



PUBLIC NOTICE is hereby given pursuant to Utah Code §52-4-202, that the Administrative Control Board (the “Board”) of the North Summit Fire District (the “District”) will hold a work session and regular meeting on **Thursday, January 20, 2022** beginning at **6:00PM** at Fire Station 21, 86 E Center St., Coalville, UT 84017

View the meeting live via Facebook “North Summit Fire Service District”

or

Zoom <https://us02web.zoom.us/j/84338250332?pwd=eEp4dmpkaXNidDIzVkIWczZsTWFiUT09>

or

To listen by phone only: Dial 1-301-715-8592 Meeting ID: 843 3825 0332 Pass Code 911911

Members of the Board, presenters, and members of public, may attend by electronic means, using Zoom (phone or video). Such members may fully participate in the proceedings as if physically present. The anchor location for purposes of the electronic meeting is the same as listed above.

AGENDA

1. Call meeting to order
2. Roll call
3. Pledge of Allegiance
4. Work Session
 - a. Discuss the revised Fire Chief/ Fire Marshal job description
 - b. Discuss if we want to continue without an interim Chief until a full-time chief is hired? or other possible solutions.
 - c. Continued review of strategic plan
5. Regular Meeting
 - a. Election of Board Officers
 - i. Chair
 - ii. Vice Chair
 - iii. Treasurer
 - b. Appointment of District Clerk (4 year term)
 - c. Public Comment (3 min per person)
Any public comments are only allowed for items not on the agenda
 - d. Review and Possible Approval of the December 2021 Accounts Payable
 - e. Review and Possible Approval of the Meeting Minutes of December 1, 9, & 10 2021
 - f. Discussion and possible approval of the job description for Fire Chief/ Fire Marshal

NOTICE OF SPECIAL ACCOMODATION DURING PUBLIC MEETINGS

Individuals with questions, comments, or needing special accommodations pursuant to the Americans with Disabilities Act regarding this meeting may contact Tyler Rowser at (435) 901-0102

- g. Review of impact fee processes, and possible approval of the impact fee study map, and for staff to move forward with issuing public notice of intent to prepare/create an impact fee facilitates plan (IFFP).
 - h. Review and Possible approval of Capital expense to install an access control system.
 - i. Operations Report – Chief Judd
 - j. Treasurers Report
 - k. Chair Updates
 - l. Board Member Updates
6. Adjournment

North Summit Fire District

Job Description	Position:	Fire Chief/ Fire Marshal \$70,000 - \$80,000 salary
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JOB SUMMARY

The Fire Chief is an appointed position which reports to and serves at the pleasure of the North Summit Fire District Administrative Control Board (NSFDACB). The Fire Chief manages all facets of the Fire District. The primary function of this position is to provide for the sole command over all officers, members and employees of the Fire District as well as provide measures seen necessary to the prevention and extinguishing of fires, the protection of life and property, the preservation of order and observance of Federal and State laws, ordinances of the County and rules and regulations of the Fire District. The Fire Chief is also responsible for emergency preparedness, hazard mitigation, response, and recovery, planning and budgeting, Performs professional and technical work in the field of fire prevention.

TOOLS AND EQUIPMENT USED

Emergency medical care equipment, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, power equipment, small hand tools, ladders, radio, personal computer, phone.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by a Firefighter and/or Engineer to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; run; jump; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb; balance; stoop, kneel, crouch, or crawl; talk and hear; and taste or smell.

The Fire Chief must frequently lift and/or move up to 50 pounds and occasionally lift and/or move 185 or more pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee regularly works in general office and all weather conditions.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration, heat and sub-zero temperatures.

North Summit Fire District

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The noise level in the work environment is usually moderate, except during certain firefighting or EMS activities when noise levels may be loud.

ESSENTIAL DUTIES, FUNCTIONS AND RESPONSIBILITIES

- Assumes full management responsibility for all Fire District services and activities including fire prevention, enforces the provisions of the Fire Prevention code and the laws and regulations of the assigned jurisdiction, suppression, investigation, inspection, , public education, and emergency management.
- Works closely with Summit County general emergency management teams, Emergency Medical Services, and other Fire Districts within Summit County.
- Manages the development and implementation of Fire District goals, objectives, policies, and priorities for each assigned service area; establishes appropriate service and staffing levels; allocates resources accordingly.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.
- Represents the Fire District to elected officials and outside agencies; explains and interprets Fire District programs, policies, and activities; negotiates and resolve sensitive, significant, and controversial issues.
- Selects, trains, motivates, and evaluates Fire District personnel; provides or coordinates staff training; works with employees to correct deficiencies, and issues discipline where necessary.
- Plans, directs, and coordinates, through the Deputy Chief and Fire Captains, the Fire District's strategic goals; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
- Manages and participates in the development and administration of the annual Fire District budget to be recommended by the NSFDACB to the Governing Body for adoption; reports the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures;
- directs the preparation of and implements budgetary adjustments, as necessary and as approved by the NSFDACB.
- Coordinates Fire District activities with those of other Districts and outside agencies and organizations; prepares and presents staff reports and other necessary correspondence.

North Summit Fire District

Job Description	Position:	Fire Chief/ Fire Marshal \$70,000 - \$80,000 salary
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- Ensures proper maintenance and availability of equipment, apparatus, buildings, and other facilities.
- Responds to major fire alarms and personally directs fire suppression activities, as necessary.
- Supervises fire incident investigations.
- Directs and participates in the research of alternative approaches to fire suppression, hazardous material handling, fire and life safety code, and emergency programs.
- Participates on a variety of boards and commissions; attends and participates in professional group meetings and conferences; stays abreast of new trends and innovations in the field of fire science.
- Resolved compliance problems with wonders within scope of knowledge and authority.
- Inspects existing structures, new construction, and remodel sites for compliance with fire codes, and issues citations or other orders where violations are found.
- Reviews building and fire sprinkler plans to assure fire code requirements are met.
- Participates in the inspection of hydrants, sprinkling systems, and elements of a fire prevention or protection system.
- Investigates complaints received by the Fire Prevention Division; establishes and maintains comprehensive records of all business transacted such as complaints, inspections, investigations, notices served and permits written.
- Investigates origin and circumstances of fires which involve loss of life, injury to any person or persons or damage or destruction of property. Takes charge of evidence of the origin of the fire.
- Provides public education in fire prevention, including giving talks, demonstrations, and presentations to community groups, schools and other organizations or institutions.

MINIMUM QUALIFICATIONS

- Bachelor's degree from an accredited university in Fire Science Management, Business or Public Administration.
- Must have at least ten (10) years' experience as a full time firefighter
- Must have at least three (3) years' supervision experience in a full time firefighter setting. (preference given for experience as Fire Captain/Fire Battalion Chief)
- Must be (21) twenty-one years of age or older.
- Must have American Heart Association Basic Life Support (BLS) for Healthcare Providers.
- Must have Utah Firefighter II certification from Utah Fire Rescue Academy.
- Must have Utah Hazmat Operations certification from Utah Fire Rescue Academy.

