

AGREEMENT

This Bailment Agreement (“*Agreement*”) is between Utah State University (“*USU*”) and the following Recipient (“*Recipient*”):

Name:	San Juan County		
Address:	735 S 200 W Suite 2 Blanding, UT 84511-0089		
Phone:	435-587-3838	Email:	publichealth@sanjuancounty.org
Contact Person (if Recipient is a company):	Grant Sunada		

USU and San Juan County each may be referred to herein as a “*Party*” or collectively as the “*Parties.*” In consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Property. Under the terms and conditions set forth herein, USU agrees to transfer the following property to Recipient:

Description:	See Appendix A
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Recipient agrees (i) that all right, title, and interest in the Property shall remain with USU for the duration of the funding period; and (ii) that the Property will only be used for the limited purpose of the PDG project (Virtual meetings, trainings, and communications) included educational and operational San Juan County Public Health Department related programs and will not be used for any profit-making purpose, unless written permission is obtained from USU.

2. Term.

2.1. **Term.** The term of this Agreement shall commence upon signature (“*Effective Date*” and shall terminate on December 31, 2025 or once the studies are completed and the results are shared by both Parties (“*Initial Term Expiration Date*”), and thereafter shall continue on a month-to-month basis with either Party having the ability to terminate the Agreement with thirty (30) days written notice (together, the “*Term*”).

2.2. **Expiration of Term.** This Agreement, with the exception of the confidentiality terms, will automatically expire on December 31, 2025 or once the studies are completed and the results are shared by both Parties. Upon the expiration of this Agreement, Recipient shall assume possession and responsibility for the project materials for their continued use for educational and operational San Juan County Health Department related programs purposes.

3. Warranty Disclaimer. Recipient acknowledges and agrees that the Property is received on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis, without any representation or warranty of any kind or nature whatsoever express or implied. Recipient further acknowledges and agrees that no additional representations or warranties have been made with respect to the Property.

4. Indemnification. Recipient agrees to indemnify, hold harmless, and release USU and all its officers, agents, volunteers, and employees (“*Indemnitees*”) from and against any and all loss, damages, deficiencies, injury, liability, suits, claims, actions, judgements, settlements, proceedings, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys’ fees arising out of the Recipient’s performance or rights under this Agreement, specifically including Recipients use of the Property, which are caused in whole or in part by the negligence of Recipient’s officers, agents, volunteers, guests, invitees, or employees. USU shall not be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim

arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

5. Default. Either Party may terminate this Agreement by giving written notice to the other Party if said other party is in material breach of any provision of this Agreement. Termination will be effective thirty (30) days after such written notice, unless the breaching party cures the default/breach identified in the notice within the thirty (30) day period. Neither party waives any right or remedy provided by law by providing notice of termination. If the Agreement is terminated by either party prior to December 31, 2025, USU will remove the property from the Recipient.

6. Miscellaneous

6.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

6.2. Government Records and Management Act. Recipient acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within USU's possession or control, including without limitation, the Agreement, may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that Recipient believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

6.3. Governmental Immunity. Recipient further acknowledges that both parties of this agreement are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by both parties of any protections, rights, or defenses applicable to both parties under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of Recipient or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of both parties. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

6.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening clause of this Agreement.

6.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

6.6. Conflict of Interest. Recipient represents that none of its decision maker officers are officers or employees of USU, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended, and USU Personnel Policy 307.

6.7. Equal Opportunity. The Recipient agrees to abide by the provisions of Title VI and VII of

the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Recipient agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace.

6.8. Debarment. The Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency. If the Recipient cannot certify this statement, attach a written explanation for review by USU.

6.9. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

6.10. Headings. No headings in this Agreement affect its interpretation.

6.11. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

6.12. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

6.13. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, Recipient and USU each caused this Agreement to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

UTAH STATE UNIVERSITY

SAN JUAN COUNTY

By: _____
Print Name:
Title:
Date: _____

By: _____
Name: Jamie Harvey
Title: Commission Chair
Date: February 6, 2024

APPENDIX A

1. **Material.** USU agrees to provide communication equipment and related materials. All rights, title, and interest in the Material (and in any resulting Derivatives) shall remain with USU until the completion of the grant activities and the termination of this agreement.
2. **Project Communication Equipment Materials.** Mics coupled with some sound-dampening panels with video conferencing such as Dual HDL300 <https://www.nureva.com/audio-conferencing/dual-hdl300> and [BUBOS Art Acoustic Panels](#)
3. **Intent.** Ownership of materials remains with USU/Grant for the duration of the funding period. The agreement expires on December 31, 2025 or once the studies are completed and the results are shared by both Parties. Upon the expiration of this Agreement, Recipient shall assume possession and responsibility for the project equipment and materials for their continued use for educational and operational San Juan County Public Health Department related programs purposes.
4. **Purpose.** The Material will be used for the purposes of the PDG project and other educational and operational San Juan County Public Health Department related programs activities.
5. **Delivery.** The Material will be shipped upon execution of this Agreement.
6. **Restricted Distribution.** Recipient shall not distribute or release the Material to any person other than PDG project and San Juan County Public Health Department personnel under Recipient's direct control and supervision. Recipient shall ensure that no one will be allowed to take or send the Material to any other location, unless written permission is obtained from USU.