



Facilities Use Agreement

This Facilities Use Agreement ("Agreement") is written by and between Grantsville City (Grantsville) and Utah State University (USU) for and on behalf of its Tooele Regional Campus.

AGREEMENT

1. Grantsville agrees to the following:

- (a) Grantsville will provide the physical space within the new Grantsville Library building for USU to equip three (3) rooms, two (2) conference rooms, and one (1) multi-purpose room as receive-only broadcast rooms and provide appropriate space in the server room for connectivity equipment. Grantsville will provide this space without cost or obligation to USU for the length of the Agreement period.
- (b) Grantsville is responsible to maintain the security of any equipment that USU installs in the Grantsville Library. Grantsville will notify USU immediately of any loss or damage to USU equipment and materials. Grantsville agrees to provide adequate access to USU and its designated contractors to install and maintain the broadcast equipment.
- (c) Grantsville will be financially responsible for all associated costs of utilities such as electricity, heating, cooling, cleaning, telephone and high-speed internet costs at the designated bandwidth for the broadcast rooms.
- (d) Grantsville is responsible for providing student furniture such as desks, tables, and appropriate lighting. Grantsville is responsible for maintaining the rooms in compliance with applicable building and fire code specifications for occupancy and intended use, as described in this Agreement.
- (e) Grantsville will grant USU the right of first refusal for use of these rooms in the evenings, Monday – Thursday between 5:15 p.m. and 10:45 p.m., and will not schedule other uses for these rooms in conflict with this schedule. Additionally, Grantsville will provide access on some Friday evenings and Saturday mornings for courses that may be broadcast into the facility.
- (f) Grantsville will provide USU access to a fax machine and copy machine, along with a place for a secure (locking) storage device at the facility that can be accessed during the broadcast schedule.

2. USU agrees to the following:

- (a) USU will provide the funding for the infrastructure needed for facility connectivity. USU will fund the cost for conduit, to pull wires, and the electronic servers/bridge/rack located in the Grantsville Library server room. USU has estimated the cost of this support to be \$30,000.

(b) USU will be financially responsible to provide telecommunication equipment for video conferencing/broadcast technology for the three (3) rooms. USU is responsible for ensuring that the equipment is certified by and maintained to meet UEN standards and expectations.

(c) At the end of the Agreement period, or upon termination of this Agreement, all telecommunication equipment and other property of USU may be removed by USU.

(d) USU will be responsible to provide and maintain supplies as needed to maintain the broadcast equipment such as lamps, cables, and microphones. USU has estimated that the cost for equipping the three (3) rooms will be \$45,000. USU will be responsible for the installation of the telecommunication equipment.

(e) USU will provide training for Grantsville personnel on the use of the video conferencing equipment. USU will allow trained Grantsville personnel to use the video conferencing equipment during the weekdays until 5:00 p.m., and will hold Grantsville harmless for any normal wear incurred while the equipment is being used appropriately.

(f) Grantsville personnel may access the supplies, including disposable supplies (i.e. pens, batteries, and other non-inventoried items), as needed, for operation of the equipment. Grantsville will notify USU in a timely manner if the disposable supplies are running low, to allow reasonable time for normal material delivery.

(g) USU will provide Grantsville a course broadcast schedule each term and notify Grantsville of holidays or emergency closures that would interrupt that schedule. Grantsville will notify USU of closures (planned and emergency) that would be in conflict with the schedule.

(h) USU will provide trained facilitators for the broadcast courses. USU will reimburse Grantsville for the cost of faxing and copying if Grantsville's equipment is used.

(i) USU will include the Agreement equipment designated herein in its technology assessment and replacement schedule so that the rooms are maintained effectively for the Agreement period.

3. Miscellaneous Provisions.

(a) This Agreement shall be effective upon its full execution and delivery by both parties. The Agreement will remain in effect until the end of the completion of spring semester 2023 or earlier if terminated by either party, with or without cause. Grantsville will allow a reasonable amount of time for USU to remove the equipment at that time.

(b) If either party chooses to terminate the Agreement early, they must provide written notice to the other party at least sixty (60) days in advance. If either party believes that the other party is failing to perform any of its obligations under this Agreement, they must notify the party in writing and allow that party at least thirty (30) days to resolve the situation to both parties' satisfaction.

