



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: 12-31-2023

Grant
With County Match

Contract
More than 1 yr.
Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ 7,500.00

Item Title: Provision of Legal Services (Utah Legal Services) - Human Services

Please answer the who? what? when? why?

Human Services manages the following Memorandum of Understanding (MOU) on behalf of Tooele County with Utah Legal Services. They are one-year agreements requiring a county match that is built into the totals. This is for education, consultation, and legal services to qualifying adults from Tooele County who need to resolve landlord/tenant issues and civil complaints.

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

**Memorandum of Understanding
Between
Tooele County Human Services (DHS)
And
Utah Legal Services, LLC (ULS)**

WHEREAS Tooele County through its Department of Human Services (DHS hereafter) is desirous of engaging in the provision of legal services of a civil nature for qualified adults; and

WHEREAS Tooele County has received Social Services Block Grant (SSBG) funding for said purposes, and

WHEREAS Utah Legal Services, LLC, (ULS hereafter) is willing and able to carry out said civil legal services for qualified adults,

NOW THEREFORE, the Parties to this agreement stipulate as follows:

1. For the period of July 1, 2022 through December 31, 2023, ULS will provide education, consultation, and legal services to qualifying adults from Tooele County who are in need of resolving landlord/tenant issues and civil complaints.
2. ULS during the same time may receive additional funding from Tooele County's Division of Aging and Adult Services in an amount to be determined for elderly civil services.
3. ULS will maintain a reporting system for the collection of data detailing the number of individuals served, ages what services are offered, and any outcomes achieved. This report will be generated by June 15, 2023 and provided to the DHS.
4. DHS will provide ULS \$7,500 for the conduct of their business and activities of a legal nature. Funds may be used for legal service activities. Billing for the \$7,500 will be done quarterly or annually by June 30th of each fiscal year.
5. DHS will provide an annual site visit to the program and review expenditures when submitted. DHS may make unannounced visits to the program at DHS's discretion or review related files pertaining to the expenditure of funds or resolution of cases.
6. ULS will maintain data in a manner that will protect the confidentiality of the information and records of individuals receiving services.

7. Each party participating in this MOU agrees to defend, indemnify, and hold 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 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. Tooele County as a government agency retains 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.
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 governor 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]

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

Tooele County Manager

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

Date: 6/8/22

Tooele County Human Services

Gary K. Dalton
Gary K. Dalton, Director

Date: May 3, 2022

Approved As To Form:

Colin Winchester
Colin Winchester, Deputy County Attorney

Date: 04/25/2022

Utah Legal Services, LLC

Anne Milne

Date: May 3, 2022

By: Anne Milne

Title: Executive Director