

AGREEMENT
between
WEBER COUNTY
and
PRO EDGE TECHNOLOGY, LLC
for security cameras and access controls

THIS AGREEMENT is between **WEBER COUNTY**, a body corporate and politic of the State of Utah on behalf of the Weber County Sheriff's Office ("County") and **PRO EDGE TECHNOLOGY, LLC** ("Contractor"). County and Contractor may be referred to jointly as the "parties."

RECITALS

WHEREAS, County issued a Request for Proposals #21-308 ("RFP") for qualified companies/individuals to provide and install security cameras and access control systems; and

WHEREAS, Contractor submitted a proposal in response to the RFP;
and

WHEREAS, Weber County approved the recommendation of the RFP selection committee to enter into this Agreement with Contractor; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the parts, services, installation, and support services as provided in "**Attachment A**" incorporated by reference to this Agreement.

2. CONSIDERATION

Contractor shall be compensated for providing services under this Agreement in accordance with the fee schedule attached as "**Attachment B**" to this Agreement. Contractor shall submit monthly invoices to County including a description of the services provided, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. County shall remit payment to Contractor no later than 30 days after receipt and approval of Contractor's invoice.

3. EFFECTIVE DATE/TERM

This Agreement shall be effective as of the 1 day of May, 2022 and will continue for a period of 1 years following the effective date ("Term"). County reserves the right to review this Agreement on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of this Agreement.

4. TERMINATION

- a. Termination for Default. County may terminate this Agreement for an "Event of Default as defined, upon written notice from County to Contractor.
- b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to County.
- c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.
- d. Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.
- e. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
- f. Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

5. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and Contractor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Contractor of employer and employee, partners or joint venturers.

6. INSURANCE

Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(1) Currently rated A- or better by A.M. Best Company; and

(2) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

C. The Contractor shall furnish certificates of insurance, acceptable to the County, verifying compliance with the insurance requirements herein prior to the execution of this agreement. Contractor shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this agreement.

D. In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Contractor hereunder.

E. The Contractor's insurance policies shall be primary and non-contributory to any other coverage available to the County. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the County.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

G. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the County in a manner approved by the County Attorney.

H. In the event Contractor fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Contractor for the costs of said insurance.

REQUIRED INSURANCE POLICIES

The Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation and employer's liability insurance as required by the State of Utah.

B. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.

C. Professional liability insurance in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

D. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

E. The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.

7. AGENT

No agent, employee or servant of Contractor or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

8. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Contractor is responsible, at its sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

10. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

11. NON-FUNDING

If Contractor's performance or County's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the Weber County Commission, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to County or Contractor of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or Contractor, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

12. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

13. STANDARD OF PERFORMANCE/PROFESSIONALISM

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Contractor further agrees that it will not accept any fee or financial remuneration from any entity or person other than Weber County for its performance under this Agreement.

14. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Contractor, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Contractor's breach of this Agreement or any acts or omissions of or by Contractor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Contractor agrees that its duty to indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County.

15. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

16. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Contractor or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding or payments to Contractor.

17. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

18. CONFIDENTIALITY

Contractor shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Contractor's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Contractor in performance of this Agreement shall also be held confidential by Contractor. County shall have the sole obligation or privilege of releasing such information as required by law.

19. OWNERSHIP OF WORK PRODUCT

All work performed by Contractor under this Agreement shall become the sole property of the County. Ownership of the work shall apply regardless of the form of the work product including, but not limited to, writings, drawings, reports, any form of video or audio, etc. Upon final payment by County to Contractor, Contractor shall deliver to County all work product applicable to the services provided under this Agreement including, but not limited to, work product in draft form.

20. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

21. ENTIRE AGREEMENT

County and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Contractor, 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.

31. INTERPRETATION

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement (including Attachments A and B);
- B. Weber County's Request for Proposals (Attachment C);
- C. Contractor's Proposal in response to County's Request for Proposals (Attachment D);

County and Contractor agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[signature page to follow]

In witness whereof, the Parties execute this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott Jenkins, Chair

Commissioner Froerer voted ____

Commissioner Harvey voted ____

Commissioner Jenkins voted ____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor

CONTRACTOR

By:  _____

Title: owner

Date: 3.24-2022

ATTACHMENT A

Pro Edge Technology

5187 S 1500 W Suite 3 Riverdale, Utah 84405
Telephone 801-776-3343 · Fax 801-896-7401



Weber County Warehouse

Scope of work

Pro Edge will:

Cameras

1. Install cameras around the whole exterior of the building covering the entire perimeter. (10 Total)
2. Install cameras throughout the interior watching racking, warehouse, hallways, and training room. (10 Total)
3. Cameras will be set to record motion and any movement throughout the facility.
4. Server is sized to allow for future camera additions.
5. Cameras can be set to continuous recording or motion recording depending on storage needs.
6. The Software used to view cameras is Axis Camera Station. This can be put on windows PCs and any phone or tablet.
7. Axis Cameras and Axis NVR Will be used.
8. System has secure remote access for remote users.
9. Customer to provide internet connection for remote viewing.

Access Control

1. Access control will be installed on 6 exterior doors and 4 interior doors.
2. Permissions will be given to individuals that need access to the building.
3. Access control will be set on schedules to be opened and for permission to be granted.
4. 50 Key Fobs will be provided for use with the system.
5. Existing badges, fobs may work with the system depending on type.
6. Roll up doors will all be monitored by alarm system.

