

Memorandum of Understanding
Between
Tooele County
For Its
Department of Human Services (DHS)
And
Friends of Switchpoint (FOS)

WHEREAS, Tooele County through its Department of Human Services (hereinafter "DHS") is desirous of collaborating and coordinating the provision of temporary, emergency housing for the homeless and providing short-term supportive housing for eligible clients who qualify for said services; and

WHEREAS, Tooele County through its current provider of community resource services, Friends of Switchpoint (hereinafter "FOS") is desirous of FOS providing emergency housing, supportive housing, and client centered services for the qualified, eligible population; and

WHEREAS, FOS has the capacity, interest, knowledge, and fiscal ability to provide housing and emergency services to eligible homeless individuals in Tooele County;

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

1. DHS will provide support and collaboration with FOS and the Tooele County Housing Authority (TCHA) for a timely and smooth transition of the property known at 135 East Vine St. for the purpose of fulfilling the need for temporary, supportive housing.
2. DHS will coordinate a response to Region X Housing and Urban Development Offices (HUD) clarifying the use and restrictions that are assigned to 135 East Vine St. This use will be for a period of two years at which point negotiations to reassign the property deed to TCHA will be considered.
3. DHS will support FOS in applying for and receiving a CDBG grant in the amount of \$192,000 for the purpose of renovation, furnishing, security, building care and maintenance, security renovations (lighting and monitoring devices), utilities, operational costs and rental subsidies for the facility. CDBG funds cannot be used for staffing or employment of individuals.
4. FOS will provide program management of the facility including assigning clients, receiving rents, accounting for rents, monies, and inventories of those involved in emergency and supportive housing. FOS will provide insurance coverage covering comprehensive losses as well as liability claims.
5. FOS will provide a program of work identifying rental space, rental costs and subsidies and will be responsible for all costs associated with the facility such as roof and exterior

wall maintenance, electrical and plumbing, painting and restoration, parking spaces and asphalt, garage maintenance and use. FOS is encouraged to use the garage as a micro-business generator so that expenses, fees and associated costs go back into the program for homeless and supportive housing or for use as a restricted account for repairs, etc.

6. FOS will provide DHS with a quarterly financial report by the 10th day of the following months: March 2021, June 2021; September 2021, December 2021 and subsequent 2022 dates that will detail rental receipts and revenues. FOS will submit to County quarterly payments of 40% of the revenue collected from clients in the four (4) apartments, approximately \$17,462 annually. Also, said report will detail expenditures incurred in the budget processes necessary to account for the CDBG funds.
7. DHS and FOS will work in good faith and collaboratively to bring to completion a favorable transition of the 135 East Vine St. property to the intended use as soon as possible, but no later than December 15, 2020.
8. DHS and any successor providers hereunder, such as FOS, agree to be legally and fiscally responsible for any grant or program funds or property entrusted to them hereunder.

TERMS OF SERVICE:

1. This MOU will be for a period of two (2) years, commencing November 20, 2020 and concluding November 19, 2022 as it pertains to the provision of housing and emergency services rendered at 135 East Vine St. All other sections of the MOU will continue in good faith until resolution of the issues or funding or lack thereof impacts the successful conclusion of this MOU.

The MOU will be reviewed annually in October for the purpose of determining a continuation of a joint working agreement, funding issues, programmatic issues, or any reporting considerations to the respective governing authorities of both entities.

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.

Page three, cont.
135 East Vine St., MOU

3. DHS will ensure that any successor provider or operator that follows FOS carries adequate insurance coverage for such services or facilities.
4. The indemnity, hold harmless, and insurance coverage provision 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.

AUTHORITY TO ENTER MOU:

5. 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.
6. 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 actions necessary to authorize the execution, delivery, and performance of this MOU.

TERMINATION:

7. The Parties shall have the right to terminate this agreement without penalty by giving (60) days written notice to all parties as the result of any of the following: FOS, DHS, 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.

SIGNATURE PAGE TO FOLLOW

Page four, cont.
135 East Vine St. MOU

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: [Signature]

Date: 2 Dec 2020

Title: Chair, Tooele County Commission

Tooele County Department of Human Services

By: [Signature]

Date: 12/1/20

Title: Director, Human Services

Approved As To Form:

By: [Signature] 12/02/2020

Date: 12/02/2020

Title: Deputy County Attorney

Friends of Switchpoint, Inc.

By: [Signature]

Date: 11-13-20

Title: Chair Board of Directors