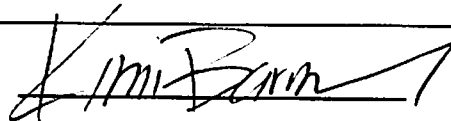


Municipal Services District (MSD): MSD Board of Trustees Agenda Item Request Form

Date Received (office use)	
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Date of Request	May 3, 2016
Requesting Staff Member	Russ Wall
Requested Council Date	May 10, 2016
Topic/Discussion Title	Magna Kearns Youth Court
Description	Office of Townships Services, CJAC, Youth Services, and Library Services have created a Memorandum of Understanding to support the Magna Kearns Youth Court.
Requested Action¹	Approve budget adjustment.
Presenter(s)	Jared Steffey
Time Needed²	5 minutes
Time Sensitive³	no
Specific Time(s)⁴	no
Contact Name & Phone	Jared Steffey x 87056
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	Attached is a copy of the MOU

MSD General Manager approval:



¹ What you will ask the MSD Board of Trustees to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

REQUEST FOR INTERIM/JUNE/YEAR-END BUDGET ADJUSTMENT

Executive Summary

Reference No: 5023000002	For Fiscal Year: 2016
Requesting Organization: 50230000 UNINCOR MUN SVCS	Date of Request: 3-May-16
Budget Adjust Type(s): New Initiative	One Time Change (Y or N): Y
	If No, next year's impact: \$0
	Net FTE Change: 0.00

Description and Justification:
Magna Kearns Youth Court: Funding of the Magna Kearns Youth Court per MOU (see attached).

Fund Impact

SUMMARY OF FUND IMPACT BY FUND	
FUND:	235 UNINCORP MUNICIPAL SERVICES FUND
Fund Impact (Budgetary)	\$0
Fund Impact (Transfers)	\$0
TOTAL FUND IMPACT	\$0

SUMMARY OF CNTY FUNDING IMPACT BY DEPT				
DEPT	REVENUE	EXPENSE	BAL SHEET	CNTY FUNDING
TOTALS	0	0	0	0

Approvals

Division Director: _____	Date:	_____
Dept. or Elected Fiscal Mgr: <u>[Signature]</u> <u>[Signature]</u>	Date:	<u>5-8-16</u> <u>5-3-16</u>
Dept. Dir. or Elected Official: <u>[Signature]</u> <u>[Signature]</u>	Date:	<u>5/3/16</u> <u>5/3/16</u>
Facilities Division Director: <i>(Capital Projects Only)</i>	Date:	_____
Chief Financial Officer: <u>[Signature]</u>	Date:	<u>5/4/16</u>
Approve X		
Mayor or Designee: <u>[Signature]</u>	Date:	<u>5-5-16</u>
Approve		
Council Action: _____	Date:	_____
Approve		



Ralph Chamness
Chief Deputy
Civil Division

Lisa Ashman
Administrative
Operations

SIM GILL
DISTRICT ATTORNEY

Jeffrey William Hall
Chief Deputy
Justice Division

Blake Nakamura
Chief Deputy
Justice Division

April 12, 2016

Beth Graham
Salt Lake County Townships
2001 South State Street N3-600
Salt Lake City, UT 84190

RE: Magna/Kearns Youth Court MOU

Dear Beth:

Enclosed please find the above referenced Agreement, approved as to form by this office. I am forwarding it to you for further processing.

If you have any questions or concerns, please feel free to contact me by phone at 385.468.7819 or by email at adlane@slco.org.

Respectfully,



Angela D. Lane
Deputy District Attorney

MEMORANDUM OF UNDERSTANDING

Between

SALT LAKE COUNTY TOWNSHIP SERVICES; SALT LAKE COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL; SALT LAKE COUNTY YOUTH SERVICES; AND SALT LAKE COUNTY LIBRARY SERVICES

For

THE MAGNA/KEARNS YOUTH COURT PROGRAM

This Memorandum of Understanding ("MOU"), entered into this _____ day of _____, 2016, sets forth the terms and understanding between Salt Lake County's Office of Township Services ("Township Services"); Salt Lake County's Division of Youth Services ("Youth Services"); Salt Lake County's Division of Library Services ("Library"); and Salt Lake County's Criminal Justice Advisory Council ("CJAC"), on behalf of its Regional Gang Reduction Partnership, for the implementation, management, and oversight of the Magna/Kearns Youth Court program ("Youth Court").

