



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: \$19,375.00

Item Title: Sheltering Services for Domestic Victims (Pathways Shelter) - 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 Pathways Domestic Violence Shelter. They are one-year agreements requiring a county match that is built into the totals. This is for Pathways to carry out sheltering services for domestic violence victims.

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

FY-23
PATHWAYS

Memorandum of Understanding
Between
Tooele County Human Services
And The
Tooele Community Resource Center (TCRC-DV)
For Its
Pathways Domestic Violence Shelter

WHEREAS Tooele County through its Department of Human Services (DHS hereafter) is desirous of engaging in the provision of case management and sheltering services for domestic violence victims; and

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

WHEREAS the Tooele Community Resource Center (TCRC-DV) is willing and able to carry out said case management and sheltering services for domestic violence victims.

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

1. For the period of July 1, 2022 through June 30, 2023, TCRC-DV will provide case management and sheltering services to victims of domestic violence through its Pathways program.
2. The parties will consult with one another to define appropriate programming for the Pathways program.
3. TCRC-DV will maintain a reporting system for the collection of data detailing the number of clients served, client demographics, and what services were offered, and any outcomes achieved. This Program Report will be generated by June 15, 2023 and provided to DHS.
4. HS will provide TCRC-DV \$19,375 for the conduct of Pathways program business and activity expenses for fiscal year 2023. Funds may be used for staffing, current expense, shelter and activity expenses. Billing invoices may not exceed \$19,375 in total and will be submitted to DHS annually by June 15, 2023.
5. DHS will provide an annual site visit to the TCRC-DV Pathways program to review program and financial records. DHS may make unannounced visits to the program at DHS discretion.
6. TCRC-DV 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 its 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 expressly retain 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 Participants' 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 actions 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 changed by the legislature or the governor or the Tooele County Council are substantially modified.

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TCRC-DV 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. (Andy) Welch
James A. (Andy) Welch, County Manager

Date: 6/8/22

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

Date: May 3, 2022

Approved As To Form:

Colin Winchester
Colin Winchester, Deputy County Attorney

Date: 04/25/2022

Friends of Switchpoint dba/ Tooele Community Resource Center

David Dangerfield
David Dangerfield, Board Chairman
Friends of Switchpoint/TCRC

Date: May 4, 2022

File: TCRC-DV MOU