

**AGREEMENT BETWEEN
WEBER COUNTY AND WEBER STATE UNIVERSITY
FOR THE USE OF SECURITY CAMERAS**

This Agreement, hereinafter "Agreement," is made and entered into by and between Weber County, a body politic, corporate and political subdivision of the State of Utah, hereinafter "County," with its main offices located at 2380 Washington Blvd., Ogden, Utah 84401, and Weber State University, a Utah state institution of higher education, hereinafter "University," with its main office at 3885 West Campus Drive, Ogden, UT 84408.

RECITALS

WHEREAS, pursuant to Utah Code Ann. § 20A-5-403.5(1), the County's election officer is required to provide 24-hour video surveillance of each unattended ballot drop box within Weber County; and

WHEREAS, the University owns and maintains a security camera installed at 3885 West Campus Drive, Ogden, UT 84408 ("Security Camera"); and

WHEREAS, the County has an election ballot drop box installed at 3885 West Campus Drive, Ogden, UT 84408, which is located within the Security Camera's scope of view;

WHEREAS, the County desires to use the University's Security Camera to provide 24-hour video surveillance of the election ballot drop box.

NOW THEREFORE, County and University enter this agreement with the following terms and conditions;

**SECTION ONE
SERVICES PROVIDED AND CONSIDERATION**

- 1.01 The University will maintain the position of the Security Camera so that the County's ballot drop box is under 24-hour video surveillance. The County acknowledges and accepts that the University's responsibility to provide coverage may be impacted or temporarily interrupted by breakage, electrical outage, maintenance, or other similar events, but coverage will be restored as soon as reasonably possible.
- 1.02 All Security Camera recordings are considered records of the University. To the extent the Security Camera recordings are records subject to the Government Records and Access Management Act (see Utah Code Ann. 63G-2-101, et. seq. ("GRAMA")) and other applicable laws do not prohibit their disclosure, the University will grant the County access to the Security Camera recordings. To the extent the Security Camera recordings are classified as controlled, private, or protected records under GRAMA, the County hereby provides a written assurance in accordance with Utah Code Ann. § 63G-2-206(2)(a) that: (i) the Security Camera recordings are necessary to the performance of the County's duties and functions; (ii) the Security Camera recordings will be used for a purpose similar to the purpose for which the information in the Security Camera recordings were collected or obtained; (iii) and the use of the Security Camera recordings produces a public benefit that is greater than or equal to the individual privacy right that protects the Security Camera recordings. All records disclosed to the County will be subject to the same restrictions on disclosure of the record as applicable to the University given the classification of the record.
- 1.03 The University will maintain ownership and control of the Security Camera and is responsible for the installation, supplies, and maintenance of the Security Camera, as well as the associated costs.
- 1.04 The University will retain the Security Camera video recordings in accordance with applicable Utah State Law and the University's own record retention policies.

- 1.05 In consideration for the services provided by the University to the County, as described in this Agreement, the County shall provide a one-time reimbursement to the University up to \$1,483.28 for a new camera, installation of a camera, moving of a camera or other applicable costs. To qualify for reimbursement, such costs must be necessary for the University to fulfill its obligations under this Agreement. The University must submit a reimbursement request to the County Clerk/Auditor by June 1st, 2022, and must include a receipt or invoice for the equipment or services that comply with this Agreement.

SECTION TWO MISCELLANEOUS PROVISIONS

- 2.01 **Governing Law.** The provisions of this Agreement shall be governed by the laws of the State of Utah.
- 2.03 **Indemnification.** Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. Notwithstanding anything in this Agreement, the County is solely responsible for and assumes all liability for compliance obligations related to Utah Code Ann. § 20A-5-403.5.
- 2.04 **Severability.** The declaration by any court or any other binding legal source, that any provision of this Agreement is illegal or void, shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
- 2.05 **Term/Termination.** This Agreement shall be effective upon execution of the last party to sign this Agreement. The term of this Agreement shall not exceed fifty (50) years. The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.
- 2.06 **Entirety.** This Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the County and the University have executed this Agreement to be effective upon proper execution by both parties.

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

WEBER STATE UNIVERSITY

By: _____
Signature Title
V.P.

Printed name: Norman Tarbox Date: 7/1/22