

Memorandum of Understanding
Between
Tooele County
For Its
Behavioral Health Administration (BHA)
And
Friends Of Switchpoint, Inc. (FOS)

WHEREAS, Tooele County through its Behavioral Health Administration (BHA hereafter) is desirous of engaging in the provision of Food Bank and Relief Services (Food Bank hereafter); and

WHEREAS, Tooele County has a current Food Bank location at 38 South Main St. and is desirous and willing to offer said space for Food Bank services to a non-profit or faith-based provider with previous experience, knowledge and understanding of similar services; and

WHEREAS, Friends Of Switchpoint, (FOS-FB hereafter) has the capacity, interest and knowledge to provide Food Bank services to families and individuals eligible for said services;

NOW THEREFORE, BHA and FOS-FB (the Parties hereafter), now hereby agree as follows:

1. BHA will provide the current physical location of 38 South Main St. and all interior shelves, freezers, refrigerators, food inventory, trailers, vehicle(s), and relief supplies to FOS-FB for continuation of the Food Bank and Relief Services to qualified families and individuals commencing July 1, 2020.
2. BHA will be responsible for the maintenance of the "shell" structure; i.e., roof, exterior walls, plumbing, electrical, HVAC, parking lot, and snow removal for said location.
3. BHA will cooperate and consult with FOS-FB in the initial staffing, training, and operation of the Food Bank and will support FOS-FB in its community fund raising, grant writing and cooperation with ancillary services and other food banks.
4. BHA will provide \$ 20,000 annually for the provision of services generated by the Food Bank. FOS-FB will raise operational funds from grants, community programs, or private donations. All funds used in the support of SCRC will be accounted for by SCRC and an annual financial audit provide to BHA.

5. FOS-FB will be responsible for the overall operation, including staffing, training, ordering and management of food supplies and relief items as well as the disbursement of same.
6. FOS-FB will provide management and staffing sufficient to conduct its programs and activities and will provide office furniture, office supplies, educational or marketing supplies, as well as day-to-day office supplies for the conduct of its business.
7. FOS-FB will be responsible for any remodeling, renovation, painting, carpeting, upkeep and care of the Food Bank.
8. FOS-FB will pay Tooele County \$900 per month or \$10,800 annually for lease on the Food Bank space/building. This amount may be reduced or waived on an annual basis at the County's discretion and may be counted for as "in-kind" match.
9. FOS-FB will be responsible for providing its own information technology services; i.e., web and internet connections, access to computers, software applications, supplies and supportive services.
10. FOS-FB will be responsible for its own janitorial services, supplies and cleaning schedule for the building. FOS-FB will, as part of the budget, contract with a garbage disposal company to handle weekly refuse.
11. FOS-FB will recommend appropriate signage for the building identifying and "marketing" their services but will give attribution to Tooele County in signage, brochures, and marketing strategies identifying "Tooele County in whole or part as a sponsor of said activities".
12. FOS-FB will provide an annual report as to program goals and achievements, financials accountability, service concerns, and need assessments to its governing board and Tooele County and any other reports as may be required by funding, legislative, or executive requests. Data collection for such reports will be the responsibility of FOS-FB.

TERMS OF SERVICE:

1. This MOU will be for a period of three (3) years, commencing July 1, 2020 and concluding June 30, 2023. The MOU will be reviewed by the PARTIES annually in June for the purpose of reviewing the joint working agreement, funding issues, programmatic issues, the annual report and improvements going forward. At the end of three (3) years the MOU can be extended on a year-to-year basis or renewed for an additional three-year term. The PARTIES

will consult with one another to define appropriate service and funding mechanisms going forward.

HOLD HARMLESS:

2. Each PARTY participating in this MOU agrees to defend, indemnify, and hold harmless, its officers, employees, and agents from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or omissions of the indemnifying agency or institutions, and/or its officers, employees or agents.
3. The indemnity provisions shall survive termination of the MOU or any related agreement and is in addition to any other rights or remedies that the PARTIES may have under law and/or otherwise.
4. The terms and provisions of this MOU may be amended and modified only by mutual written agreement or amendment of the parties and signed by each PARTY'S authorized signatory.
5. Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the arrangements contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.


TERMINATION:

6. The parties shall have the right to terminate this agreement without penalty by giving sixty (60) days written notice to all parties as the result of any of the following: FOS-FB or the Tooele County Commission fail to appropriate funds or support operations sufficient to allow continued participation in the agreement; the funds are de-appropriated or not allocated; there is a material alteration in the programs administered by any of the parties, or the duties of the parties as charged herein are substantially modified.

[Signatures on the following page]

IN WITNESS WHEREOF, the PARTIES hereto have caused the Memorandum of Understanding to be duly executed by their authorized representative as of the day and year written below.

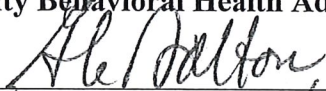
Tooele County Commission

By:  Tom TRIPP

Date: 19 June 2020

Title: Tooele County Commission, chair

Tooele County Behavioral Health Administrator

By:  Ale Dalton

Date: 6/18/20

Title: BH Administrator

Approved As To Form:

By:  Cynthia Blue

Date: 6/20/2020

Title: TOOELE COUNTY ATTORNEY

Friends of Switchpoint, Inc. (FOS-FB)

By:  Dan Day

Date: 6-23-20

Title: Chairman of Board of Directors

CONTRACT #: MOU w/ Switchpoint

PURPOSE: Provide Food Bank & Relief Services

DEPARTMENT: Dept. of Human Services

CONTACT PERSON: Gary K. Deltor

SIGNATURES NEEDED: (date when signed)

6/19/20 Approved As To Form/Scott Broadhead
Tooele County Attorney

6/18/20 Department Head Signature or designee

19 June 2020 Commission Chair

7/7/20 Vendor/Contractor: Switchpoint

7/16/20 Clerk's Office for Logging/Tracking

When signature process completed, please return two fully executed contracts/MOU's to Contact Person who will distribute to Vendor and keep a copy.

approved June 16, 2020