AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Provisions of Legal S

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 a Memorandum of Understanding Regarding Provisions of Legal Services for the Gunnison-Hinsdale Board of Human Services which identifies compensation of legal fees.

Fiscal Impact: No more than $98,000 annually

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concners, included in 2018 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/1/2018

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

Comments:
ok db 5/31/18

Reveiwed by: Discharge Date: 5/31/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/1/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/5/2018

Revised April 2015

MEMORANDUM OF UNDERSTANDING
REGARDING PROVISIONS OF LEGAL SERVICES
FOR THE GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

THIS MEMORANDUM OF UNDERSTANDING REGARDING PROVISIONS OF LEGAL SERVICES FOR THE GUNNISON-HINSDALE BOARD OF HUMAN SERVICES ("Agreement"), is entered into on this ____ day of June, 2018 by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Board of County Commissioners") and the Gunnison-Hinsdale Board of Human Services ("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 Office of the Gunnison County Attorney 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 of 2016 and 2017 and desires to continue to receive such services through 2018;

NOW, THEREFORE, the Board of County Commissioners and the Board of Human Services agree and understand the following terms and conditions:

1. SCOPE OF SERVICES. The Board of County Commissioners agrees to render legal services and advice by to the Board of Human Services through the Office of the Gunnison County Attorney located at 200 E. Virginia, Gunnison, Colorado 81230. The services shall include those 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 ("Services").

2. TERM. This Agreement shall commence retroactively on July 1, 2016 and shall continue through December 31, 2018 ("Term").

3. COMPENSATION. In consideration and exchange for Services provided by the Office of the Gunnison County Attorney, the Board of Human Services shall compensate by reimbursing the Board of County Commissioners, during the Term of this Agreement, an amount not to exceed Ninety-Eight Thousand and No/100 U.S. Dollars ($98,000.00) annually; based upon monthly billings at the following hourly rates:

July 1, 2016 through December 31, 2017	
County Attorney	$ 95.04
Deputy County Attorney	$ 75.53
Paralegal II	$ 48.55
Paralegal I	$ 36.72

January 1, 2018 through December 31, 2018	
County Attorney	$101.88
Deputy County Attorney	$ 86.53
Paralegal II	$ 53.76
Paralegal I	$ 32.34

Reimbursement to the Board of County Commissioners shall be paid in response to monthly billings of Services rendered to the Board of Human Services. Such payments shall be made by draft drawn in favor of the Gunnison County Treasurer.

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) annually during the Term of this Agreement.

4. TERMINATION. It is expressly understood and agreed that the either party herein may, in its sole discretion for any reason whatsoever, terminate this Agreement at any time sooner than December 31, 2018, upon thirty (30) days written notice to the other party.

5. AMENDMENTS. This Agreement may be amended in whole or in part by mutual consent, provided that said amendment is reduced to writing, properly executed by both parties and made a part of this Agreement.

6. REPORTS, RECORDS AND RETENTION PERIODS. The Office of the Gunnison County Attorney 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 incurred. Those 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 Office of the Gunnison County Attorney 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 Office of the Gunnison County Attorney agrees to comply with the provisions of the laws of Colorado, the Civil Rights Act of 1964, as amended, the regulations of the Colorado 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 Colorado State Department of Health and Human Services, as amended, and Colorado Revised Statutes, as amended.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON-HINSDALE
BOARD OF HUMAN SERVICES

By: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Secretary