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North Summit Fire District

Job Description	Position:	Fire Chief/ Fire Marshal \$70,000 - \$80,000 salary
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- Must have Fire Officer I from Utah Fire Rescue Academy.
- Must have NWCG Firefighter II or higher certification.
- Must have NREMT Emergency Medical Responder or higher certification.
- Must have Utah Apparatus Driver Operator – Pumper certification.
- Must have Utah Apparatus Driver Operator – Aerial certification.
- Must be a citizen of the United States of America at the time of application or provide proof of appropriate work permit.
- Must have the ability to learn the operation of fire suppression and other emergency equipment. Must have the ability to learn to apply standard firefighting, basic and advanced life support, and fire prevention techniques.
- Must be able to perform strenuously or to peak physical effort during emergency, training, or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke.
- Must be able to read and write the English language. Must have the ability to follow verbal and written instructions, and the ability to communicate effectively orally and in writing.
- Must possess or be able to obtain by time of employment a valid Driver's License.
- Must have a stable driving history without a record of suspension or revocation in any State.
- No felony convictions or disqualifying criminal history within the past seven years. Must be of good moral character and of temperate and industrious habits.
- This is a safety sensitive position and must pass a criminal background check and drug screen.
- This position does not qualify for tele-commuting.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



North Summit Fire District, Utah

Fire Chief Recruitment

The North Summit Fire District is a paid call fire department, serving the towns of Henefer, Echo, Coalville, Upton, Hoytsville, Wanship, Tollgate and everywhere in between. Our response area goes from mile marker 150 on I-80 to the Wyoming border, from the Morgan County line to just outside of Peoa. It includes two freeways, railroads, two large reservoirs, the Weber River and many private and public recreation areas. The department and its members are committed to provide a professional service. Our funding comes from a Special Service District established in 1977.

NSFD is a small but growing department. This would be the first full time position for the department and would manage the employees into becoming a fully certified department for Fire and EMR response for the area.



Form of Government

The district is governed by an Administrative Control Board appointed by the Summit County Council governs the district. The Fire Chief is appointed by, and reports directly to, the Administrative Control Board. The Summit County Council as Governing Body over the District exercises final/ultimate oversight over the District and all its personnel-related decisions

Presently, NSFD Firefighters may respond from 3 stations, Henefer Station 22, Coalville Station 21, Wanship Station 23, and Tollgate Station 24 If personnel are available in those areas. NSFD schedules 2 paid call personnel to respond to emergencies daily 24/7.

The Position of Fire Chief

The ideal candidate will be an outgoing professional who embraces opportunities to interact in meaningful ways with this diverse and complex community. He/she will be expected to have a visible presence throughout the district. He/she will have the ability to establish and maintain effective working relationships with elected officials, all levels of management, other governmental officials, community and civic organizations, district employees, the media and the public, and exercise tact and diplomacy in dealing with sensitive political, public policy, community and employee issues and situations.



Minimum Qualifications

- *Bachelor's degree (B.A. or B.S.) from a school or institution that is accredited by a regional or national accrediting agency recognized by the U.S. Department of Education in Fire Science Management, Business or Public Administration.

- *Minimum of 10 years active service with a fire service agency of similar or greater scope and size as NSFD. 3 or more years in a progressively responsible supervisory position; or, any acceptable equivalent combination of education and experience.

- * Possess a valid Utah Driver's License and maintain stable driving record.

- *Must not have been convicted of, or plead guilty to any felony charge or have any disqualifying criminal history

Desired Qualifications

*Extensive knowledge of fire service operations and public administration. Thorough knowledge of effective managerial practices and methods

*Excellent Interpersonal skills; excellent skills in oral and written forms of communication, leadership skills, analytical and problem-solving abilities, decision-making skills, stress and time management skills.

*Ability to establish and maintain effective working relationships with elected officials, all levels of management, other governmental officials, community and civic organizations, employee organizations, employees, the media, and the public. Exercise tact and diplomacy in dealing with highly sensitive political, public policy; community and employee issues and situations.

*Experience and knowledge of incident command system, strategies and firefighting tactics, emergency medical services operations and management.

* Experience and knowledge of accounting, budgeting and public fiscal management; including mid and long-range capital facilities planning.

* Knowledge of international Fire Code, NFPA Standards, ISO requirements, and state and local statutes and ordinances relating to fire and building inspections.

* Graduate of the National Fire Academy Executive Fire Officer Program.

Compensation and Benefits

Salary Range \$70,000.00 - \$80,000.00

NSFD offers and excellent fringe benefit package that includes paid health/Life/Disability Insurance for employees, and family, Vacation/holidays/Sick Leave, Retirement Program, 401K Plan.

Application and Review Process

To be considered for this opportunity, applicants should submit a cover letter with resume, and minimum of five professional references by

To: David Warnick

dwarnick@summitcounty.org

Following the initial review of resumes, the candidates with the most relevant qualifications and experience, will be invited to participate in the interview process. Following thorough background and reference checks, the NSFD anticipates making an appointment for interview.

North Summit Fire District

Checks and Deposits

November 21 through December 31, 2021

Type	Date	Num	Name	Memo	Amount
Deposit	12/02/2021			Deposit	61.00
Deposit	12/07/2021			Deposit	58.56
Deposit	12/07/2021			Deposit	742.96
Deposit	12/14/2021			Deposit	25.00
Deposit	12/20/2021			Deposit	58.56
Deposit	12/21/2021			Deposit	100.00
				Total	1,046.08
Bill Pmt -Check	12/01/2021	On-line	Dominion Energer QGC		-423.13
Paycheck	12/06/2021	DD	Adkins, John	Paycheck	-514.60
Paycheck	12/06/2021	DD	Anzalone, Montana	Paycheck	-101.18
Paycheck	12/06/2021	DD	Clark, Spencer J	Paycheck	-184.70
Paycheck	12/06/2021	DD	Giauque, Nathaniel M	Paycheck	-104.13
Paycheck	12/06/2021	DD	Hogwood, Ray	Paycheck	-180.08
Paycheck	12/06/2021	DD	Jones, Tyler	Paycheck	-138.53
Paycheck	12/06/2021	DD	Judd, M. Brandt	Paycheck	-493.63
Paycheck	12/06/2021	DD	Marble, Olivia N	Paycheck	-125.82
Paycheck	12/06/2021	DD	Novak, Michael	Paycheck	-36.94
Paycheck	12/06/2021	DD	Rees, James A	Paycheck	-36.94
Paycheck	12/06/2021	DD	Robertson, Mark S	Paycheck	-497.77
Paycheck	12/06/2021	DD	Rowser, Tyler J	Paycheck	-523.85
Paycheck	12/06/2021	DD	Sorenson, Marvin E	Paycheck	-207.78
Paycheck	12/06/2021	DD	Andersen, Michelle	Paycheck	-36.94
Paycheck	12/06/2021	DD	Bosworth, Melanie	Paycheck	-36.94
Paycheck	12/06/2021	DD	Winters, Don C	Paycheck	-36.94
Liability Check	12/08/2021	On-line	United States Treasury	87-0560689	-2,578.22
	12/13/2021	4414	ATT&T Mobility	Cell phone Service. Oct & Nov. 2021	-217.57
	12/02/2021	4429	Utah Valley Univeraty	Haz Mat Ops Cert.	-10.00
	12/06/2021	4432	S&J Equipment LLC	Mini X Rental	-514.13
Bill Pmt -Check	12/13/2021	4435	ATT&T Mobility	Cell phone Service. Oct & Nov. 2021	-435.14
Bill Pmt -Check	12/13/2021	4437	Office of Recovery Service	C001440266	-101.18
Bill Pmt -Check	12/13/2021	4439	Whites Auto Parts	Antifreeze, Wiper Blades,	-130.70
Bill Pmt -Check	12/13/2021	On-line	Bankcard Center	Visa Card Payment	-742.96
Bill Pmt -Check	12/14/2021	4440	Fuel Network	Fuel Payment Nov. 2021	-828.94
Paycheck	12/20/2021	DD	Adkins, John	Paycheck	-824.17
Paycheck	12/20/2021	DD	Anzalone, Montana	Paycheck	-107.08
Paycheck	12/20/2021	DD	Giauque, Marc R	Paycheck	-454.36
Paycheck	12/20/2021	DD	Hogwood, Ray	Paycheck	-46.18
Paycheck	12/20/2021	DD	Judd, M. Brandt	Paycheck	-933.24

