

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is made as of the 23rd day of September in the year 2019, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **CONVERGINT TECHNOLOGIES, INC.** whose address is 4395 Nicole Drive, Lanham, Maryland 20706 (hereinafter referred to as the "CONTRACTOR").

WITNESSTH:

WHEREAS, Sourcewell is a local government unit, public corporation and public agency under the laws of the state of Minnesota.

WHEREAS, Sourcewell, formerly National Joint Powers Alliance, was created by Minnesota state law as a service cooperative to provide programs and services to members in education and government.

WHEREAS, the CITY is a member of Sourcewell under member ID #58617 and is eligible to participate in all Sourcewell awarded contracts.

WHEREAS, use of cooperative purchasing agreements can provide additional benefits to the CITY such as expedited procurement and cost savings resulting from larger contract awards than the CITY would be able to achieve on its own;

WHEREAS, the CITY Purchasing Manager has reviewed the Sourcewell solicitation and award process documentation and has found the Sourcewell process to be in compliance with CITY policy and sound Public Procurement Best Practices.

WHEREAS, on January 26, 2017 Sourcewell advertised for Request for Proposal (RFP) 031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES.

WHEREAS, Sourcewell fully evaluated and ranked all proposals received in response to RFP 031517;

WHEREAS, on June 29, 2017 Sourcewell and CONTRACTOR entered into a Contract as a result of RFP 031517;

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Participation Agreement, the CITY and the CONTRACTOR do hereby agree as set forth below:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.

2. **Commodities.** CONTRACTOR hereby agrees to provide the CITY with facility security equipment, systems, and services with related equipment and supplies under the Sourcewell Contract. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work. CONTRACTOR may also provide to the CITY additional related commodities that may not be on schedule/contract and considered to be Open Market commodities. The cost of Open Market commodities may be negotiated between the parties.

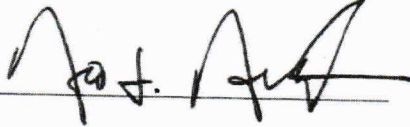
During the term of this Participation Agreement, any negotiated price, terms or discounts may not be less favorable to the CITY than the price, terms or discounts approved by Sourcewell or any other participating government agency.

3. **Agreement.** This Participation Agreement and the Sourcewell Contract #031517-CTL ("Contract") set forth the entire agreement between the parties.
4. **Terms and Conditions.** The terms and conditions of the Master Agreement between CONTRACTOR and Sourcewell entered into on June 29, 2017 Contract #031517-CTL, are hereby expressly incorporated by reference into and made a part of this Participation Agreement. In the event of a conflict between the terms and conditions of the Contract and this Participation Agreement, the terms of the Contract shall govern but only to the extent the terms are not in conflict with Florida Law.
5. **Term.** This Participation Agreement is effective through June 30, 2021 (expiration of the initial term of the Sourcewell Contract). Should the Sourcewell Contract #03517-CTL be extended, this Participation Agreement will also be extended.
6. **Counterparts.** Original signatures transmitted and received via electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

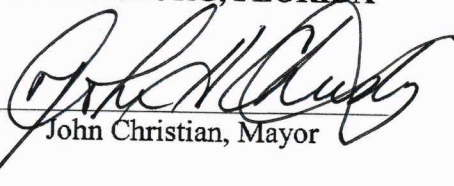
CONVERGINT TECHNOLOGIES, INC.

By: 

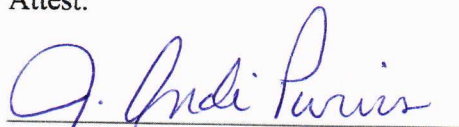
Printed: Dino J. DeRose

Title: Business Development Manager

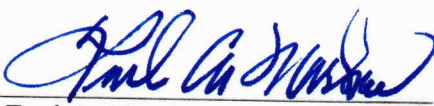
CITY OF LEESBURG, FLORIDA

By: 
John Christian, Mayor

Attest:


J. Andi Purvis, City Clerk

Approved as to Form:


Fred A. Morrison, City Attorney