(c) The Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(d) The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) This Agreement may not be modified except by an instrument in writing, signed by the parties hereto.

(f) This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah.

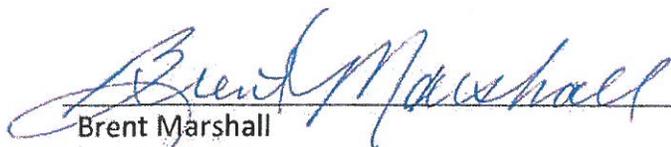
(g) Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) business days after such notice is deposited in the United State mail, postage prepaid and addressed to the respective addresses set forth below or to such other address(es) as may be supplied by a party to the other from time to time in writing.

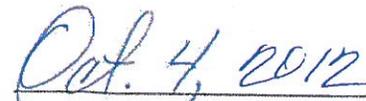
(h) Neither party may assign or otherwise convey its rights or delegate its duties under this Agreement without the other's written consent.

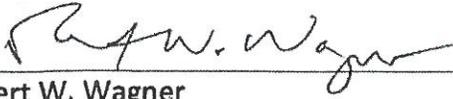
4. Indemnification.

Grantsville hereby agrees to release, indemnify, and hold harmless USU, its trustees, officers, agents, employees, students and volunteers (Indemnitees) from and against all liability, including claims, demands, losses, damages and expenses of every kind and description to persons (including death) or property associated with the use of USU equipment and supplies. This includes liability resulting directly or indirectly from acts or omissions of Indemnitees or Grantsville, unless such liability results from the sole negligence of Indemnitees. Such indemnification includes attorneys' fees, court costs, mediation/arbitration costs, as well as costs of damage to property or expenses of every kind resulting from the use of the equipment and supplies. This provision shall bind any and all successors, assigns, agents, employees, heirs, family members, spouses, personal representatives, or anyone else claiming to represent Grantsville.

Approved by:


Brent Marshall
Grantsville City
429 East Main St.
Grantsville, UT 84029


Date



Robert W. Wagner
Vice Provost
Regional Campuses and Distance Education

10/8/12

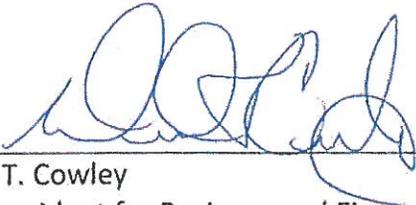
Date



Travis R. Peterson
Vice Provost & Interim Dean Tooele Campus
Regional Campuses and Distance Education

10/8/12

Date



David T. Cowley
Vice President for Business and Finance
Utah State University
1445 Old Main Hill
Logan, UT 84322-1445

10/18/12

Date



Facilities Use Agreement Addendum

This Facilities Use Agreement Addendum (“Agreement”) is written by and between Grantsville City (Grantsville) and Utah State University (USU) for and on behalf of its Tooele Regional Campus. This adjusts the original agreement signed in October 2012 on the below item only.

Original Agreement

2. USU agrees to the following:

(e) USU will provide training for Grantsville personnel on the use of the video conferencing equipment. USU will allow trained Grantsville personnel to use the video conferencing equipment during the weekdays until 5:00 p.m., and will hold Grantsville harmless for any normal wear incurred while the equipment is being used appropriately.

New Agreement

2. USU agrees to the following:

(e) USU will provide training for Grantsville personnel on the use of the video conferencing equipment. USU will allow trained Grantsville personnel to use the video conferencing equipment when not needed for USU courses, and will hold Grantsville harmless for any normal wear incurred while the equipment is being used appropriately.

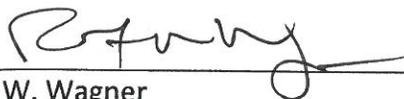
Approved by:



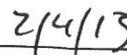
Brent Marshall
Grantsville City
429 East Main St.
Grantsville, UT 84029



Date



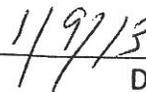
Robert W. Wagner
Vice Provost
Regional Campuses and Distance Education



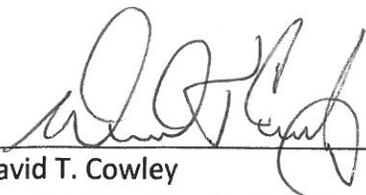
Date



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Vice Provost & Interim Dean Tooele Campus
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