



Tooele County Council Agenda Item Summary

Department Making Request:

Human Services

Meeting Date:

June 7, 2022 - Ratification

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: 06-30-2023

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$19,375

Item Title: Child/Youth Activities (Boys & Girls Club) - Human Services

Please answer the who? what? when? why?

Human Services manages the following Memorandum of Understanding (MOU) on behalf of Tooele County with the Boys & Girls Club. They are one year agreements requiring county match that is built into the totals. This program is for after school activities at the Dow James Teen Center.

List who needs copies when approved: Gary Dalton, Clerk's Office

FY 23
B+GC

**Memorandum of Understanding
Between
Tooele County Human Services
And The
Boys and Girls Club of Greater Salt Lake
Tooele Program**

WHEREAS Tooele County through its Department of Human Services (DHS hereafter) is desirous of engaging in the provision of children and youth activities and learning programs with an emphasis on "after school activities"; and

WHEREAS Tooele County has received Social Service Block Grant funding for said purposes; and

WHEREAS the Boys and Girls Club of Greater Salt Lake (Tooele Program) is willing and able to carry out said "after school activities" at the Dow James Teen Center located at 438 West 400 North.

The Parties to this agreement now hereby agree and stipulate as follows:

1. For the period of July 1, 2022 through June 30, 2023, Tooele Program will provide education, support, activities, and after school programming to children and youth utilizing the Tooele Program site.
2. The Parties will consult with one another to define appropriate programming for the Tooele Program.
3. Tooele Program will maintain a reporting system for the collection of data detailing the number of children and youth served, their ages, and what services were offered, and any outcomes achieved. This Program Report will be generated by June 15, 2023 and provided to DHS.
4. DHS will provide Tooele Program \$19,375 for the conduct of Tooele Program business and activities for the fiscal year 2023. Funds may be used for staffing, current expense, or activity expenses. Billings may not exceed \$19,375 in total and will be submitted to DHS quarterly by the 15th of the month, i.e., September, December, March, and June.
5. DHS will provide an annual site visit to the Tooele Program to review program and financial records. DHS may make unannounced visits to the program at DHS discretion.
6. Tooele Program will maintain data in a manner that will protect the confidentiality of information and records pertaining to individuals receiving services.

7. Each party participating in this MOU agrees to defend, indemnify, and hold other agencies or institutions participating in this MOU, and its officers, employees, and agents harmless 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 retain any defenses, privileges, immunities, rights, and/or limits of liability otherwise available under the Governmental Immunity Act, UAH CODE ANN. 63G-7-101, et seq. (the "Immunity Act") and all other applicable laws.
8. The indemnity provisions shall survive termination of this 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.
9. The terms and provisions of this MOU may be amended and modified only by mutual written agreement of the parties and signed by each Participant's authorized signatory.
10. 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.
11. The parties shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to all parties as the result of any of the following: the legislature or the governor fail to appropriate funds sufficient to allow continued participation in the agreement; the funds are de-appropriated or not allocated; there is 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.

Page three, cont.
Tooele Program MOU

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

James A. Welch
By: James A. (Andy) Welch, County Manager

Date: 6/10/22

Gary K. Dalton
Gary K. Dalton, Director
Tooele County Department of Human Services

Date: May 3, 2022

Approved As To Form

Colin Winchester
Colin Winchester, Deputy County Attorney

Date: 04/25/2022

Boys and Girls Club of Greater Salt Lake (Tooele Program)

President/CEO


Date: _____

cc: MOU BGC

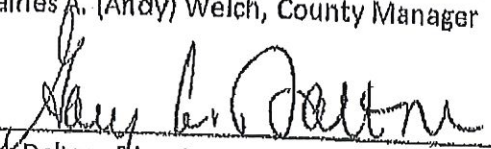
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Tooele County

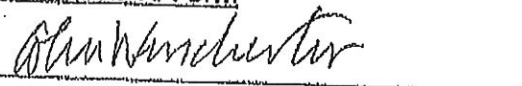

By: James A. (Andy) Welch, County Manager

Date: 6/10/22


Gary K. Dalton, Director
Tooele County Department of Human Services

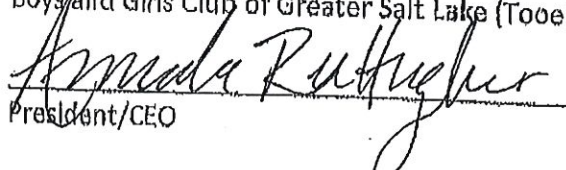
Date: May 3, 2022

Approved As To Form


Collin Winchester, Deputy County Attorney

Date: 04/25/2022

Boys and Girls Club of Greater Salt Lake (Tooele Program)


Armanda Ruffner
President/CEO

Date: 6-14-2022

cc: MOU BGC