AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Memorandum of Understanding Regarding Provisions of Legal Services; Gunnison-Hinsdale Board of Human Services; 7/1/13 thru 6/30/14; $98,000

Action Requested: Board of County Commissioners' Signature

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

Term Begins: 7/1/13 **Term Ends:** 6/30/2014 **Grant Contract #:** none

Summary:
Legal Services Agreement between the BOCC of Gunnison County and the Gunnison-Hinsdale Board of Human Services for State Fiscal Year 2014. Billable hourly amounts for County Attorney, Deputy County Attorney and Paralegals were provided by the Human Resource Director. Please add to the Board of Human Services agenda for their consideration as well.

Fiscal Impact: $98,000

Submitted by: Brenda Wiseman **Submitter's Email Address:** bwiseman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

The amount matches the budgeted amount for 2013. This agreement is necessary to receive direct cost reimbursement to the General Fund for legal services provided to DHHS.

Reviewed by: Bcowan Discharge Date: 6/10/2013

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

Comments:

ok db 6/10/13

Reviewed by: DBaumgarten Discharge Date: 6/10/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 6/10/2013

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

Agenda Date: 6/18/2013 Follow Up Agenda Date: N/A

Revised April 2013

MEMORANDUM OF UNDERSTANDING
REGARDING PROVISIONS OF LEGAL SERVICES

This Memorandum of Understanding Regarding Provisions of Legal Services, made and entered into this ___ day of _____, 2013, is by and between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter 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 desires to continue to receive such services during the State fiscal year 2014;

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 be in full force and effect for the period beginning July 1, 2013 and ending June 30, 2014. 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, 2014, 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 hereby agrees to reimburse the Board of County Commissioners, during the term of this agreement, based upon monthly billings at the rate of $89.84 per hour for the Gunnison County Attorney, $69.12 per hour for the Gunnison County Deputy Attorney and $36.01 per hour for the Paralegal in 2013; and $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, in consideration for the performance and services as set forth above. 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 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 dollars ($98,000.00) during the term of this agreement.

4. Location Where Services Will Be Provided. Services will be provided in and out of the office of the Gunnison County Attorney, 200 East Virginia Avenue, 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 Clerk

GUNNISON-HINSDALE BOARD OF HUMAN
SERVICES

By _____
Phil Chamberland, Chairperson

Attest:

_____
Secretary