North Summit Fire District

Checks and Deposits

November 21 through December 31, 2021

Paycheck	12/20/2021	DD	Marble, Olivia N	Paycheck	-191.40
Paycheck	12/20/2021	DD	Novak, Michael	Paycheck	-36.94
Paycheck	12/20/2021	DD	Rees, James A	Paycheck	-36.94
Paycheck	12/20/2021	DD	Robertson, Mark S	Paycheck	-461.75
Paycheck	12/20/2021	DD	Rowser, Tyler J	Paycheck	-338.31
Paycheck	12/20/2021	DD	Sorenson, Marvin E	Paycheck	-115.44
Paycheck	12/20/2021	DD	Andersen, Michelle	Paycheck	-36.94
Paycheck	12/20/2021	DD	Bosworth, Melanie	Paycheck	-36.94
Paycheck	12/20/2021	DD	Winters, Don C	Paycheck	-36.94
Bill Pmt -Check	12/27/2021	On-line	Republic Service	Waste pick-up	-381.20
Bill Pmt -Check	12/28/2021	On-line	Rocky Mountain Power	Payment	-533.16
Bill Pmt -Check	12/29/2021	On-line	Dominion Energer QGC	Payment	-922.09
Total					-14,731.82

1001 · Zions Bank	46,303.73
1254 · 1254 PTIF Operation Funds	596,016.51
3901 · 3901 Capital Deposit Account	856,554.82

Visa Card Dec. 2021

01-03-2022	2:14:29 8X8, INC. 888-898-8733 CA	\$178.20 Phone Service
01-01-2022	15:35:24 GOOGLE*GSUITE NORTHSUM CC GOOGLE.COM CA	\$180.01 Google account
		\$358.21
12-29-2021	12-30-2021 2490641BB400ZD804 Netflix.com netflix.com CA	\$13.99 Netflix

North Summit Fire District

Profit & Loss

January through December 2021

	Jan - Dec 21	2022 Budged
Ordinary Income/Expense		
Income		
1003 · Deposit		
1004 · Building Rent	6,007.60	5,500.00
1005 · Wildland Fire Sup Reimbursement	38,617.90	15,000.00
1006 · Other Reimbursment	9,814.08	
1007 · Cost Recovery	1,508.00	7,000.00
1009 · Grants	4,906.26	4,000.00
1010 · Equipment Sales	32,121.77	10,000.00
1011 · Donation	800.00	
1013 · Visa Card Cash Back	306.62	
1016 · Property taxes	429,826.19	500,000.00
1019 · Inspection Fee	4,175.00	4,200.00
1020 · Interest		
1021 · Interest 3901 Capital	3,083.92	
1020 · Interest - Other	1,995.49	
Total 1020 · Interest	5,079.41	10,800.00
2045 · Interest 1245	1,354.27	
Total 1003 · Deposit	534,517.10	5,565,000.00
Total Income	534,517.10	
Gross Profit	534,517.10	
Expense		
6500 · Operations		
6501 · Insurance	25,999.49	27,000.00
6502 · Accounting other.	5,150.00	6,000.00
6509 · Utilities	23,412.29	30,000.00
6510 · Building and Grounds	19,228.70	20,000.00
6511 · Fuel	8,039.19	8,000.00
6512 · Fleet Maintenance	31,445.52	30,000.00
6513 · PPE / Equipment / Uniforms	19,018.72	20,000.00
6515 · Minor Equipment	2,090.28	6,000.00
6516 · Training Expenses	9,537.03	12,000.00
6517 · Employee Food and other	1,007.96	1,000.00
6518 · Public Notice, Postage, Fees	2,156.85	2,200.00
6519 · Subscriptions and Memberships	16,578.17	13,800.00
6520 · Reimbursement	38.94	0.00
6500 · Operations - Other	301.95	55,700.00
Total 6500 · Operations	164,005.09	231,700.00
6600 · Payroll Expenses		
6602 · Admin. Salary		
6612 · Fire Inspector	4,800.00	
6602 · Admin. Salary - Other	51,631.53	
Total 6602 · Admin. Salary	56,431.53	123,000.00
6603 · Board Member Salary	4,640.00	4,800.00
6605 · Firefighter Salaries		

North Summit Fire District
Profit & Loss
January through December 2021

	Jan - Dec 21	2022 Budged
6611 · Standby	750.00	
6609 · Fire Response	9,223.14	
6601 · Monthly Training	5,682.50	
6608 · Assigned Duties	4,379.37	
6606 · District Officer	58,087.50	
6605 · Firefighter Salaries - Other	29,101.18	
Total 6605 · Firefighter Salaries	107,223.69	150,000.00
6607 · Wildland	4,912.15	5,000.00
6610 · Payroll Taxes	16,656.38	42,000.00
6600 · Payroll Expenses - Other	0.00	
Total 6600 · Payroll Expenses	189,863.75	324,800.00
6690 · Reconciliation Discrepancies	-26.79	
Total Expense	353,842.05	556,500.00
Net Ordinary Income	180,675.05	
Other Income/Expense		
Other Expense		
7500 · Capital Purchase	4,570.30	435,000.00
Total Other Expense	4,570.30	
Net Other Income	-4,570.30	
Net Income	176,104.75	
Capital Balance	856,554.82	856,554.82

North Summit Fire District

Profit & Loss

January 2019 through December 2021

	Jan - Dec 19	Jan - Dec 20	Jan - Dec 21
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Ordinary Income/Expense

Income

1003 · Deposit

1004 · Building Rent	7,015.00	4,905.00	6,007.60
1005 · Wildland Fire Sup Reimbursement	26,145.22	15,588.71	38,617.90
1006 · Other Reimbursment	0.00	0.00	9,814.08
1007 · Cost Recovery	0.00	3,447.09	1,508.00
1009 · Grants	3,757.00	0.00	4,906.26
1010 · Equipment Sales	5,185.00	0.00	32,121.77
1011 · Donation	500.00	100.00	800.00
1012 · Fees for Services	15,645.00	2,040.00	0.00
1013 · Visa Card Cash Back	0.00	0.00	306.62
1016 · Property taxes	498,282.39	497,642.43	429,826.19
1019 · Inspection Fee	3,000.00	3,750.00	4,175.00
1020 · Interest			
1021 · Interest 3901 Capital	17,634.98	7,317.28	3,083.92
1020 · Interest - Other	0.00	0.00	1,995.49
Total 1020 · Interest	17,634.98	7,317.28	5,079.41
2045 · Interest 1245	9,540.05	4,906.99	1,354.27
1003 · Deposit - Other	614.00	0.00	0.00

Total 1003 · Deposit

	587,318.64	539,697.50	534,517.10
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Total Income

	587,318.64	539,697.50	534,517.10
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Gross Profit

	587,318.64	539,697.50	534,517.10
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Expense

6500 · Operations

6501 · Insurance	20,346.76	23,993.25	25,999.49
6502 · Accounting other.	3,854.00	3,728.47	5,150.00
6509 · Utilities	24,694.67	24,119.54	23,241.08
6510 · Building and Grounds	12,768.40	9,533.01	19,228.70
6511 · Fuel	10,576.79	7,504.30	8,039.19
6512 · Fleet Maintenance	42,227.28	84,432.02	31,945.52
6513 · PPE / Equipment / Uniforms	20,734.80	8,701.72	19,018.72
6515 · Minor Equipment	9,265.33	16,058.96	2,090.28
6516 · Training Expenses	1,211.00	1,163.42	9,537.03
6517 · Employee Food and other	1,194.36	1,936.31	1,007.96
6518 · Public Notice, Postage, Fees	0.00	1,099.22	2,156.85
6519 · Subscriptions and Memberships	0.00	2,229.21	16,578.17
6500 · Operations - Other	20,701.86	0.00	301.95