RECITALS

WHEREAS, pursuant to UTAH CODE § 78A-6-1201 *et seq.*, youth courts may be established by a sponsoring entity for the purpose of providing an alternative disposition for cases involving juvenile offenders in which youth participants, under the supervision of an adult coordinator, may serve in various capacities within the courtroom and exercise authority over the disposition of certain juvenile cases; and

WHEREAS, CJAC desires to sponsor a youth court program, and, through its Gang Reduction Partnership, has created a subcommittee ("Advisory Board") to fulfill CJAC's responsibilities pursuant to the statute; and

WHEREAS, pursuant to UTAH CODE § 78A-6-1209, the sponsoring entity is responsible for overseeing the formation of the Youth Court, providing assistance with the application for certification for the Advisory Board, and providing assistance for the training of Youth Court members; and

WHEREAS, CJAC, through its Advisory Board, has obtained certification for the Youth Court, is able and willing to provide the above services, and is willing to provide all other implementation, management, and oversight services for the Youth Court; and

WHEREAS, various County agencies desire to provide resources and services to assist the creation and development of the Youth Court; and

WHEREAS, CJAC, through its Advisory Board, desires Township Services to provide the following services: (1) fund one temporary employee to serve as the Magna/Kearns Youth Court Coordinator; (2) fund training for Youth Court panelists; and (3) fund the dispositions and necessary court supplies for the program; and

WHEREAS, Township Services has funds within its budget authorized for this purpose and desires to use these funds for the above purposes; and

WHEREAS, the Parties agree that Youth Services shall provide adequate vans for transportation purposes for the program; and

WHEREAS, the Parties agree that Library will provide a location for Youth Court activities and supervision of the Magna/Kearns Court Coordinator; and

WHEREAS, the Parties find this MOU to be in the best interest of the public, as the Youth Court will assist in preventing juvenile crime, reducing juvenile court backlogs, empowering youth as stakeholders in their community, teaching youth public speaking and leadership skills, allowing restitution for damages, improving community confidence in youth, and creating youth community connections through service and skill building; and

WHEREAS, the Parties desire to enter into this MOU to set forth their respective duties and obligations in implementing, managing, and overseeing the Youth Court.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained within this MOU, the Parties mutually agree as follows:

- 1. Township Services' Responsibilities. Township Services will provide the following resources and services:**
 - A. Township Services will pay the expenses for a temporary employee to serve as the Magna/Kearns Youth Court Coordinator, for up to ten hours per week at twelve dollars an hour. This temporary employee will be classified as a temporary employee in Township Services, but supervised and housed by the Library as provided in Paragraph 3 of this Agreement. For this temporary employee, Township Services will pay a total amount of not to exceed Four Thousand Six Hundred Forty Four Dollars (\$4,644.00).**
 - B. Township Services will pay the following Youth Court expenses, the total of which shall not exceed Six Thousand Dollars (\$6,000.00):**
 - i. Expenses associated with training for youth court panelists, including but not limited to: training conferences, training supplies,**

transportation, meals, and facilities fees, in an amount not to exceed Three Thousand Five Hundred Dollars (\$3,500.00).

- ii. Expenses associated with dispositions, including the fees paid by the court and public transportation costs, in an amount not to exceed Five Hundred Dollars (\$500.00). The amount of these dispositions, up to this specified limit, will be determined by the Magna/Kearns Youth Court Coordinator and family disclosures.
- iii. Expenses for court supplies, including incidentals and refreshments, in an amount not to exceed Two Thousand Dollars (\$2,000.00). These court expenses include but are not limited to, the following: logo table skirts, shirts for teen panelists, postage, background checks, and occasional meals or refreshments at volunteer trainings.

- C. Township Services will electronically enter the reported hours of the temporary employee after receipt of time report from the Library.
- D. Township Services will supply a P-card allocation number to CJAC, through its Advisory Board, for the purchase of the above training and dispositions expenses and court supplies. Parties agree that the Youth Court expenses will be paid by using the Library's P-Card, but use the P-card allocation number from Township Services to pay for the above-costs.

2. Youth Services Responsibilities. Youth Services shall provide adequate vans as needed and as available to use for the transportation needs of the Youth Court.

