

**Contract  
Between the  
State of Utah, Department of Human Services,  
Division of Juvenile Justice Services and  
Division of Facilities Construction and Management  
And the  
Tooele County Auditor's Office  
For its  
Behavioral Health Administration**

WHEREAS, Tooele County, through its Behavioral Health Administration, ("BHA") is desirous to contract with the State of Utah, Department of Human Services, Division of Juvenile Justice Services ("DHS") for the provision of a Youth Services Center ("YSC") and to lease the YSC to the Utah Division of Facilities Construction and Management ("DFCM") for the benefit of DHS as Occupying Agency; and

WHEREAS, Tooele County has space at 26 South Main St. for the YSC-Southside facility;

NOW THEREFORE, BHA and Tooele County and DHS and DFCM ("Parties"), agree as follows:

1. DHS will provide the initial staffing, training, and services for the YSC-Southside location. BHA will support, consult, and approve DHS's hiring, staffing, and operations plan for the YSC. DHS will be ready to operationalize the YSC-Southside by July 1, 2020.
2. DHS will provide training and education in youth admission criteria, standards of care, and education necessary for program efficacy for YSC services to law enforcement and juvenile court personnel, and other allied agencies.
3. DHS and BHA will provide an annual report to each other that describes the program goals and achievements, financial accountability, service concerns, need assessments, and any other reports required by funding, legislative, or executive requests. Data collection for these reports shall be the responsibility of the Party responsible for the applicable report. Either DHS or BHA may request the data that supports the other's annual report.

4. DHS will provide office supplies, snacks, and supplies for the YSC-Southside program. The program will include activities that are safe and age appropriate for youth services participants.
5. DHS shall provide janitorial services for the YSC-Southside space. BHA shall provide maintenance of the "shell" structure, including the roof, exterior walls, arca breezeway, plumbing, electrical systems (including lighting fixture replacements), HVAC, snow removal, and lavatory supplies for the YSC-Southside space.
6. DHS shall provide information technology services, including web and internet connections, access to computers, laptops, supplies, and supportive services.
7. DFCM, as tenant, will lease the YSC-Southside space from Tooele County, as landlord, at a rental rate of \$900 per month or \$10,800 annually for the benefit of DHS as Occupying Agency. This amount may be reduced or waived on an annual basis at Tooele County's discretion and may be accounted for as an "in-kind" match.
8. DHS and DFCM agree to defend, indemnify, and hold harmless Tooele County and BHA and its officers, employees, and agents and BHA and Tooele County agree to defend, indemnify, and hold harmless DHS and DFCM from and against any liability, loss, expense (including reasonable attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this Contract 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 Party or its officers, employees or agents. As government agencies, the Parties expressly retain any defenses, privileges, immunities, rights, and limits of liability otherwise available under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, et seq., and all other applicable laws. The indemnity provisions survive termination of the Contract or any related contract in addition to any other rights or remedies the Parties may have under law or otherwise.
9. The terms and provisions of this Contract may be amended and modified only by mutual written agreement of the Parties.

10. Any Party may terminate this contract without penalty by giving 60 days written notice to the other Party.

**CONTRACT PERIOD:**

This Contract is for a period of three years, commencing July 1, 2020, and terminating June 30, 2023, with three optional annual extensions or one three-year extension upon written agreement of the Parties.

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



HERE

**Tooele County Commission**

By: [Signature] Date: 25 June 2020

Title: Tooele County Commission Chair

**Tooele County Auditor's Office  
Behavioral Health Administrator**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Utah Department of Human Services  
Division of Juvenile Justice Services**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Utah Division of Facilities and Construction Management**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_