

CONTRACT #: MOU - Tooele Co. w/ FOS

PURPOSE: Provide Domestic Violence Svcs.

DEPARTMENT: Dept. of Human Services

CONTACT PERSON: Kary B. 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

7/7/20 Vendor/Contractor: ^{VBH} Friends of Switchpoint
7/9/20 VBH copy
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

DV

**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 collaborating in the provision of domestic violence services to men/women who qualify for said services; and

WHEREAS, Tooele County through its current provider of said services, Valley Behavioral Health, Inc., (VBH) has a current domestic violence location (Shelter) used for the provision of temporary, supportive, safe housing for victims of domestic violence and is willing to offer said space via a 'quit claim deed' to a non-profit or faith-based provider with experience, knowledge, and understanding of similar services, and

WHEREAS, Friends of Switchpoint, Inc., (FOS-DV hereafter) has the capacity, interest and knowledge to provide Domestic Violence Services to men/women who are eligible for said services;

NOW THEREFORE, BHA, VBH, and Switchpoint (the Parties hereafter), now hereby agree as follows:

1. VBH will provide the current physical location of 852 Cedar View Circle, Tooele, Utah, via 'quit claim deed' to FOS-DV along with any furniture, supplies, outdoor sheds, and outdoor equipment for the continuation of a Domestic Violence Shelter, effective July 1, 2020.
2. VBH will continue to provide services to client, payments for utilities and associated costs through June 30, 2020 with FOS-DV assuming full operational control and responsibility effective July 1, 2020.
3. VBH, in so far as possible, will transfer responsibility for the U.S. Department of Justice, Office of Violence Against Women Grant #2018-WH-AX-0033, original amount of \$465,243 prorated for the period remaining for funding, i.e., July 2020--Sept. 2021, which is fifteen (15) months of funding or \$193,851.25.
4. VBH will transfer responsibility for the Tooele County SSBG Grant funds to FOS-DV in the amount of \$15,157.00 prorated for the last six (6) months of 2020 which amounts to \$7578.00.

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- ✓ 5. BHA will provide \$15,000 annually to FOS-DV for staffing and operations of the DV continuum from Tooele County SSBG funds as allowed.
- ✓ 6. BHA will cooperate and consult with FOS-DV in the initial hiring, staffing, training, and operation of the domestic violence continuum from shelter, to supportive housing, to court and law enforcement advocacy, and case management as needed.
- ✓ 7. BHA will support FOS-DV in its community fund raising, grant writing, and ancillary services with other domestic violence coalitions.
8. FOS-DV will be responsible for the overall operation, including staffing, training, budgeting, priority setting, as well as current expenses and management of supplies, travel, and miscellaneous expenses in support of the DV continuum.
9. FOS-DV will provide management and staffing sufficient to conduct its programs and activities and will provide furniture, office supplies, educational and marketing supplies, as well as day-to-day supplies for the conduct of its business.
10. FOS-DV will be responsible for any remodeling, renovation, painting, carpeting, upkeep and care of the DV Shelter.
11. FOS-DV 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.
12. FOS-DV will be responsible for its own janitorial services, supplies and cleaning schedule for the DV Shelter. SCRC-DV will, as part of their budget, contract with a garbage disposal company and/or the City to handle weekly refuse.
13. FOS-DV will not provide signage identifying the DV-Shelter nor release the address except to authorized individuals having a "need to know, a right to know" regarding the whereabouts of the Shelter since the confidentiality of residents is of extreme importance.

14. FOS-DV will provide appropriate attribution to Tooele County in marketing, training, or community presentations recognizing Tooele County's "support in whole or part" as a sponsor of said DV services and activities.
15. FOS-DV will provide an annual report as to program goals and achievements, financial accountability, service concerns, and need assessments to its governing board and Tooele County as well as any other reports as may be required by funding source, legislative, or executive requests. Data collection for such reports will be the responsibility of FOS-DV.

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.

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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:

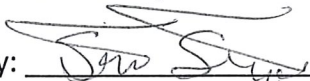
6. The Parties shall have the right to terminate this agreement without penalty by giving sixty (60) days written notice to all parties as the result of any of the following: FOS-DV or the Tooele County Commission fail to appropriate funds or support operations sufficient to allow continued participation 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 charged herein are substantially modified.

[Signatures on the following page]

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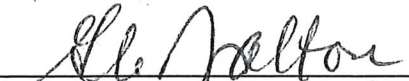
IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Understanding to be duly executed by their authorized representative as of the day and year written below.

Tooele County Commission

By:  Tom Terry Date: 19 June 2020

Title: Tooele County Commission Chair

Tooele County Behavioral Health Administrator

By:  Date: June 18, 2020

Title: BH Administrator

Approved As To Form:

By:  Date: 6/20/2020

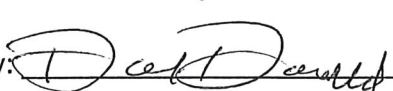
Title: TOOELE COUNTY ATTORNEY

Valley Behavioral Health, Inc.

By: _____ Date: _____

Title: _____

Friends of Switchpoint, Inc.

By:  Date: 6-23-20

Title: Board of Directors Chairman