

DRAFT 32.0

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BETWEEN SHELTER THE HOMELESS, INC. AND SANDY CITY**

This Amended and Restated Memorandum of Understanding (“MOU”) is entered into by and between Sandy City, a political subdivision of the State of Utah, hereinafter referred to as “the City,” and Shelter the Homeless, Inc., hereinafter referred to as “STH” (collectively, “the Parties”).

RECITALS

WHEREAS, STH has petitioned for an amendment to Title 21, Land Development Code, Chapter 37, Definitions, Section 21, “T” Definitions, Subsection 15, Transitional Housing Facility; and

WHEREAS, the Planning Commission has approved a Conditional Use Permit (CUP07282023-006576) for Transitional Housing Facility located at 8955 S Harrison Street, incorporating fifteen conditions, including operational requirements and review mechanisms; and

WHEREAS, the intent of this MOU is to supplement the Conditional Use Permit and provide additional context, clarified definitions, and elaborated terms governing the Parties’ relationship and obligations.

WHEREAS, the Parties entered into that certain Memorandum of Understanding dated October 9, 2023, which was approved by executed which sets forth the Parties’ mutual understandings and commitments relating to the operation of a transitional housing facility and associated programs; and

~~WHEREAS, pursuant to Section 2.2 of the Memorandum of Understanding, the Parties have worked together to collaborate, in good faith to assess the need for additional or different medical services, including expanded hours of operation and clinical staffing levels, nursing coverage after hours and on weekends and the potential deployment of a full time emergency medical technician, and in doing so The Parties have evaluated and refined the scope and level of medical services in light of operational experience, service utilization, and funding availability, and considering the practical and fiscal burden that additional service requirements have placed upon Sandy City, noting that provides a partial offset for these expenses, its emergency medical services, and other municipal resources; and~~

~~(Second option for the paragraph above)~~ WHEREAS, Pursuant to Section 2.2 of the MOU, the Parties continue to collaborate in good faith to assess medical service needs, such as staffing and hours. By evaluating operational data and funding, the Parties continue to refine these services to balance community needs with the fiscal impacts on Sandy City’s public safety, emergency medical services and other municipal resources, as supported in-part by the Homeless Shelter Cities Mitigation Fund.

NOW, THEREFORE, the Parties now desire to amend and restate the Memorandum of Understanding as follows; ~~in consideration of the foregoing, the Parties hereby set forth their understanding as follows:~~

Section 1: Definitions and Eligibility Criteria for MVP Program

1.1 Definitions. The term “Medically Vulnerable People” (“MVP”) is defined as either:

- (a) Individuals who are age 62 or older; or
- (b) Individuals who have significant underlying health conditions (such as kidney failure, heart conditions, cancer, immune compromised) or in need of recuperative care, as attested to by a medical provider.

1.2 Eligibility Limitations. STH shall not accept participants who do not meet the definition stipulated in Section 1.1.

Section 2: Medical Personnel Staffing Requirement

2.1 Engagement of Qualified Medical Professionals. STH will, through its partnership with the Fourth Street Clinic, provide comprehensive health care, including primary care, care coordination, and medical case management to the participants in the MVP Program. In addition to providing quality medical care to the participants in the MVP program, these services will focus on mitigating the exigencies for resorting to emergency 911 services and on optimizing the prudent allocation of Emergency Medical Services resources within the City through prevention, early intervention, appropriate non-emergent transportation to the ER/hospital, consistent engagement, and adequate follow-up care. Specifically, STH, through its partnership with Fourth Street Clinic, will provide the following services:

- (a) One full-time registered nurse on-site. During normal business hours, Monday through Friday, this nurse will perform triage and provide medical care within standing protocols and procedures, as outlined by Fourth Street Clinic’s Medical Director. Participants in the MVP program will have care plans that are developed by a medical provider (i.e. doctor, physician assistant, or nurse practitioner) and monitored by the nurse to ensure individuals remain stable and problems are identified early and are able to be addressed quickly. To ensure that overnight and weekend issues are addressed quickly, patients of Fourth Street Clinic will have access to an after-hours on-call medical provider. The on-call provider will review the patients’ care plan and assist in accessing higher levels of care, when necessary
- (b) Four full-time certified case managers on staff. Case managers will have on-site daily interactions with the participants of the MVP program and will assist the participants with a wide range of medical team-oriented care, including: (1) scheduling appointments; (2) arranging for transportation to medical appointments and for non-emergency ER/hospital visits; (3) securing higher level-of-care placements when

necessary; (4) coordinating hospital discharge processes; (5) managing care plans; and (6) tracking participants' progress.