Total 6500 · Operations

	167,575.25	184,499.43	164,294.94
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6600 · Payroll Expenses

6602 · Admin. Salary

6612 · Fire Inspector	4,800.00	4,400.00	4,800.00
6602 · Admin. Salary - Other	25,421.19	30,388.91	51,631.53

Total 6602 · Admin. Salary

	30,221.19	34,788.91	56,431.53
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6603 · Board Member Salary

	4,720.00	4,800.00	4,640.00
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North Summit Fire District

Profit & Loss

January 2019 through December 2021

	Jan - Dec 19	Jan - Dec 20	Jan - Dec 21
6605 · Firefighter Salaries			
6611 · Standby	500.00	1,775.00	750.00
6609 · Fire Response	12,034.04	10,006.57	9,223.14
6601 · Monthly Training	7,581.80	5,551.15	5,682.50
6608 · Assigned Duties	0.00	8,960.00	4,379.37
6606 · District Officer	58,837.50	64,370.55	58,087.50
6605 · Firefighter Salaries - Other	35,200.00	33,948.56	29,101.18
Total 6605 · Firefighter Salaries	114,153.34	124,611.83	107,223.69
6607 · Wildland	1,932.40	10,730.55	4,912.15
6610 · Payroll Taxes	12,122.57	13,697.45	16,656.38
6600 · Payroll Expenses - Other	8,473.41	0.00	0.00
Total 6600 · Payroll Expenses	171,622.91	188,628.74	189,863.75
Total Expense	339,198.16	373,128.17	354,158.69
Net Ordinary Income	248,120.48	166,569.33	180,358.41
Other Income/Expense			
Other Expense			
7610 · Debt Service interest	1,598.83	1,368.35	0.00
7500 · Capital Purchase	186,217.73	38,320.80	4,570.30
7600 · Debt Services Principal	10,049.46	32,472.85	0.00
Total Other Expense	197,866.02	72,162.00	4,570.30
Capital Balance	692,650.78	627,864.06	856,554.82

Minutes

North Summit Fire Service District
Administrative Control Board
Special Meeting
86 E Center St
Coalville, UT 84017
December 1, 2021

1 Chair Andersen called the meeting to order at 6:11PM

2 Board Members Present

3 Chair Michelle Andersen
4 Vice Chair Jim Rees
5 Treasurer Michael Novak
6 Melanie Bosworth
7 Don Winters - Absent
8

Staff Present

Deputy Chief Brandt Judd
Tyler Rowser
Erik Mandeem
JT Adkins
Ryan Stack. Deputy County Attorney

9 Public Present

Public Present Electronic

10

11

12 Item 2 Roll Call

13 A quorum was present.

14 Item 3 Pledge of Allegiance

15 Vice Chair Rees lead the board and public in the Pledge of Allegiance.

16 1. Regular Session

17 a. Discussion and Possible Recommendation to the County 18 Council of Brandt Judd as Interim Fire Chief

19 Board Member Bosworth made a motion to appoint Deputy Chief Brandt
20 Judd as Interim Fire Chief, Vice Chair Rees seconded the motion, a
21 vote was called, all ayes, Motion Passed.

22 b. Review of options for new Fire Chief

23 Chair Andersen stated that she received a text message from Board
24 Member Winters stating that he would like to move forward with full
25 time Fire Chief. Treasurer Novak asked if we were looking at 2 full
26 time jobs, a Fire Chief and Fire Marsha? Ryan said that it was one
27 position a full-time Chief/Fire Marshal. Jim wondered if we were using
28 some of the county resources would help with the part time chief?

29 Chair Andersen stated she would like to move forward with a full time
30 Chief. Board Member Bosworth is also favorable of having a full time
31 chief to accommodate moving forward with providing to the community
32 what they want and need. Treasurer Novak stated our strategic plan is
33 almost done, and we need a full time chief to move the district forward.
34 Brandt talked about having about 25 firefighters, Mark said he does

about 30 inspections a month. Brandt stated that we are currently seeing development happening in our district that we need to keep up with, we are changing. I don't see it getting any less busy we are currently at an average of 1.5 calls a day. One thing I always ask myself is, what is best for our community and tax payers.

c. Review and Possible Recommendation of the 2022 Budgets and the 2021 Amended Budgets to the County Council for review and approval.

Board Members reviewed the budget, and made some changes, to balance the budget. Treasurer Novak made a motion to recommend the 2022 budget and the amended 2021 budget to the County Council, Board Member Bosworth seconded the motion, a vote was called, all aye, motion passed.

d. Review and Possible Approval of the West Coast Code Consultants (WC3) Contract

Ryan would like to have this held over until next meeting, he has some revisions he would like made to the contract. Vice Chair Rees motioned to table the time, Board Member Bosworth seconded the motion, a vote was called, all ayes, motion passed.

e. Review and Possible Approval of the Lexipol software contract

Board Members questioned if we would be paying for a second system to handle the policies and training? Ryan stated that Personal Policies will have to be done by the County and not Lexapol, but Operational policies would be up to the District to draft and adopt. Lexapol could be the solution to helping draft operational policies.

Chief Judd stated he will contact Lexapol to get more details. Treasurer Novak motioned to table the item, Vice Chair Rees seconded the motion, a vote was called, all ayes, motion passed.

f. Review and Possible Approval of the 2022 Payroll Schedule

Board Member Bosworth motioned to approve the 2022 payroll schedule, Vice Chair Rees seconded the motion, a vote was called, all ayes, motion passed.

g. Review and Possible Approval of the 2022 Board Meeting Schedule

To accommodate board members schedule, the January and October meetings were moved to the 20th (third Thursday) of those 2 months. The rest of the year will be as scheduled on the second Thursday of the month. Treasurer Novak motioned to approve the 2022 board meeting schedule, Board Member Bosworth seconded the motion, a vote was called, all ayes, motion passed.

2. Adjournment

Vice Chair Rees Motioned to Adjourn, Treasurer Novak seconded the motion, a vote was called, all ayes, motion passed Adjourned at 7:41PM

Minutes

North Summit Fire Service District
Administrative Control Board
Regular Meeting
86 E Center St
Coalville, UT 84017
December 9, 2021

1 Chair Andersen called the meeting to order at 6:00PM

2 Board Members Present

3 Chair Michelle Andersen
4 Vice Chair Jim Rees arrived at 6:11PM
5 Treasurer Michael Novak
6 Melanie Bosworth
7 Don Winters
8

Staff Present

Chief Brandt Judd
Tyler Rowser
Erik Mandeem
Marc Giauque
Ryan Stack, Deputy County Attorney
Mark Robertson

9 Public Present

10 David Warnak HR
11 Gale Pack
12 Shane Andersen
13

Public Present Electronic

14 Item 2 Roll Call

15 A quorum was present.

16 Item 3 Pledge of Allegiance

17 Melanie lead the board and public in the Pledge of Allegiance.

18 1. Work Session

19 a. New chief recruitment

20 David Warnok stated he needs to have a job description, benefits, and
21 what the compensation is. After all this is put together, you will
22 determine where to post the announcement and how long to keep it
23 open. Who do you want on the interview board? Have the board get the
24 job description to HR and legal to make sure it meets all the criteria.
25 Ryan, I included the Fire Marshal job description in this to see what it
26 looks like. Ryan the board needs to put it together and then make a
27 recommendation to the council for approval. Tom stated that he would
28 use wording like in his job description, "under the direction of the
29 board" to make it clear that the Chief reports to the board. Vice Chair
30 Rees, stated that the new Chief needs to live in the area.