Intrusion

1. Intrusion alarm will be installed and motion detectors will also be set around the facility.
 2. 8 Keypads will be installed around the facility for easy arm and disarm.
 3. There will (9) 360 degree motion detectors in the warehouse and (7) motion detectors in the Office area.
 4. All alarms will be sent to central.
 5. Each Bay Door will be monitored by a contact.
-

Pro Edge Technology

5187 S 1500 W Suite 3 Riverdale, Utah 84405
Telephone 801-776-3343 · Fax 801-896-7401



Misc

1. Training on all systems will occur for proper and best use.
 2. Support for Cameras, Access control, and intrusion will last for five years.
 3. Guarantee Pricing for 1 year. Adjustments will be made 30 days prior to the effective date.
 4. Make sure 24/7 monitoring capabilities are achieved.
 5. Work will be performed during normal business hours Monday through Friday.
 6. Project Cost: \$99,403.45
 7. All Material will be provided by Pro Edge Technology.
 8. Continued support will be given on use of the system.
 9. Weber County to provide network connectivity to all security hardware.
 10. Weber County to work with Pro Edge to get software installed on desktops.
 11. Weber County to work with Pro Edge to clear space in the warehouse for installation.
-

**ATTACHMENT B
FEE SCHEDULE**

Estimate

Pro Edge Technology, LLC

5187 S 1500 W
Suite 3
Riverdale, Utah 84405
801-776-3343

Date	Estimate #
2/9/2022	3801

Name / Address
Weber County 2380 Washington Blvd Ogden, Utah 84401

Project
00222 Sheriff's Ware...

Description	Qty	Total
Pro Edge is pleased to provide you with the following estimate for:		
Weber County Sheriffs Office Warehouse Access Control Solicitation #21-308		
Alarm Controls 600D Standard Double Magnetic Lock	1	240.34T
Hes 9400-613 Electric Strike	10	3,680.00T
HID 6005BGB00 ProxPoint Plus Proximity Card Reader, Gray	10	965.89T
Exit Button Alarm Controls TS-2	10	471.39T
Bosch DS160 High Performance Request To Exit Motion Sensor Sounder, Light Gray	10	758.89T
Door Contact	10	68.89T
Misc Conduit Supplies	1	1,500.00T
All in one wire	5,000	4,025.00T
AXIS A1601 Network Door Controller 01507-001	6	3,673.94T
Labor to install and configure	1	19,125.00
AXIS T8516 PoE+ Network Switch 240W 5801-694	2	1,173.62T
Key Cards HID 1346LNSMN-PK50-110315 Proximity ProxKey III Keyfob 50 Pack	1	230.00T
Batteries	17	351.90T
Altronix AL600ULACM Proprietary Power Supply with Multi-Output Access Power Controllers	2	637.10T
Patch Cables for Panels to switch 15'	15	172.50T
UPS	2	400.00T
Misc	1	500.00T
Lift Rental	1	1,000.00T
Intrusion system Materials	1	7,000.00T

Signature	Subtotal
	Sales Tax (0.0%)
	Total

Pro Edge Technology, LLC

5187 S 1500 W
Suite 3
Riverdale, Utah 84405
801-776-3343

Estimate

Date	Estimate #
2/9/2022	3801

Name / Address
Weber County 2380 Washington Blvd Ogden, Utah 84401

Project
00222 Sheriff's Ware...

Description	Qty	Total
Labor to install and configure 10 Total Doors. 6 Exterior Doors, 4 Interior Doors System supported for five years	1	4,000.00
Subtotal		\$49,974.46
Sales Tax (0.0%)		\$0.00
Total		\$49,974.46

Signature _____

Pro Edge Technology, LLC

5187 S 1500 W
 Suite 3
 Riverdale, Utah 84405
 801-776-3343

Estimate

Date	Estimate #
11/29/2021	3750

Name / Address
Weber County 2380 Washington Blvd Ogden, Utah 84401

Project
00222 Sheriff's Ware...

Description	Qty	Total
Pro Edge is Pleased to provide you with the following estimate for:		
Weber County Sheriffs Warehouse Cameras Solicitation #21-308		
AXIS Camera Station S1148 Recorder 64TB 01615-001	1	9,653.41T
AXIS T8516 PoE+ Network Switch 240W 5801-694	2	1,173.62T
AXIS T8508 PoE+ Network Switch 130W 01191-004	2	669.92T
AXIS P3727-PLE Panoramic Camera 02218-001	10	11,324.86T
AXIS T94N01D Pendant Kit 01513-001	10	747.16T
AXIS T91D61 Wall Mount 1.5" NPS 5504-821	4	282.07T
AXIS T91A64 Corner Bracket 5017-641	4	265.28T
AXIS T91B50 Telescopic Ceiling Mount 5507-451	6	1,002.36T
AXIS P3807-PVE Network Camera 01048-001	6	6,794.91T
AXIS T94V02D Pendant Kit 01505-001	6	448.29T
AXIS T91D61 Wall Mount 1.5" NPS 5504-821	6	423.11T
AXIS M3116-LVE Network Camera 01605-001	4	1,407.00T
Cat 6 Plenum	6,000	1,587.00T
Lift Rental	1	1,000.00T
Misc Conduit Supplies	1	750.00T
Labor to install and configure Cameras	1	11,900.00
Racks to be provided for Camera Equipment in server rooms. System supported for five years		

Signature _____

Subtotal	\$49,428.99
Sales Tax (0.0%)	\$0.00
Total	\$49,428.99