~~(c) A mobile medical clinic ("MMC") will be on site at least one day per week. The MVP health clinic will be staffed at least one day per week.~~ The MVP health clinic MMC will be staffed with (1) a medical provider (i.e., a doctor, physicians' assistant, or nurse practitioner); (2) a medical assistant; and (3) a care coordinator. These medical personnel will provide primary care to the participants in the MVP program, including (1) treating a wide range of urgent and non-urgent care needs; (2) performing point-of-care testing (COVID, flu, diabetes, HIV, urinalysis); (3) providing ultrasound services; (4) providing EKG testing; (5) performing standard-vitals testing; (6) performing laboratory blood draws; (7) prescribing needed medications (which can be delivered on a same-day or next-day basis); and (8) making referrals to specialists.

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2.2 Additional Resources. STH and the City will work together in good faith to assess the need for additional or different medical services, such as expanded nursing coverage after-hours and on weekends, or a full-time EMT. The City acknowledges that STH cannot commit to provide additional services unless funding becomes available for such services.

Section 3: Security

3.1 Contracted Security Services: STH contracts with a third-party security company to provide security services to all facilities that it operates. STH shall maintain a minimum of one security guard on-site 24 hours a day, 7 days a week. Such security guard(s) will conduct interior and exterior visual inspections of the facility, monitor the security footage, and provide additional support to the staff on an as-needed basis.

3.2 Additional Security Guard(s): STH has secured funding sufficient to hire a second security guard through June 30, 2024. Accordingly, when STH initially opens the Facility, STH shall maintain a second security guard on-site 24 hours a day, 7 days a week, until at least June 30, 2024. STH and the City will work together in good faith to assess the appropriate level of security staffing after June 30, 2024. The City acknowledges that STH cannot commit to more than one security guarding after June 30, 2024, unless funding becomes available for such services.

3.3 Security Cameras: STH shall install and maintain interior and exterior surveillance cameras at strategic locations around the facility to monitor and record activities within the premises in accordance with applicable laws and regulations. STH staff and the contracted security guard(s) will monitor the video footage in real time. Upon request, STH will provide the Sandy City Police Department with access to the video recordings and/or the real-time video feed, for the purposes of investigations, crime prevention, and public safety operations.

3.4 Entry Protocols: STH, through its partnership with The Road Home, will operate the Facility with a single point of entry/exit, with all other exterior doors serving as emergency

exits only, and will sound an alarm if opened. At least one staff member will always be present to monitor the single point of entry/exit. At intake, participants will sign an expectations document, acknowledging that they will not be allowed to bring prohibited items into the facility. The City acknowledges that STH is still developing the final prohibited items to be used at the Facility. The current draft of the prohibited items list is attached as Exhibit A, but the parties acknowledge and agree that the list is not intended to be exhaustive, and that STH may revise the list from time-to-time based on experience at the Facility. Upon entry or re-entry to the facility, all participants will be subjected to bag searches and metal detection (via wand) to ensure that no prohibited items enter the facility. No visitors will be allowed in the participants' rooms.

3.5 Coordination with Police. STH, through its partnership with The Road Home (the Facility operator) will hold weekly meetings with the on-site private security contractor to discuss any security concerns and to review calls for police services in order to determine optimal resource utilization. STH will provide the Sandy City Police Department with a standing invitation to these meetings. Staff from The Road Home and STH will communicate with representatives from the Sandy City Police Department regularly, with the goal to reduce calls to the Facility.

Section 4: Staffing and Incident Management

4.1 Staff Training. STH, through its partnership with The Road Home, will ensure that Facility staff are trained in first aid, motivational interviewing, trauma-informed care and best practices when dealing with MVP participants. Every member of the case management team will be certified by the State of Utah.

4.2 De-Escalation. Facility staff will receive training on trauma-informed de-escalation upon hire and will receive ongoing re-training. When MVP participants engage in unacceptable behavior, Facility staff will employ de-escalation tactics. In instances where additional support is needed or any threat to the safety or well-being of others is perceived, The Road Home staff will collaborate closely with the on-site security staff and when necessary, with the Sandy City Police Department.

4.3 Staffing Levels. STH, through its partnership with the The Road Home, will have the following staffing in place:

- (a) Twenty full-time employees to cover supervision and 24/7 coverage of the single entry/exit point, property management, and resident support including regular building rounds and room inspections; and
- (b) Eleven full-time employees for cleaning, repair, maintenance, room turnover, laundry, etc.; and
- (c) Eight full-time employees to provide supervision and housing-focused case management; and
- (d) Additional administrative support for data, technology, grant management, fundraising, human resources and more.

The City acknowledges that the staffing levels described above are subject to available funding. STH will use its best efforts to ensure that funding remains available to support the staffing levels described above.

