AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Intergovernmental Agreement between the Board of County Commissioners of the County of Gunnison, Colorado and the Board of County Commissioners of the County of Hinsdale, Colorado Regarding the Provision of Human Services to the Residents of Each County

Action Requested:

Parties to the Agreement: Gunnison and Hinsdale Counties

Term Begins: 1/1/14 **Term Ends:** **Grant Contract #:**

Summary:
Reviewed and updated agreement with Hinsdale BOCC.

Fiscal Impact: Hinsdale pays their portion of MOE consistent with the proposed budget

Submitted by: R. Brown **Submitter's Email Address:** Rbrown@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This is the same IGA as has been approved for several years. Hinsdale County also pays a portion of the county administration allocation County-only portion as both Gunnison and Hinsdale county admin allocations are combined at the State level. For an overall investment of approximately $33,000 to $35,000, Hinsdale County has a full-service DHS. --M Eden 1/9/2014

Reviewed by: GUNCOUNTY1\BCOWAN Discharge Date: 1/9/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 1/10/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 1/14/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 1/21/2014 Follow Up Agenda Date:

Revised April 2013

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
AND
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF HINSDALE, COLORADO
REGARDING THE PROVISION OF HUMAN SERVICES TO THE RESIDENTS OF EACH COUNTY

This Intergovernmental Agreement is made effective on the 1st day of January, 2014, between the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter "Gunnison County") and the Board of County Commissioners of the County of Hinsdale, Colorado, (hereinafter "Hinsdale County") as follows:

WHEREAS, Gunnison County and Hinsdale County formed a Welfare District effective February 1, 1966 for the administration of public welfare programs; and

WHEREAS, Gunnison County and Hinsdale County agree on the administrative structure and operation of the Welfare District; and

WHEREAS, Gunnison County and Hinsdale County desire to continue this arrangement; and

WHEREAS, with the passage of time, Gunnison County and Hinsdale County feel it to be in the pubic interest to execute an Intergovernmental Agreement which reflects the current administrative structure and operation of Human Service programs within the District.

NOW, THEREFORE BE IT RESOLVED, in consideration of their mutual covenants, the parties agree as follows:

I) That the operation of Human Service programs of both counties be conducted by the Gunnison/Hinsdale County Department of Health and Human Services (hereinafter the "Department");

2) Director and other employees are employees of Gunnison County. The Board of County Commissioners of the County of Gunnison, Colorado has sole authority for any personnel actions;

3) The Department is under the administration of the Gunnison County Manager;

4) That a Gunnison/Hinsdale Board of Human Services is established to provide policy direction to the Department per Colorado Statutes;

5) That the Gunnison/Hinsdale Board of Human Services is composed of one or more Commissioners from Hinsdale County and all of the Commissioners of Gunnison County;

6) That Hinsdale County shall pay its fair share of program cost on a quarterly basis in accordance with the following guidelines and in accordance with the attached Contract budget, attached hereto and incorporated herein as Exhibit A:

   a) Hinsdale County will pay the county's net share of any assistance or service cost paid by Gunnison County for Hinsdale County cases. The net County share of assistance payments is defined as: Total cost of assistance payments less reimbursements from State and Federal Grants and from refunds of the county portion of benefits previously paid.

   b) Portions of staff salary costs based on an allocation of time in areas of Administration, Child Support Enforcement, Child Care, Colorado Works and Child Welfare.

7) The term of this Agreement shall be from January 1, 2014 through December 31, 2014. This agreement will be automatically renewed on an annual basis unless terminated in writing as set forth below.

8) Any party may terminate this agreement by giving 60 days written notice to the other party. Termination may occur at any time.

9) Modifications of Agreement. Any modifications to this Intergovernmental Agreement shall be in writing and signed by all parties.

10) Assignments. This Intergovernmental Agreement shall be binding upon the parties hereto, their successors, heirs, legal representatives, and assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the parties.

11) Resolutions of Disagreements. If a problem or disagreement should occur, the Director of the Department and the Gunnison County Manager will be notified immediately. The Gunnison County Manager and the Director of the Department will work diligently with Hinsdale County Officials to resolve any problems or disagreements.

12) Entire Intergovernmental Agreement. This Intergovernmental Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraph 9 herein.

13) Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Intergovernmental Agreement is for any reason held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Intergovernmental Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clause, or phrase might he declared unconstitutional or invalid.

14) Waiver of Immunities/Third-Party Liability. No portion of this Intergovernmental Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Intergovernmental Agreement be deemed to have created duty of care with respect to any persons not a party to this Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Intergovernmental Agreement as of the day, month and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF HINSDALE, COLORADO

By: _____
Cindy Dozier, Chairperson

ATTEST:

_____
Deputy County Clerk

EXHIBIT A

Hinsdale Contract 2014

Administration:		
Renee Brown Salary times 20% not reimbursed by the state times 20% share		
$121,515.00 x 20% =	$24,303.00 x 20% =	$4,860.60
Accounting Salary times 20% not reimbursed by the state		
$49,000.00 x 20% =	$9,800.00 x 20% =	$1,960.00
Misc State Forms Charges		
$0.00 =		$0.01
Overhead Costs times 20% not reimbursed by the state times 20% share		
$264,226.00 x 20% =	$52,845.20 x 20% =	$10,569.04
Total Administration Costs		**$17,389.65**
Child Support Enforcement:		
Child Support Attorney Time 1hr per month x 34% not reimbursed by the state		
$840.00 x 34% =		$285.60
Misc fees =		$0.00
Total Child Support Enforcement		**$285.60**
Child Care:		
Child Care Worker 15% Salary times 20% not reimbursed by State		
$ 5,581.00 x 20% =		$ 1,116.20
Travel	$0.00 x 20% =	$0.00
(MOE = $1,034.00)		($82.20)
Total Child Care		**$1,034.00**
Colorado Works:		
TANF Worker 5% Salary times 20% not reimbursed by State		
$ 2,282.00 x 20% =		$ 456.40
MOE	$3,178.00	$2,721.60
Total Colorado Works		**$3,178.00**
Child Welfare:		
Child Welfare Supervisor 20% Salary times 20% not reimburse by the state		
$16,958.00 x 20% =		$3,391.60
Case Worker 4% Salary time 100% CW Allocation		
$2,954.00 x 0% =	$0.00	$0.00
Case Worker 10% Salary time 20% not reimbursed by the state		
$7,459.00 x 20% =		$1,491.80
Case Worker 8% Salary time 20% not reimbursed by the state		
$5,468.00 x 20% =		$1,093.60
Child Welfare Attorney Time times 20% not reimbursed by the state		
$2,000.00 x 20% =		$400.00
Travel times 20% not reimbursed by the state		
$950.00 x 20% =		$190.00
EBT times 20% not reimbursed by the state		
$4,000.00 x 20% =		$800.00
Total Child Welfare		**$7,367.00**
CORE		
CORE Case Worker 13% Salary times 20% not reimburse by the state		
$10,070.00 x 20% =		$2,014.00
Direct expenses		
		$2,014.00
AND:		
EBT times 20% not reimbursed by the state		
$250.00 x 20% =		$50.00
Total AND		**$50.00**
TOTAL CONTRACT		**$31,318.25**