

Dear Salt Lake County Business Representative:

In connection with the emergency response to the COVID-19 virus, Salt Lake County has acquired thermometers that are available to various organizations in the county. To that end, we are reaching out to let you know that certain personal services businesses (cosmetology, massage, tattoo, tanning) and child care centers in Salt Lake County will be entitled to receive **ONE** touchless infrared thermometer free of charge for the purpose of symptom-checking at your respective business. These thermometers will be distributed pursuant to the point of distribution process described below. Please note that if your business has already received a thermometer from SLCo, you will not be entitled to an additional thermometer.

Thermometer Distribution Process

Each business should send a representative to pick up their thermometer as follows:

Address:

*3432 South 900 West
South Salt Lake, UT 84119*

Hours:

*Tuesday, July 28th, Wednesday, July 29th, and Thursday July 30th
8:00 AM until Noon*

This location is a dirt lot located on the west side of 900 West (just south of the Emergency Coordination Center for Salt Lake County and Unified Fire Authority Headquarters). Below is a picture of the distribution point and the numbered lanes. Upon pulling into the lot, please proceed to the right-hand side of the lot. You will see six numbered lanes. Please pick a lane and someone will then bring your thermometer to your vehicle. You must turn in a copy of your respective license or permit as well as the completed waiver which can also be found below.

For cosmetology, tanning, tattoo, and massage businesses you must provide a copy of your current SLCo Health Department permit.

For childcare businesses, you must provide a copy of your Utah Department of Health childcare license.

ALL businesses must bring the attached waiver completed and signed to receive your thermometer.

If you have any questions, feel free to contact: Dan Brown at dbrown@unifiedfire.org.



Pictured above is the dirt lot located on the west side of 900 West (just south of the Emergency Coordination Center for Salt Lake County and Unified Fire Authority Headquarters, located at 3432 South 900 West South Salt Lake, UT 84119).



AGREEMENT REGARDING PROVISION OF COVID-19 EQUIPMENT

This COVID-19 Supply Distribution Agreement (“Agreement”) is between Salt Lake County, a body corporate and politic of the State of Utah, (the “County”), and the _____ (the “Recipient”), _____ a body corporate and politic of the State of Utah. The County and the Recipient are sometimes referred to as the Parties.

RECITALS

- A. The outbreak of novel coronavirus that causes the disease known as COVID-19 (the “disease”) has created a need for the acquisition and dispensing of medical supplies.
- B. The Recipient is a Utah governmental entity with emergency management responsibilities in need of thermometers to carry out its duty to provide emergency response services related to the disease.
- C. The County has access to thermometers purchased by the County using funds it received under Section 601(a) of the Social Security Act as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (the “CARES Act”).
- D. The County has transferred ownership of some of its supply of the thermometers to the State of Utah (the “State”) for distribution to neighboring counties to help those counties detect and decrease the spread of the disease to Salt Lake County and protect citizens of Salt Lake County who travel outside the County. The State has designated the County as its agent to distribute the thermometers to counties within the State.
- E. The Recipient wishes to receive the State’s thermometers from the County to assist the Recipient in carrying out its duties to provide emergency responses related to the disease.

AGREEMENT

1. County Obligations

- a. The County, as an agent for the State, will distribute to the Recipient _____ no-touch forehead thermometers owned by the State (the “COVID-19 Supplies), at no cost to the Recipient, for use in carrying out Recipient’s emergency response duties related to the disease.