Section 5: Public Outreach

5.1 Town Hall Meetings. Before the end of the year, STH shall coordinate with the City Council Office to host three informational events aimed at educating the public about the facility's operational plans and resident selection procedures. Among other things, STH shall provide FAQ handouts and address the top five commonly asked questions through individual posters manned by staff members. STH shall, as necessitated and upon reasonable request by the City, participate in other public forums, or community outreach initiatives. The scope and nature of this participation shall be mutually agreed upon by both Parties to ensure alignment with the objectives and community engagement policies set forth by the City.

5.2 Content Creation Assistance. STH undertakes to assist, upon reasonable request, in the generation and preparation of informational and promotional content for dissemination through the City's authorized social media channels. Such content shall be mutually agreed upon and shall be in accordance with the objectives and guidelines set forth by the City, to effectively communicate matters of public interest associated with the facility and its operations.

Section 6: Relationship to Conditional Use Permit

This MOU is expressly designed to serve as a supplement to, and not a modification of, the existing Conditional Use Permit, and will be subject solely to the enforcement provisions applicable to the CUP. No terms herein shall alter, amend, or revoke any conditions of the Conditional Use Permit.

Section 7: Voluntary Acceptance of Terms

By entering into this MOU, both Parties affirmatively acknowledge and voluntarily consent to adhere to the terms, conditions, and stipulations herein.

Section 8: Material Compliance

The parties acknowledge and agree that strict compliance with the commitments expressed herein may be interrupted from time-to-time due to funding limitations, unexpected staff turnover, or other causes beyond the parties' control. Neither party will be deemed in breach of this MOU so long as the party is substantially in compliance with the MOU, and exercising good faith efforts to comply.

Section 9: Communication with Sandy City

The parties acknowledge and agree that regular communications between STH, the Sandy City Mayor's office, and the Sandy City Council are essential for the success of the Facility.

Accordingly, the parties shall establish ongoing communications protocols to ensure timely and consistent communications. ~~To that end, for the first year of Facility operations, STH will provide quarterly bi-annual updates to the Sandy City Council at meetings to be scheduled by the Sandy City Council. Thereafter, each calendar year STH shall provide at least two in-person reports at a City Council meeting, one mid-year report and one end-of-year report, unless and until the City Council and STH agree to decrease the frequency or cease the reporting requirement.~~ STH shall respond to all reasonable requests for information and requests for additional meetings from the Mayor and the City Council.

Section 10: Non-Transferability and Assignment Limitations

Neither this MOU nor any rights or obligations hereunder shall be transferred or assigned without the prior written consent of all Parties, which shall not be unreasonably withheld.

Dated this ____ day of _____, 202~~6~~3.

SANDY CITY


By: _____

Dated this ____ day of _____, 202~~6~~3.

SHELTER THE HOMELESS, INC.

By: _____
Laurie Hopkins, Executive Director

EXHIBIT A – Prohibited Items List (DRAFT)



242 West Paramount Avenue || Salt Lake City, Utah 84115

October 2023

Prohibited Items
Operators will not allow items into the MVP that may be used in a manner to cause serious bodily injury. The prohibited items list will be reviewed with clients upon intake and will be posted visibly throughout the facility.

Work tools and any other items, which may be used in a manner that could cause serious bodily injury, must be checked into facility storage before the client is allowed into other areas of the shelter.

Standardized Restricted Items List
This list is subject to change at any time.

Not allowed in the building:

- Guns, stun guns, tasers, paintball guns, toy guns
- Knives over 6", swords, spears |
- Brass knuckles
- Martial art weapons
- Clubs/sticks/staves/plumbing pipes/tubing
- Alcohol, flasks, open containers with unknown content
- Illegal substances & drug paraphernalia (pipes, scales, etc.)
- Aerosol cans with toxic substances
- Medication NOT prescribed to [you](#)
- OTC medications not in the original bottle/packaging, including loose [pills](#)
- OTC items containing alcohol (Mouthwash, sanitizers, cough syrups, food extracts of any size, etc.) larger than travel [size](#)
- Hot plates/Cooking devices/Electrical household items. Medical related are [OK](#)

Items that can be held until check-out:

- Tools (Items required for trade work, i.e., hammer, wrenches, heavy flashlight, etc.)
- Pocket knives up to 6", scissors, razors
- Prescribed medications requiring refrigeration and unopened syringes for medical [need](#)
- Sports equipment (golf clubs, bats, CO2 cartridges, etc.)
- Camping equipment (Hatchets, tent spikes, poles, ropes, etc.)
- Pepper spray and mace
- Torches and butane or lighter fluid
- Extension cords
- Cameras, webcams, go-pro, drones, etc.

Please Note: This is not meant to be a comprehensive list of prohibited items requiring check-in. MVP staff and security personnel are fully authorized to make determinations regarding such items on a case-by-case basis.

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