31 b. Review current Fire Chief Job description

32 Utah Fire Inspector cert
33

34 c. Discuss and possible approval of the full time Chief's salary

Treasurer Novak stated, \$65,000-\$75,000 most people are going to look at just the salary, rather than doing a lower salary with about a sign on bonus? Brandt some firefighters, think that it would be a better idea to keep it a part time Chief and hire a few part time firefighters to work with the Chief for weekday coverage and keep nights and weekends on call.

d. Job announcement and discuss the process

Will need worked out with HR as discussed in item 1A

e. Open items that we need to decide if we are to discuss or table until a new chief is hired to lead the direction of the department.

i. Procedural policies (Lexipol)

Brandt reached out to lexipol, and had them explain pricing. 1 full time employee is one credit, part time is ½ a credit and volunteers as ¼ credit. That is why there was only 3 people on the quote. Its about \$2,000 a year. Ryan stated we need to get the contract so he can go over it first.

ii. Strategic Plan / 10-15-year vision

Treasurer Novak stated he had started putting this together, can we locate a lot of history items to put in this?

iii. Payroll: I 9s, W-4s, an online payroll system, job applications, Firefighter recruitment/ pay etc.

Table next month to talk to David

iv. Audit Report follow up

Need to get policies in place

Capitalization Plan

Fraud Risk Assessment

v. Tollgate station planning

Mark stated that a company did a site survey and a concept drawing of a station. Chair Andersen asked how much is this going to cost? Can we pay back a loan with our current budget? Treasurer Novak I'm trying to get a plan to help move it forward. Jim why does it have living space? Treasurer Novak asked Tom, does the county have the current growth projections? Tom, we have people who can look into this but we can really help with the procurement.

f. Revenue

i. Grants

New Chief will need to get these done.

ii. Impact fees

The District is not currently collecting impact fees, Ryan, we have some statutory required to get this done. If the process wasn't followed correctly we will need to put a stop to the

current work being done and go back and start over. Ryan said he will follow up with Zions Bank.

iii. Annex Chalk Creek

This will need to be the Council that makes this design. Tyler will work on getting the information on this.

2. Regular Meeting

a. Public Comment (3 min per person)

Any public comments are only allowed for items not on the agenda

Gale Pace, last time I talked about the baby steps we took in Wanship, in this book it talks about the Wanship station and the truck. Gale passed the book around to the board members and offered to allow then to make copies.

Sam Vincent, Tollgate residents are grateful for talking about the fire station up here. We are happy to work with you and we have 200 full time homes. Thank you for continuing to explore this.

Mariena mar, I want to echo Sam's comments and would encourage you to take a tour of the canyon, and it has changed over the last 5 years. We have issue with evacuation routs.

b. Review and Possible Approval of the November 2021 Accounts Payable

Chair Andersen, why was Ian paid 3 times in the month? Mark I was asked, to pay him though the end of the month. Chair Andersen, I'm seeing that we have CPR classes and SSFD is saying paid us, but I'm not seeing any payments on our statement? Mark I will need to look back, but I don't remember when it came. Treasurer Novak valley class, has 2 checks, Mark this is to replace the windows in Henefer and Wnship. Chair Andersen, we are missing checks, Mark I forgot to take the checks out of the printer and printed something on two checks so they are spoiled. Board Member Bosworth, what is the \$100 amazon gift card on Ian's credit card for on November 21, 2021? Mark is not sure what it is for.

Board Member Winters Motioned to approve the accounts payable for November 2021, Treasurer Novak seconded the motion, a vote was called, all ayes, motion passed.

c. Review and Possible Approval of the Meeting Minutes of October 14, 2021, November 1, 2021, November 10, 2021

Vice Chair Rees motioned to approve the minutes of October 14, 2021, November 1, 2021 and November 10, 2021 as corrected, Board Member Winters seconded the motion, a vote was called, all ayes, motion passed.

d. Possible recommendation of the proposed Bylaws to the County Council for review and approval.

Ryan, stated that he the actual amount the board receives shouldn't be set in the bylaws. I did add that this will be set at the time of budget, and the board will have to show that what they are paid reflects the actual cost to attend the meetings. Board Member Bosworth motioned to recommend the bylaws to the County Council for review and approval, Board Member Winters seconded the motion, a vote was called, all ayes, motion passed.

e. Operations Report – Chief Judd

Chief Judd presented the summary report of the calls, Treasurer Novak, last time we looked at this it was staying pretty flat, it looks like we're continuing to stay flat again.

Chief Judd stated in light of what has been going we have had some people who have dropped off, and some who have stepped up.

The Ispy Fire software is a dispatch software that shows call information to firefighters, it has been turned over to the County IT, for the time being rather than just one of us running it. Fareharbor the building rental software, Tyler got in, and we have added a few other people so we can keep track of who is using the building. We were in the light parade in Coalville we did win \$100 from the parade. We also took Santa to the Henefer town event as well.

The door code issues, is working on it. I would like to try switching to a computerize system.

The engine in Henefer is being fixed in Salt Lake after the ladder rack was knocked off this summer, as they tried to pull the engine out with the ladder rack down.

On call we are having some step up to take shifts and it is nice to have them. We have had to have Park City come over to help on a call.

f. Treasurers Report

DRAFT

157 none

158 **g. Chair Updates**

159 Remind the Firefighters of the chain of command if there are issues to
160 please follow it.

161 **h. Board Member Updates**

162 Board Member Bosworth, with those who are stepping up is there
163 something we can do to show our thanks? Ryan we can do some but
164 can't be anything that have substance to it, and how to quantify it?
165 Chief Judd I have let them know I do appreciate it. Chair Andersen
166 please let them know the board appreciates it as well.

167
168 Ryan I just wanted to talk about tomorrows meeting, on an
169 employment agreement for Brandt. The notice has been posted and the
170 packet is out.

171 **i. Adjournment**

172 **3. Adjournment**

173 Treasurer Novak motioned to adjourn, Board Member Bosworth seconded the
174 motion, a vote was called, all ayes, motion passed. Adjourned at 7:46PM

Minutes

North Summit Fire Service District
Administrative Control Board
Special Meeting
86 E Center St
Coalville, UT 84017
December 10, 2021

1 Chair Andersen called the meeting to order at 6:32PM

2 **Board Members Present**

3 Chair Michelle Andersen

4 Vice Chair Jim Rees joined Electronically at 6:38PM

5 Treasurer Michael Novak - Absent

6 Melanie Bosworth

7 Don Winters

8

9

10 **Public Present**

11

12

13 **Item 2 Roll Call**

14 A quorum was present.

15 **Item 3 Pledge of Allegiance**

16 Board Member Bosworth lead the board and public in the Pledge of Allegiance.

17

18 1. Regular Meeting

19 a. **Review, Discussion and Possible Recommendation to the** 20 **County Council of Interim Fire Chief Brandt Judd's** 21 **Employment Contract**

22 Ryan stated that this contract is what is becoming the standard
23 employment contract for district managers county wide, with a few
24 exceptions where this is only a part time job,

25 ➤ The wage is a monthly basis rather than an annual (current
26 annual salary divided by 12).

27 ➤ This contract doesn't prohibit outside employment, where a full-
28 time employment contract would.

29 Board Member Bosworth motioned to recommend the employment
30 contract for interim Fir Chief to the County Council, Vice Chair Rees
31 seconded the motion, a vote was called, all ayes, motion passed.

32

Staff Present

Chief Brandt Judd

Tyler Rowser

Ryan Stack, Deputy County Attorney
– Electronic

Public Present Electronic

Ryan stated that he will be sending the final contract over for Chief Judd to sign and send back so that Annette can include it with the County Council packet for Wednesday, December 15, 2021.

