

**MEMORANDUM OF UNDERSTANDING**  
BY AND BETWEEN  
WEBER COUNTY CORPORATION  
AND  
WEBER HUMAN SERVICES FOUNDATION

**A. Parties:**

This agreement (MOU), effective as of the date of execution below, is made by and between Weber County Corporation (Weber County) and Weber Human Services Foundation (Foundation), hereinafter collectively referred to as "Parties".

**B. Purpose of the MOU:**

This MOU is entered into to ensure compliance with funding received by the Foundation for services to be provided by the Weber County Center of Excellence (Center of Excellence).

**C. Background:**

The Foundation received a \$100,000 donation (Donation) from The Church of Jesus Christ of Latter Day Saints (Donor). The Donation was directed by the Donor for use by the Center of Excellence to enhance their services to people suffering from intergenerational poverty.

**D. Provisions of Agreement:**

The Foundation will pass the Donation through to the Center of Excellence in one lump sum payment to provide services directed by the Donor.

Weber County agrees to:

1. Provide services by and through the Center of Excellence as required by the Donor, as long as
  - a. the required services are consistent with the authority and overall purpose of the Center of Excellence and
  - b. the Donation covers the costs of such services.
2. Provide an accounting of the use of the Donation on a semi-annual basis to the Foundation; and
3. Reimburse the Foundation if any part of the Donation is required to be returned to the Donor.

**E. Points of Contact:**

Weber Human Services Foundation  
Summer Williams  
Foundation Director  
summerw@weberhs.org

Weber County Center of Excellence  
Melissa Freigang  
Director, Prosperity Center of Excellence  
mfreigang@co.weber.ut.us

**F. Term of the MOU:**

The term of this MOU shall remain effective until the Donation is depleted or the Donation is otherwise no longer available for use by the Center of Excellence as established in this MOU.

**G. Termination:**

This MOU may be terminated by written mutual consent of both Parties. This MOU automatically terminates if any of the term-ending conditions described in Section F of this MOU are met.

**H. Modification or Amendment:**

This MOU may be modified or amended by written mutual consent of the Parties.

**I. Indemnity:**

The Parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this MOU shall be construed as a waiver by either or both Parties of any rights, limits, protections or defenses provided by the Act. Nor shall this MOU be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this MOU is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these Parties.

**J. Assignment:**

The Parties may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this MOU, in whole or in part, without the prior written approval of the other party.

**K. Waiver:**

A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

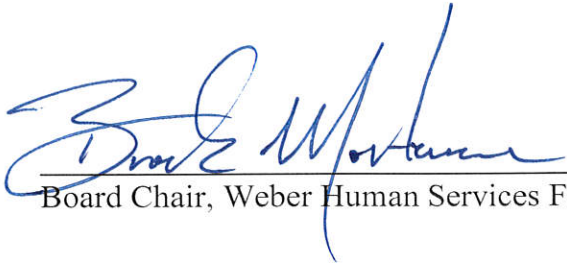
**L. Severability:**

The invalidity or unenforceability of any provision, term, or condition of this MOU shall not affect the validity or enforceability of any other provision, term, or condition of this MOU, which shall remain in full force and effect.

**M. Entire Agreement:**

This MOU constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

*Signatures are on the following page.*

  
Board Chair, Weber Human Services Foundation

3/10/21  
Date

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By:  
\_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioners' votes:

Commissioner Harvey \_\_\_\_\_  
Commissioner Froerer \_\_\_\_\_  
Commissioner Jenkins \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

\_\_\_\_\_  
Date