

**Memorandum of Understanding
Between
Tooele County
For Its
Behavioral Health Administration (BHA),
And The
Tooele County School District (TCSD)**

WHEREAS, Tooele County through its Behavioral Health Administration (BHA hereafter) is desirous of engaging in the provision of a Youth Services Center (YSC hereafter); and

WHEREAS, Tooele County has received a State of Utah Division of Juvenile Justice grant for remodeling of County space as well as a grant for the operation of YSC services for “ungovernable, runaway, and truant youth”; and

WHEREAS, Tooele County has space at 27 South Main St. for said YSC and is willing and able to remodel the YSC-Southside space; and

WHEREAS, the Tooele County School District (TCSD hereafter), is desirous of providing behavioral health counseling and educational services to identified district students in an alternative setting of the YSC-Northside space; and

WHEREAS, TCSD is interested in utilizing the space identified as 27 South Main St. in conjunction with BHA and JJS via a joint program for utilizing ‘youth-in-custody’ and district funds for this purpose,

NOW THEREFORE, BHA and TCSD (the PARTIES hereafter), now hereby agree as follows:

1. BHA will receive \$105,000 from State Div. of JJS for the remodeling and furnishing of the Southside space of 27 South Main St. for the YSC and will have such remodeling completed by June 30, 2020.
2. BHA will cooperate with the State Div. of JJS for the initial staffing, training and provision of services to be rendered in the Southside space of 27 South Main St. for the YSC. BHA will support, consult and approve JJS’s hiring, staffing and operations plan

for the YSC. JJS will be operationalize the YSC-Southside by August 3, 2020 or sooner.

3. BHA, JJS, and TCSD will provide training and education to law enforcement, juvenile court, and allied agencies as to the qualifications for youth brought to the YSC and the standards of care and education necessary for program efficacy for YSC and TCSD services.
4. BHA, JJS, and TCSD will provide an annual report as to program goals and achievements, financial accountability, service concerns, and need assessments to their respective governing boards, and such other reports as may be required by funding, legislative, or executive requests. Data collection for such reports will be the responsibility of each Party to this MOU.
5. BHA will be responsible for the maintenance of the “shell” structure; i.e., roof, exterior walls, breezeway, for both areas and the plumbing, electrical including lighting fixture replacements, HVAC, snow removal, and lavatory supplies for both spaces.
6. JJS will provide day-to-day office supplies, snacks, and activity supplies for the YSC-Southside program and activities. JJS will provide daily programming for youth using its services.
7. TCSD will be responsible for any remodeling, renovation, painting, carpeting, upkeep and care of the YSC-Northside space.
8. TCSD will pay Tooele County \$900 per month or \$10,800 annually for lease on the YSC-Northside space. This amount may be reduced or waived on an annual basis at the County’s discretion and may be accounted for as “in-kind” match.
9. TCSD will provide staffing sufficient to conduct its programs and will provide office furniture, student furniture, office supplies, educational materials, audio-visual equipment, AV supplies and any other items necessary for the conduct of educational services.

10. JJS and TCSD will be responsible for providing their own respective information technology services including web and internet connections, access to computers, laptops, supplies and supportive services.
11. JJS and TCSD will cooperate in providing adult-guided, student-provided services of vacuuming, garbage removal, dusting and cleaning services, etc. Typical janitorial services will fall to both Parties for the maintenance and upkeep of daily garbage and cleaning needs. TCSD will provide a "roving custodial" designee that will identify custodial needs and provide services requiring his/her expertise or skill level.

TERMS OF SERVICES:

1. This MOU will be for a period of 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 damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying agency or institution, and/or its officers, employees or agents. As government agencies the PARTIES expressly retain any defenses, privileges, immunities, rights, and/or limits of liability otherwise available under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, et seq. (the "Immunity Act") and all other applicable laws.

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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 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:

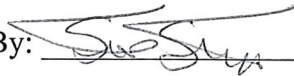
6. The parties shall have the right to terminate this agreement without penalty by giving sixty (60) days written notice to all parties as the result of any of the following: the legislature or the governor or the State Division of Juvenile Justice Services, the TCSD, or the Tooele County Commission fail to appropriate funds 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 by the legislature or the governor are substantially modified.

[Signatures on the following page]


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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.

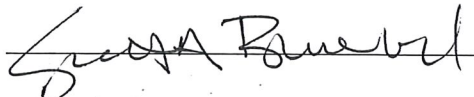
Tooele County Commission

By:  _____ Date: 19 June 2020
Tom Tripp
Title: Chair, Tooele County Commission


Tooele County Behavioral Health Administrator

By:  _____ Date: 6/18/20
Title: Behavioral Health Administrator

Tooele County Attorney: Approved as to Form

By:  _____ Date: 6/19/2020
Title: Tooele County Attorney

Tooele County School District (TCSD)

By:  _____ Date: 6/24/2020
Title: Superintendent

CONTRACT #: MOU w/ TCSO for YSC

PURPOSE: Joint Agreement for YSC & TCSO

DEPARTMENT: Dept. of Human Services

CONTACT PERSON: Gary K. Dalton

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

6/24/2020 Vendor/Contractor: TCSO

_____ 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 Commission 6/16/20