3. Library's Responsibilities. The Library shall provide the following services:

- A. A space in the Library's facilities to host activities associated with the Youth Court program.
- B. A workspace for and supervision of the Magna/Kearns Youth Court Coordinator, whose responsibilities includes management of data entry and case files; coordinating intake process; coordinating adult advisors; scheduling hearings; tracking disposition completion; and maintaining current disposition paperwork. As part of its supervision of the Magna/Kearns Youth Court Coordinator, the Library will send to Township Services a time card for reported hours each pay period in ample time for Township Services to enter hours onto the payroll for that pay period.
- C. Use of the Library's P-card for costs, although the expenses will be allocated as provided in Paragraph 1.D. of this Agreement.

4. **CJAC's Responsibilities.** CJAC, through its Advisory Board, will provide all other services for the implementation, management, and oversight of the Youth Court. This includes, but is not limited to, oversight of court operation, including directing the court coordinator, recruitment campaigns for volunteers, recruitments of disposition options, publicity, and direction of training for volunteers, as well as making policy and procedural decisions,.

A. CJAC, through its Advisory Board, is responsible for overseeing the Youth Court's adult volunteers, whose responsibilities include: completing intake process, overseeing hearings, participating in post-hearing advisor meetings with referred youth's parents and teen mentors, and disposition checkups.

B. CJAC, through its Advisory Board, agrees that other County agencies provided herein are responsible only for the services provided in this Agreement and is in nowise responsible for any other services or expenses, including but not limited to any services or expenses related to the implementation, management, and oversight of the Youth Court.

3. **Term.** This MOU shall be effective upon execution and shall terminate December 31, 2016 ("Term").

4. **Termination.** The Parties agree this Agreement may be terminated (with or without cause) by either party upon at least thirty (30) days prior written notice to the other Party.

5. **Amendments.** This MOU may be modified, but only by an instrument in writing signed by all of the Parties.

6. **Representatives.** The Parties designate the following representatives to administer this MOU. Any notice required hereunder shall be deemed sufficient, if given in writing to the Parties' designated representatives.

Township Services:

Russ Wall
Intérim Director
Salt Lake County Township Services
2001 S. State Street, N3-200
Salt Lake City, UT 84190

CJAC:

Moises Prospero
Regional Gang Program Manager
Salt Lake County CJAC
2001 S. State Street, Suite N4-400
Salt Lake City, Utah 84190

Youth Services:

Pat Berckman
Division Director
Salt Lake County Youth Services
2001 S. State Street, N3-200
Salt Lake City, UT 84190

Library Services:

Jennifer Fay
Kearns Library Manager
Salt Lake County Library Services
5350 South 4220 West
Salt Lake City, UT 84118

7. Governmental Immunity. County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this MOU shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

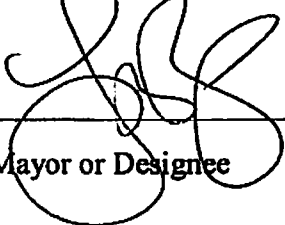
8. Relationship of the Parties. Nothing contained in this MOU shall constitute or be construed to create any partnership or agency relationship between the Parties, or to create any new entity.

9. Entire Agreement. This MOU contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid.

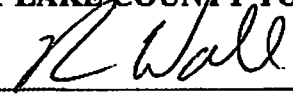
[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on date and year specified above.

SALT LAKE COUNTY

By: 
Mayor or Designee

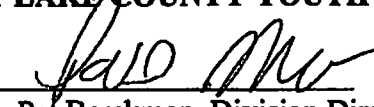
SALT LAKE COUNTY TOWNSHIP SERVICES

By:  Date: 4/12/16
Russ Wall, Acting Director

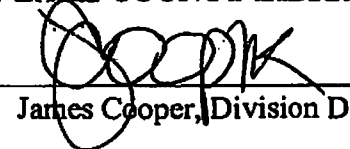
SALT LAKE COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL

By:  Date: 4/19/16
Michael Gallegos, Acting Director

SALT LAKE COUNTY YOUTH SERVICES

By:  Date: 4/18/16
Pat Berckman, Division Director

SALT LAKE COUNTY LIBRARY SERVICES

By:  Date: 4-22-16
James Cooper, Division Director

Approved as to Form and Legality:

By:  Date: 04/12/2016
Angela D. Lane,
Deputy District Attorney