2. Recipient Obligations

- a. The Recipient certifies that it has emergency response duties and that the COVID-19 Supplies are necessary in carrying out its duties.
- b. The Recipient will use the COVID-19 Supplies to carry out its emergency response duties relating to the disease.
- c. The Recipient understands that the COVID 19 supplies are being provide pursuant to a Federal Grant which limits the use of the COVID 19 supplies to the uses described in this Agreement. Recipient will not give, sell or otherwise allow the COVID-19 Supplies to be used by another or for another purpose. If the COVID-19 Supplies are no longer needed, the Recipient will promptly alert the County and return the COVID-19 Supplies to the County. Violation of this provision may be punishable by law.
- d. The Recipient will follow the manufacturer’s guidance for the proper use and care of the COVID-19 Supplies and contact manufacturer for any other questions regarding the proper use of or other matters related to the COVID-19 Supplies.
- e. Recipient may provide the COVID-19 Supplies to other local governmental entities within Recipient’s jurisdiction if that governmental entity has emergency response duties related to the disease and the COVID-19 Supplies will assist the governmental entity in carrying out its duties. If Recipient distributes COVID-19 Supplies, Recipient will provide the notice attached hereto as Exhibit A to each governmental entity that receives COVID-19 Supplies under this Agreement.

3. Liability

- a. Warranties. The Recipient agrees that the State and the County are not in the business of manufacturing or distributing COVID-19 Supplies and have no expertise in the area of COVID-19 Supplies. To the fullest extent allowable under Utah law, the State the County **DISCLAIM ANY AND ALL WARRANTIES**, express or implied, regarding the functionality and effectiveness of the COVID-19 Supplies, including but not limited to the implied warranty of merchantability and fitness for a particular purpose. The Recipient accepts the

COVID-19 Supplies AS IS, WITH ALL FAULTS, and understands that the State and the County make no representations, promises, or warranties regarding the effectiveness or accuracy of the COVID-19 Supplies. The Recipient assumes responsibility for conducting quality control by inspecting the COVID-19 Supplies and verifying that they meet the Recipient's needs prior to use. Additionally, the Recipient is solely responsible for drafting and administering monitoring policies consistent with applicable COVID-19 guidelines and federal, state, and local law and using the COVID 19 Supplies in accordance with the manufacture's guidelines for proper use and care.

- b. Indemnification. The Recipient agrees to indemnify, hold harmless, and defend the State and the County, and their officers and employees (the "Indemnified Parties") against any and all claims by any other third parties arising from or associated with the COVID-19 Supplies delivered by the County to the Recipient, including, but not limited to, intellectual property rights to the design, manufacture, distribution, warranties, product liability, or any claims regarding the COVID-19 Supplies.
- c. Governmental Immunity. The Recipient acknowledge and agrees that it accepts the COVID-19 Supplies as part of an effort to: (a) control the causes of epidemic and communicable diseases and other conditions significantly affecting the public health or necessary to protect the public health; and/or (b) respond to a national, state, or local emergency, a public health emergency or a declaration by the President of the United States or other federal official requesting public health related activities. Thus, the Recipient acknowledges and agrees that the Indemnified Parties are immune from suit for any injury or damage resulting from the County's distribution of the COVID-19 Supplies and providing the COVID-19 Supplies to the Recipient, pursuant to Utah Code Ann. § 63G-7-201(2), and any other immunity or protection provided by applicable state or federal law, rule or regulation.
- d. No Damages. The Recipient agrees that under no circumstances will the State or the County be liable for damages and any kind (whether direct, indirect, special, incidental, consequential, or punitive) arising out of or related in any way to the COVID-19 Supplies provided to the Recipient.

4. **General Provisions**

- a. Governing Law. Utah law will apply to and govern the interpretation and application of this Acknowledgement and Waiver, and any dispute will be resolved exclusively in courts in the Salt Lake County.
- b. Recitals. The recitals stated above are hereby incorporated into this Waiver by reference.
- c. Authority. The undersigned for the Recipient hereby certifies that undersigned has the authority to bind the Recipient.
- d. Effective Date and Term. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the effective date of this Agreement, and shall terminate December 31, 2020.
- e. Records and Audit. Recipient will retain all records and documents related to this Agreement for a period of 10 years from the effective date. Recipient will give the State and the County, through any authorized representative, access to and the right to examine all Recipient's records, books, papers, documents, systems, or other databases related to this Agreement.
- f. Survival. The requirements found in Section 3, 4.a, and 4.e of this Agreement shall survive termination or expiration.

[Signature page to follow]

The Parties hereby execute this Agreement.