2. Adjournment

Board Member Winters motioned to adjourn, Board Member Bosworth seconded the motion, a vote was called, all ayes, motion passed. Adjourned at 6:43PM



Tyler Rowser <trowser@northsummitfd.org>

Impact Fees2 messages

Ryan Stack <rstack@summitcounty.org>

Thu, Jan 13, 2022 at 12:15 PM

To: Michelle Andersen <mandersen@northsummitfd.org>, Brandt Judd <bjudd@northsummitfd.org>

Cc: "trowser@northsummitfd.org" <trowser@northsummitfd.org>

Michelle et al.,

As you likely saw in my prior email to Megan at Zions Bank, we had to pull the plug on the current impact fees study because the appropriate steps were not followed. I'd like to share an impact fees "road map" so we know where we are going from this point forward. These steps are based on state code:

1. Confirm service area map subject to contemplated impact fees.
2. Issue public notice of intent to prepare/create an impact fee facilizes plan (IFFP).
3. Issue RFQ or RFP for consultant to prepare the IFFP and Impact Fee Analysis (IFA).
4. Board selects a consultant during a regularly scheduled public meeting.
5. Once the consultant has prepared the IFFP, hold a work meeting with the Board to review the IFFP. The Board makes a recommendation on the IFFP to the County Council.
6. Schedule, notice, and hold a public hearing with the County Council to adopt the IFFP. The Council will adopt the IFFP by resolution with the IFFP as the attachment.
7. Issue public notice of intent to contract with an entity to prepare/create written IFA. Utah Code 11-36a-503(1) requires that the notice be posted prior to "contracting" for the preparation of the IFA. If the intent is to have the same entity do both the IFFP and IFA, we will do both public notices (the one in #2 and #7) at the same time.
8. Return to consultant for preparation of IFA.
9. Once consultant has prepared the IFA, hold a work meeting with the Board to review the IFA.
10. Schedule, notice, and hold a public hearing with the Board to adopt the IFA and enact impact fees by ordinance.

I presume the Board would like to get moving on this as quickly as practicable? If so, the first steps will be finalizing the coverage area (map) for the impact fees, and then issuing the public notice of intent. If the desire is to proceed expeditiously I recommend placing this item on the Board's January action agenda and the

Board can then decide upon the area map to be covered by the contemplated impact fees (though I imagine the map will be the same as the District's service area map). If you want it ready to go for next week, let me know and I'll draft the notice the Board can vote to publish.

Thanks all,

RYAN P.C. STACK

Deputy County Attorney

Summit County Attorney's Office

60 North Main Street

PO Box 128

Coalville, Utah 84017

Direct Line: 435-615-3857

Office Main Line: 435-336-3206

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Tyler Rowser <trowser@northsummitfd.org>

Sun, Jan 16, 2022 at 11:20 AM

To: Ryan Stack <rstack@summitcounty.org>

Cc: Brandt Judd <bjudd@northsummitfd.org>, Michelle Andersen <mandersen@northsummitfd.org>

Thank mail Ryan,

I do have a boundary map from County GIS in PDF and KMZ formats.

Can you help me with the language of the required notice for IFFP?

I can also start drafting the RFP/RFQ for this while the noticing time is in progress.

Thanks

-Tyler

[Quoted text hidden]

--

1/18/22, 6:02 PM

northsummitfd.org Mail - Impact Fees

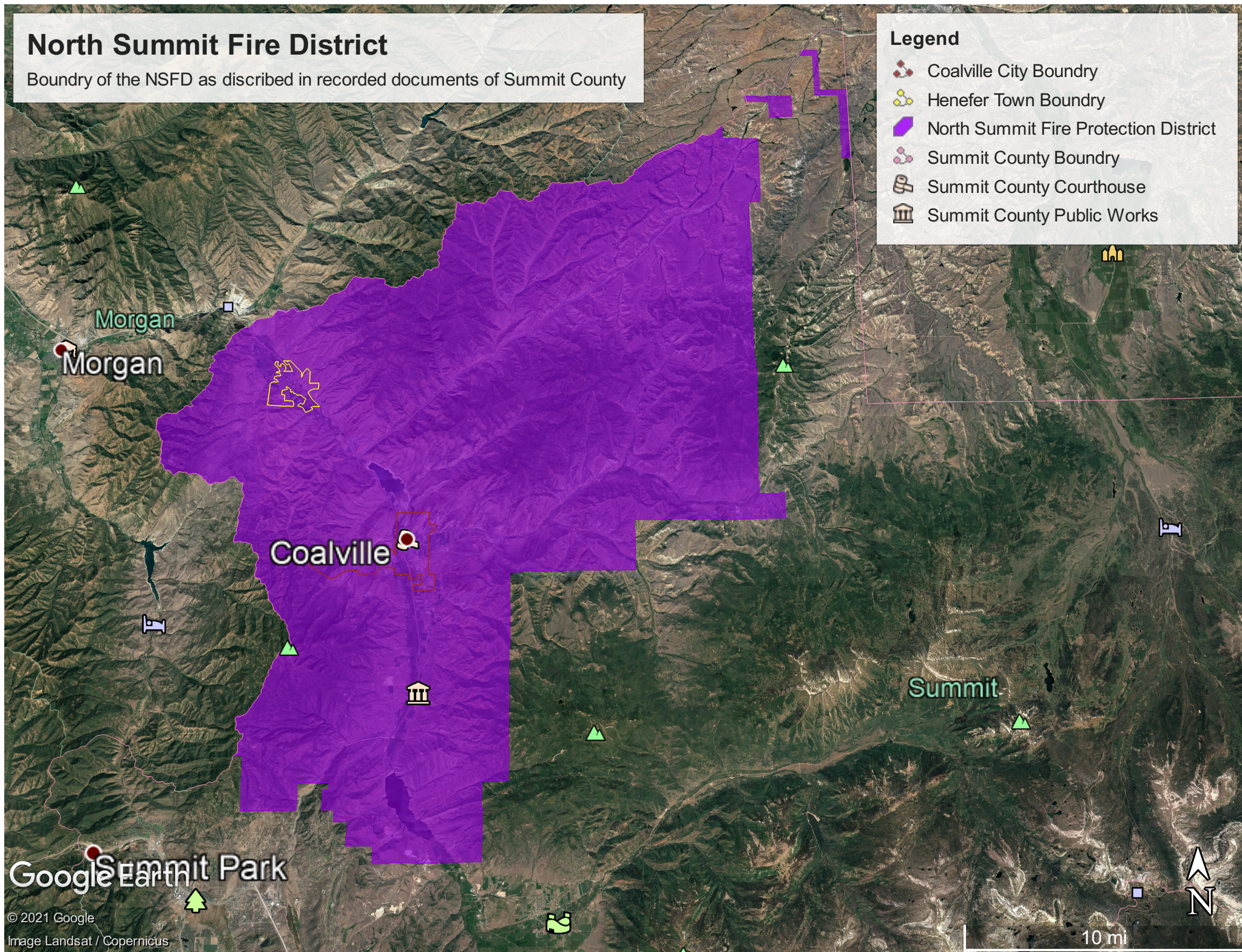
Tyler Rowser
North Summit Fire District
86 E. Center St
PO Box 187
Coalville, UT 84017-0187
435-336-2221 | TRowser@NorthSummitFD.org

North Summit Fire District

Boundry of the NSFD as discribed in recorded documents of Summit County

Legend

- Coalville City Boundry
- Henefer Town Boundry
- North Summit Fire Protection District
- Summit County Boundry
- Summit County Courthouse
- Summit County Public Works





Staff Report

To: The Administrative Control Board
From: Tyler Rowser
Meeting Date: January 20, 2022
Subject: Access Control System for Stations
Type of Item: Action Item for Capital Expense

In the December 9, 2021 meeting board members expressed a concern about the ability to quickly remove former employees' access to the stations. After the meeting I was tasked by Chief Judd to research an access control system.

