenance Plan are billable to Purchaser at Cross Match's hourly and material prices in effect at the time of service.

Technical Support: This Maintenance Plan provides Purchaser with post-warranty support. To obtain service under this Maintenance Plan, Purchaser must contact the Cross Match Customer Care Center.

Hardware: Purchasers may report any defects in the hardware Products by contacting Cross Match's Customer Care Center twenty-four (24) hours a day, seven days per week, excluding national holidays. Once the defect is verified by Customer Care Center, Cross Match will ship replacement equipment no later than the next business day. CrossMatch will also facilitate the return of the defective equipment. With certain equipment, the Purchaser may be required to transmit to Cross Match certain electronic files so that the replacement unit can be preconfigured prior to shipment. The Purchaser must pack the defective unit and make it available to Cross Match's common carrier agent at the time of scheduled pickup. Not doing so may result in extra charges to the Purchaser.

Software: In the event of the discovery of any software non-conformance, the Purchaser may report such alleged non-conformance to the Cross Match Customer Care Center. The Customer Care Center will work with the Cross Match-trained on-site caller to verify and resolve the problem. If unable to resolve the problem through telephone consultation, the Customer Care Center will remotely connect to the Purchaser's system through a Purchaser-provided data connection to perform advanced diagnosis and analysis. During the time of the remote data connection, the Purchaser must provide a voice telephone line for the on-site caller. If Cross Match is unable to resolve the problem through the remote data connection, then Cross Match, at its sole discretion, may dispatch a Cross Match technician for on-site diagnosis and analysis. If the problem is determined to be a defect in the Cross Match-supplied software, then the on-site work shall be provided free of charge and at no additional cost to the Purchaser. Cross Match will deliver a software correction to remedy the nonconformance. If the problem is determined not to be a defect covered for any reason under this Maintenance, then the on-site work may be billable.

THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY AND CROSS MATCH'S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH YOUR CROSS MATCH PRODUCT, AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO YOU.

Exclusions: Cross Match shall incur no liability under this Maintenance Plan and is voidable by Cross Match if in Cross Match's sole reasonable opinion: (a) the Product is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the Product manual; (b) the Product is not maintained as specified in the product manual; (c) the Product is subject to abuse, misuse, neglect, accident, flooding, storm, lightning, power surges, dirty power, third-party errors or omissions, or acts of God; (d) the Product is modified or altered (unless expressly authorized in writing by Cross Match); (e) the Product is installed or used in combination or in assembly with products not supplied or authorized by Cross Match; (f) there is a failure to follow specific restrictions or operating instructions; or (g) payment for the Product has not been timely made.

This Maintenance Plan does not provide additional hardware or computing platform software or its installation when required by Cross Match software supplied hereunder. If required, these may be obtained from Cross Match at the published prices in effect at such time.

The Maintenance Plan does not cover nondurable consumable items including, but not limited to, batteries, paper, silicone

EXHIBIT "A"

membranes, cleaning solution, towels, printer cartridges and cables. Replacement supplies of these items may be ordered by contacting Cross Match Sales at 866-725-3926. The Maintenance Plan does not cover third party peripheral equipment (such as laptops and printers) that is connected or otherwise used in conjunction with the Cross Match Product. Customers should contact the manufacturer of such third party equipment regarding suspected defects in such equipment.

Cross Match's obligations hereunder are contingent upon your providing the Product serial number as proof-of-purchase, and upon Cross Match's determination that the suspected malfunction is actually due to defects in material or workmanship.

THIS MAINTENANCE PLAN IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY THIRD PARTY AND SHALL BE FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ORIGINAL PURCHASER OF THE PRODUCT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.

Cross Match reserves the right to improve/modify products at any time, at its sole discretion, as it deems necessary.

The purchase of this Maintenance Plan is a final sale; it is neither returnable nor refundable.

CREDIT CARD AUTHORIZATION FORM

Date:

Attention:

By signing this form you confirm you are an authorized representative to make binding commitments on behalf of your company/firm.

It is therefore by your signature below that you are authorizing Cross Match Technologies, Inc. to charge the below credit card for the amount stated below in addition to any applicable sales tax.

If your company is a tax exempt entity, please provide your tax exemption certificate.

Company Name: _____

Invoice/SO #: _____

Amount Authorized: USD\$ _____

Credit Card Type: Visa Master Card American Express

Is this a Governmentwide Commercial Purchase Card? Yes No

Credit Card Number: _____

Expiration Date: _____

Sec Code: _____

Credit Card Complete Billing Address: _____

Signature: _____ Date: _____

Printed Name _____

Title _____

Please note: Prices may vary depending on applicable sales tax. If sales tax is over \$500.00, you will receive a revised CCard Authorization form to approve.