Salt Lake County

By: _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2020

Approved as to form:

By: _____

Name (printed): _____

Title: _____

Date: _____

Recipient: _____

**EXHIBIT A: ACKNOWLEDGEMENT AND WAIVER BY LOCAL UTAH GOVERNMENTAL ENTITY
REGARDING PROVISION OF COVID-19 EQUIPMENT**

By accepting thermometers, the local Utah Governmental Entity ("Entity") hereby agrees to the following terms, conditions, certifications and waivers.

1. The Entity certifies it has received no-touch thermometer(s) (the "COVID-19 Supplies), at no cost to the Entity.
2. The Entity certifies that it has emergency response duties related to the outbreak of novel coronavirus that causes the disease known as COVID-19 (the "disease").
3. The Entity hereby certifies that it will only use the COVID-19 Supplies provided for the purposes of fulfilling its emergency response duties regarding the disease within the State of Utah, consistent with applicable public health orders or guidelines issued by state and local authorities.
4. The Entity understands that the COVID 19 supplies are being provided pursuant to a Federal Grant which limits the use of the COVID 19 Supplies by the Entity as provided herein. Entity will not give, sell or otherwise allow the COVID-19 Supplies to be used by another or for another purpose. If the COVID-19 Supplies are no longer needed, the Entity will promptly alert Salt Lake County (the "County") and will return the COVID-19 Supplies to the County. Violation of this provision may be punishable by law.
5. The Entity will follow the manufacturer's guidance for the proper use and care of the supplies and contact manufacturer for any other questions regarding the proper use of or other matters related to the supplies.
6. The Entity agrees that the State of Utah (the "State") and the County are not in the business of manufacturing or distributing COVID-19 Supplies and have no expertise in the area of COVID-19 Supplies. To the fullest extent allowable under Utah law, the State and the County **DISCLAIM ANY AND ALL WARRANTIES**, express or implied, regarding the functionality and effectiveness of the COVID-19 Supplies, including but not limited to the implied warranty of merchantability and fitness for a particular purpose. The Entity accepts the COVID-19 Supplies **AS IS, WITH ALL FAULTS**, and understands that the State and the County make no representations, promises, or warranties regarding the effectiveness or accuracy of the COVID-19 Supplies. The Entity assumes responsibility for conducting quality control by inspecting the COVID-19 Supplies and verifying that they meet the Entity's needs prior to use. Additionally, the Entity assumes all responsibility for drafting and administering monitoring policies consistent with applicable COVID-19 guidelines and federal, state, and local law and using the COVID 19 Supplies in accordance with the manufacture's guidelines for proper use and care.
7. The Entity agrees to indemnify, hold harmless, and defend the State and the County, and their officers and employees (the "Indemnified Parties") against any and all claims by third parties arising from or associated with the COVID-19 Supplies delivered to the entity, including, but not limited to, intellectual property rights to the design, manufacture, distribution, warranties, product liability, or any claims regarding the COVID-19 Supplies.
8. The Entity acknowledges and agrees that it accepts the COVID-19 Supplies as part of an effort to: (a) control the causes of epidemic and communicable diseases and other conditions significantly affecting the public health or necessary to protect the public health; and/or (b) respond to a national, state, or local emergency, a public health emergency or a declaration by the President of the United States or other federal official requesting public health related activities. Thus, the Entity acknowledges and agrees that the Indemnified Parties are immune from suit for any injury or damage resulting from the distribution of the COVID-19 Supplies and providing the COVID-19 Supplies to the Entity, pursuant to Utah Code Ann. § 63G-7-201(2), and any other immunity or protection provided by applicable state or federal law, rule or regulation.
9. The Entity agrees that under no circumstances will the State or the County be liable for damages and any kind (whether direct, indirect, special, incidental, consequential, or punitive) arising out of or related in any way to the COVID-19 Supplies provided to the Entity.
10. Utah law will apply to and govern the interpretation and application of this Acknowledgement and Waiver, and any dispute will be resolved exclusively in courts in Salt Lake County.