In my research I found that Summit County uses Convergent (formally Alphacorp security). Convergent is on state contract for this system, thus the state has done the procurement to get the competitive pricing. This system is not the exact system that the county uses, as they use a much larger enterprise system, because of the volume of doors and buildings they operate.

This system will give the district many advantages;

- 1) Community Room doors will be able to be scheduled to unlock and relock when someone rents the buildings.
- 2) Command staff can see in real time who is entering the buildings and what doors they are entering from.
- 3) Command staff can remotely suspend, or remove an individual's access to one or all doors.
- 4) Staff can remotely lock or unlock any door within the access control system from anywhere they have cell phone service.

In the attached spreadsheet, you will see the overall cost of the project. I'm asking for full system install option 1. In the 2022 capital budget, we have \$15,000 unallocated funds and the remaining \$13,471.33 would come out of the equipment purchases in the capital budget.

North Summit Fire District
PO Box 187 | 86 E. Center St
Coalville, UT 84017
435-336-2221
Emergency 911

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7	
Coalville	9,857.54	9,857.54			9,857.54	9,857.54		
Henefer	10,334.41		10,334.41		10,334.41		10,334.41	
Wanship	8,279.38			8,279.38		8,279.38	8,279.38	
Subtotal	28,471.33	9,857.54	10,334.41	8,279.38	20,191.95	18,136.92	18,613.79	Capital Fund Equi
Printer/Cards	1,910.55	1,910.55	1,910.55	1,910.55	1,910.55	1,910.55	1,910.55	6515 Minor Equipm
Software	480.00	480.00	480.00	480.00	480.00	480.00	480.00	6519 Subscriptions
Total	30,861.88	12,248.09	12,724.96	10,669.93	22,582.50	20,527.47	21,004.34	

pment
nent

;



2211 W 2300 S, West Valley City, Utah 84119
Phone 801-977-8705 Mobile 801-390-3198
tim.dennyconvergint.com

January 3, 2022

North Summit Fire Protection District
North Summit Fire Protection - Henefer
310 S. Henefer Rd. Henefer, Utah 84033
Attention: Tyler Rowser

Quotation: TD04417408P
RFP#:
License/Cert

Reference: North Summit Fire Henefer Access 12 22 2021
UTAH STATE CONTRACT #MA3661 North Summit Fire Protection Henefer
Access Control 2 door add 12 22 2021

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

Scope of Work

- Install (2) Access Control doors in Henefer FD
- Provide and install (1) new PDK Access control panel
- Provide and install (1) new Cloud Node
- Provide and install (1) new power supply
- Provide and install (1) card reader with Pin Pad
- Provide and install (2) Request to Exit motions
- Provide and install (2) door contacts
- Provide and install (2) door strikes
- Provide and install conduit needed
- Provide and install (1) new badge printer and set up badging station
- Provide (100) access cards
- Provide and install cable needed
- Test and program with North Summit Fire Security Team

Customer will provide network PoE ports for equipment and 110v power

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			UTAH STATE CONTRACT #MA3661		
2			HENEFER		
3			PANEL		
4	1.00	JW-PM01CN	CLOUD NODE	\$ 811.85	\$ 811.85
5	1.00	JW-PM07SIOE	SINGLE IO - ETHERNET	\$ 460.44	\$ 460.44
6	1.00	AL400ULA CM	12/24 VDC UL SPLY W/ ACM8	\$ 250.85	\$ 250.85
7			READERS		
8	1.00	JW-PP08RDRK	26BIT WIEGAND MULLION KYPD/RDR	\$ 157.12	\$ 157.12
9			DOOR POSITION SWITCH		
10	2.00	GI-18012W	3/4 REC STL DR LEAD 1/2 WHT	\$ 4.88	\$ 9.76
11			REQUEST TO EXIT MOTION		
12	2.00	DS160	REQUEST TO EXIT PIRLIGHT GREY	\$ 78.27	\$ 156.54
13			ELECTRONIC LOCK		
14	1.00	5000C-12/24D-630	5000C-12/24D-630SB:5000,FP:501 & FP:501 63010190403	\$ 143.35	\$ 143.35
15	1.00	9400-630	9400-630SLIM-LINE,RIM,SURF MT,GENESIS	\$ 372.17	\$ 372.17
16			CABLE		
17	0.30	702790	composite cable	\$ 814.74	\$ 244.42
18			PRINTER		
19	1.00	62000	HID FARGO INK1000 INKJET CARDPRINTER & ENCODER, THERMALINKJET CARD	\$ 1,597.55	\$ 1,597.55

Line	Qty	Part	Description	Unit Price	Extended Price
20	CARDS				
21	100.00	5006PGGAN	COMPOSITE ICLASS SEOS CONTACTLESS SMART CARD 8K, PROG, F-GLOSS, B-GLOSS, MATCHING SEOS LASER #, NO SLOT	\$ 3.15	\$ 315.00
22	MISC & CONDUIT				
23	1.00	MISC parts 1	Misc Mounting Hardware, Cable Supports, Rough-in Materials, Fire Caulk, Cables Labels, etc.	\$ 285.71	\$ 285.71

Equipment Total	\$ 4,804.76
Total Labor/Other Costs	\$ 7,153.92
Freight/Warranty	\$ 288.28
Tax if Applicable	\$ 0.00
Total Project Price	\$ 12,246.96

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. 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.
11. Convergent 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.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

Performance Items

Items Included	
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	



Total Project Investment:

\$ 12,246.96

Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Tim Denny

Convergint
Tim Denny

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Tyler Rowser

January 3, 2022

Customer Name (Printed)

Date

Authorized Signature

Title

Throughout this Installation Proposal, the term, “Convergent” refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work (“Work”). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the “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.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. 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 Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:
For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially 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 Convergent, 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.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent 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. 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 Force Majeure, 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 Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

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:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent 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.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, 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 Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT 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 WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing 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. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any 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 intrusion product or software. Customer 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 intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is “safe” to return to perform the Work at Customer's facility. Convergent 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 Convergent 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.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the “Software”) and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, “Liabilities”) arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

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 decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

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, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

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.

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



2211 W 2300 S, West Valley City, Utah 84119
Phone 801-977-8705 Mobile 801-390-3198
tim.dennyconvergint.com

January 3, 2022

North Summit Fire Protection District
North Summit Fire Protection District - Coalville
86 E. Center Street Coalville, Utah 84017
Attention: Tyler Rowser

Quotation: TD04417407P
RFP#:
License/Cert

Reference: North Summit Fire Coalville Access 12 22 2021

UTAH STATE CONTRACT #MA3661 North Summit Fire Protection Coalville
Access Control 2 door add 12 22 2021

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

Scope of Work

- Install (2) Access Control doors in Coalville FD
- Provide and install (1) new PDK Access control panel
- Provide and install (1) new Cloud Node
- Provide and install (1) new power supply
- Provide and install (1) card reader with Pin Pad
- Provide and install (2) Request to Exit motions
- Provide and install (3) door contacts
- Provide and install (1) door strike
- Provide and install (2) Mag locks
- Provide and install (1) door release button
- Provide and install conduit needed
- Provide and install cable needed
- Test and program with North Summit Fire Security Team

