AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding Regarding Provisions o

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Gunnison-Hinsdale Board of Human Services

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Attached please find the Memorandum of Understanding Regarding Legal Services with the Gunnison-Hinsdale Board of Human Services

Fiscal Impact: $98,000 expected cap on reimbursement of legal services for DHHS

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/11/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 3/1/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/11/2016

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

Agenda Date: 3/15/2016

Revised April 2015

MEMORANDUM OF UNDERSTANDING
REGARDING PROVISIONS OF LEGAL SERVICES

This Memorandum of Understanding Regarding Provisions of Legal Services, is entered into on this ____ day of March, 2016 and made effective retroactive the 1st day of July, 2014, by and between the Board of County Commissioners of the County of Gunnison, Colorado (herein called "Board of County Commissioners") and the Gunnison-Hinsdale Board of Human Services (hereinafter called "Board of Human Services").

WHEREAS, the Board of Human Services has need of legal services and advice relating to:

a) child relinquishment,
b) dependency and neglect proceedings,
c) children in need of oversight proceedings,
d) child support enforcement proceedings,
e) other juvenile and child protection proceedings,
f) adult protection proceedings,
g) administrative hearings,
h) such other legal services as may be requested from time to time by its Director; and

WHEREAS, pursuant to the direction of the Board of County Commissioners, the County Attorney and/or the Deputy County Attorney for Gunnison County has in the past provided such services and can continue to provide such services; and

WHEREAS, The Board of Human Services received such services during the State fiscal year 2014 and 2015 and desires to continue to receive such services;

NOW, THEREFORE, the Board of County Commissioners and the Board of Human Services agree and understand as follows:

1. Scope of Services. The Board of County Commissioners agrees to render legal services and advice by and through the County Attorney and Deputy County Attorney for Gunnison County to the Board of Human Services relating to:

a) child relinquishment,
b) dependency and neglect proceedings,
c) children in need of oversight proceedings,
d) child support enforcement proceedings,
e) other juvenile and child protection proceedings,
f) adult protection proceedings,
g) administrative hearings,
h) such other legal services as may be requested from time to time by its Director.

2. Term. This agreement shall commence retroactively on July 1, 2014 and shall continue to June 30, 2016. However, it is expressly understood and agreed by the parties that the Board of County Commissioners may, in its sole discretion for any reason whatsoever, terminate its obligations and those of the County Attorney and Deputy County Attorney for Gunnison County, at any time sooner than June 30, 2016, upon thirty (30) days written notice from the Board of County Commissioners to the Board of Human Services.

3. Consideration. The Board of Human Services agrees to reimburse the Board of County Commissioners, during the term of this agreement, based upon monthly billings at the rate of $91.46 per hour for the Gunnison County Attorney, $71.49 per hour for the Gunnison County Deputy Attorney and $38.37 per hour for the Paralegal in 2014; and $94.13 per hour for the Gunnison County Attorney, $74.90 per hour for the Gunnison County Deputy Attorney and $36.36 per hour for Paralegal I and $48.09 per hour for Paralegal II in 2015; and $95.04 per hour for the Gunnison County Attorney, $75.53 per hour for the Gunnison County Deputy Attorney and $36.72 per hour for Paralegal I and $48.55 per hour for Paralegal II in 2016. Reimbursement shall be paid in response to billings. Such payments shall be made by draft drawn in favor of the Gunnison County Treasurer. Billings shall be assumed to include overhead, administrative expense, salaries and fringe benefits. It is anticipated by the parties hereto that the reimbursement during the term of this agreement will not exceed Ninety-Eight Thousand and No/100 U.S. Dollars ($98,000.00); however, the Board of Human Services hereby agrees to reimburse the Board of County Commissioners for any and all monthly billings even if their total exceeds Ninety-Eight Thousand and No/100 U.S. Dollars ($98,000.00) during the term of this agreement.

4. Services Provided. Services will be provided through the Office of the Gunnison County Attorney located at 200 E. Virginia, Gunnison, Colorado 81230.

5. Cancellation, Termination and Amendment. In addition to the other provisions of this agreement, this agreement may be terminated, canceled, revoked and annulled by mutual consent of both parties. If at any time either party shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if either party shall violate any of the covenants, agreements or stipulations of this agreement, each party shall thereupon have the right to terminate this agreement and specify the effective date thereof. This agreement may be amended in whole or in part by mutual consent, provided that said amendment is reduced to writing, properly executed and made a part of this agreement.

6. Reports, Records and Retention Periods. The County Attorney and Deputy County Attorney for Gunnison County shall maintain such records as are deemed necessary pursuant to the State Department of Human Services' rules to assure a proper accounting for all costs. These records shall be made available for audit purposes to the United States Department of Health and Human Services, the State Department of Human Services, the County Department of Human Services or any authorized representative of the State of Colorado, and shall be retained for five years after the

expiration of this agreement unless permission to destroy them is granted by the State Department of Human Services. The Attorney for Gunnison County shall make financial, program progress and other reports as requested by the Board of County Commissioners, the Board of Human Services or the State Department of Human Services.

7. Non-Discrimination. In connection with the performance of services under this agreement, the Attorney for Gunnison County agrees to comply with the provisions of the laws of Colorado, the Civil Rights Act of 1964, as amended, the regulations of the Department of Health and Human Services issued pursuant to this Act, and the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, as amended.

8. Federal and State Laws and Regulations. This agreement shall be performed in compliance with the Social Security Act, as amended, the federal regulations and amendments thereto which implement the Social Security Act, the rules and regulations of the State Department of Human Services, as amended, and Colorado Revised Statutes, as amended.

9. Changes in Legal Staff. In the event changes in legal staff assigned to the Department become necessary or are contemplated, the Director will be consulted prior to implementing such changes. However, it is expressly understood and agreed by the parties that the Board of County Commissioners may, in its sole discretion, at any time, change the legal staff assigned to the Department.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON-HINSDALE
BOARD OF HUMAN SERVICES

By _____
Phil Chamberland, Chairperson

ATTEST:

_____
Secretary