Customer will provide network PoE ports for equipment and 110v power

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			UTAH STATE CONTRACT #MA3661		
2			COALVILLE		
3			PANEL		
4	1.00	JW-PM01CN	CLOUD NODE	\$ 811.85	\$ 811.85
5	1.00	JW-PM07SIOE	SINGLE IO - ETHERNET	\$ 460.44	\$ 460.44
6	1.00	AL400ULA CM	12/24 VDC UL SPLY W/ ACM8	\$ 250.85	\$ 250.85
7			READERS		
8	1.00	JW-PP08RDRK	26BIT WIEGAND MULLION KYPD/RDR	\$ 157.12	\$ 157.12
9			DOOR POSITION SWITCH		
10	3.00	GI-18012W	3/4 REC STL DR LEAD 1/2 WHT	\$ 4.88	\$ 14.64
11			REQUEST TO EXIT MOTION		
12	2.00	DS160	REQUEST TO EXIT PIRLIGHT GREY	\$ 78.27	\$ 156.54
13			ELECTRONIC LOCK		
14	1.00	9400-630	9400-630SLIM-LINE,RIM,SURF MT,GENESIS	\$ 372.17	\$ 372.17
15	2.00	HES-M32	Magnalock 32 - 12/24VDC	\$ 256.58	\$ 513.16
16	2.00	HES-ZA3262BK	Adjustable Z-Bracket Model32/62	\$ 123.90	\$ 247.80
17			DOOR RELEASE BUTTON		
18	1.00	HES-EEB3N	Emergency Exit Button w/ 30 se. Timer Na	\$ 95.75	\$ 95.75
19			CABLE		

Line	Qty	Part	Description	Unit Price	Extended Price
20	0.20	702790	composite cable	\$ 814.74	\$ 162.95
21	MISC & CONDUIT				
22	1.00	MISC parts 1	Misc Mounting Hardware, Cable Supports, Rough-in Materials, Fire Caulk, Cables Labels, etc.	\$ 285.71	\$ 285.71

Equipment Total	\$ 3,528.98
Total Labor/Other Costs	\$ 6,116.84
Freight/Warranty	\$ 211.72
Tax if Applicable	\$ 0.00
Total Project Price	\$ 9,857.54

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. 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.
11. Convergent 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.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

Performance Items

Items Included	
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	



Total Project Investment:

\$ 9,857.54

Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Tim Denny

Convergint
Tim Denny

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Tyler Rowser

January 3, 2022

Customer Name (Printed)

Date

Authorized Signature

Title

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Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially 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 Convergent, 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.

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IN NO EVENT SHALL EITHER CONVERGENT 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 WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

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In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is “safe” to return to perform the Work at Customer's facility. Convergent 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 Convergent 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.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the “Software”) and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, “Liabilities”) arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

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 decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

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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.

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



2211 W 2300 S, West Valley City, Utah 84119
Phone 801-977-8705 Mobile 801-390-3198
tim.dennyconvergint.com

January 3, 2022

North Summit Fire Protection District
North Summit Fire Protection District - Wanship
2000 S. Hoytsville Rd. Wanship, Utah 84017
Attention: Tyler Rowser

Quotation: TD04417402P
RFP#:
License/Cert

Reference: North Summit Fire Wanship Access 12 22 2021
UTAH STATE CONTRACT #MA3661 North Summit Fire Protection Wanship
Access Control 2 door add 12 22 2021

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.



Install (2) Access Control doors at Wanship FD

- Provide and install (1) new PDK Access control panel
- Provide and install (1) new Cloud Node
- Provide and install (1) new power supply
- Provide and install (1) card reader with Pin Pad
- Provide and install (2) Request to Exit motions
- Provide and install (2) door contacts
- Provide and install (2) door strikes
- Provide and install conduit needed
- Provide and install cable needed
- Test and program with North Summit Fire Security Team

Customer will provide network PoE ports for equipment and 110v power

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	UTAH STATE CONTRACT #MA3661				
2	WANSHIP				
3	PANEL				
4	1.00	JW-PM01CN	CLOUD NODE	\$ 811.85	\$ 811.85
5	1.00	JW-PM07SIOE	SINGLE IO - ETHERNET	\$ 460.44	\$ 460.44
6	1.00	AL400ULA CM	12/24 VDC UL SPLY W/ ACM8	\$ 250.85	\$ 250.85
7	READERS				
8	1.00	JW-PP08RDRK	26BIT WIEGAND MULLION KYPD/RDR	\$ 157.12	\$ 157.12
9	DOOR POSITION SWITCH				
10	2.00	GI-18012W	3/4 REC STL DR LEAD 1/2 WHT	\$ 4.88	\$ 9.76
11	REQUEST TO EXIT MOTION				
12	2.00	DS160	REQUEST TO EXIT PIRLIGHT GREY	\$ 78.27	\$ 156.54
13	ELECTRONIC LOCK				
14	2.00	5000C-12/24D-630	5000C-12/24D-630SB:5000,FP:501 & FP:501 63010190403	\$ 143.35	\$ 286.70
15	CABLE				
16	0.20	702790	composite cable	\$ 814.74	\$ 162.95
17	MISC & CONDUIT				
18	1.00	MISC parts 1	Misc Mounting Hardware, Cable Supports, Rough-in Materials, Fire Caulk, Cables Labels, etc.	\$ 285.71	\$ 285.71

Equipment Total	\$	2,581.92
Total Labor/Other Costs	\$	5,542.58
Freight/Warranty	\$	154.88
Tax if Applicable	\$	0.00
Total Project Price	\$	8,279.38



Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. 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.
11. Convergent 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.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

Performance Items

Items Included	
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	



Total Project Investment:

\$ 8,279.38

Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Tim Denny

Convergint
Tim Denny

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Tyler Rowser

January 3, 2022

Customer Name (Printed)

Date

Authorized Signature

Title

Throughout this Installation Proposal, the term, “Convergent” refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work (“Work”). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the “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.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. 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 Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:
For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially 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 Convergent, 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.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent 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. 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 Force Majeure, 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 Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

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:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent 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.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, 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 Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT 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 WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing 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. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any 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 intrusion product or software. Customer 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 intrusion product or software provided by but not manufactured by Convergent.

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2211 W 2300 S, West Valley City, Utah 84119
Phone 801-977-8705 Mobile 801-390-3198
tim.dennyconvergint.com

January 3, 2022

North Summit Fire Protection District
North Summit Fire Protection - Henefer
310 S. Henefer Rd. Henefer, Utah 84033
Attention: Tyler Rowser

Quotation: TD04418503P
RFP#:
License/Cert

Reference: North Summit Fire PDK Hosted Software
North Summit Fire PDK Hosted Software Annual quote

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The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

Scope of Work

- Provide annual amount for PDK hosted software

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	1.00	Annual Hosted Software 6 - 20 doors	Annual Hosted Software 6 - 20 doors	\$ 480.00	\$ 480.00

Equipment Total	\$ 480.00
Total Labor/Other Costs	\$ 0.00
Freight/Warranty	\$ 0.00
Tax if Applicable	\$ 0.00
Total Project Price	\$ 480.00

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
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Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
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Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	



Total Project Investment:

\$ 480.00

Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Tim Denny
Convergint
Tim Denny

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Tyler Rowser

January 3, 2022

Customer Name (Printed)

Date

Authorized Signature

Title

Throughout this Installation Proposal, the term, “Convergent” refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work (“Work”). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the “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.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. 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 Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:
For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially 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 Convergent, 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.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent 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. 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 Force Majeure, 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 Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

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:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent 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.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, 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 Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT 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 WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing 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. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any 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 intrusion product or software. Customer 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 intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is “safe” to return to perform the Work at Customer's facility. Convergent 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 Convergent 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.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the “Software”) and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, “Liabilities”) arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

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 decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

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, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

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.

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