

MEMORANDUM OF UNDERSTANDING REGARDING FISCAL AGENCY SERVICES

This MEMORANDUM OF UNDERSTANDING REGARDING FISCAL AGENCY SERVICES (“MOU”) is made and entered into as of the last date signed below (the “Effective Date”), by and between the CITY OF BRIGHTON, COLORADO (the “City”) and the YOUTH RESOURCE AND ASSESSMENT CENTER, a Colorado nonprofit corporation (“YRAC”). The City and YRAC may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, YRAC was formed through a cooperative multi-jurisdictional effort to provide assessment, intervention, and resource services for youth and families in Adams County; and

WHEREAS, YRAC seeks to establish a stable funding mechanism and administrative structure to support its operations and services; and

WHEREAS, the City has the administrative capacity and experience to provide fiscal agency services for nonprofit organizations; and

WHEREAS, the Parties wish to enter into this MOU whereby the City will serve as the fiscal agent for YRAC in order to support its mission of serving youth and families in the Adams County community.

NOW, THEREFORE, in consideration of the mutual terms, covenants, representations, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated as if fully set forth herein.
2. City Responsibilities.
 - a. *Personnel.* The City shall provide human resources support for YRAC employees, including recruitment, payroll, benefits administration, and compliance with employment laws.
 - i. The City will assist with position development and compensation analysis to create job descriptions and establish salary ranges.
 - ii. The City will assist with recruitment of YRAC employees by posting job openings, managing applications, scheduling applicant interviews, and performing background checks. YRAC will establish search committees and perform applicant interviews.
 - iii. The City will conduct onboarding of YRAC employees in accordance with City policies and procedures.

- iv. Subject to the terms of this MOU, the City will provide the same benefits to YRAC employees as those offered to City employees on the same terms and conditions as provided to City employees, including, but not limited to, health, dental, and vision coverage and access to other supplemental coverages.
 - v. The City will provide ongoing administrative support to YRAC employees for recruitment and benefits.
- b. *Procurement.* Upon request by the YRAC Executive Director, the City will provide assistance with procurement. All purchases will be completed in accordance with the *Brighton Municipal Code* and City policies and procedures.
- c. *IT Service.* City of Brighton Information Technology will provide YRAC with the following services: (1) assistance with architecting and sourcing technical solutions; (2) assistance with user account provisioning and authentication for data and email services on the Google Suite platform; (3) assistance with the selection and support of a Voice-over-IP (VOIP) phone service provider to meet organizational requirements, including mobile; (4) assistance with procurement and provisions of technology hardware and infrastructure (i.e. desktops, peripherals, printers, etc.); (5) assistance with procurement and provisions of enterprise software; (6) assistance with IT security recommendations, training, consultation, and data compliance needs; (7) assistance with recommendations for audio-visual (AV) needs; (8) providing secure access to payroll and timekeeping systems (Tyler Technologies EERP Employee Access) and human resources and benefits services (NeoGov); (9) Service Desk support and training Monday to Friday, 8 AM to 5 PM, subject to City closures and changes in operating hours.
- i. The support outlined in Section 2(d) will be facilitated primarily via online IT ticketing.
 - ii. YRAC acknowledges and agrees that in order to perform the operations outlined in Section 2(d), City staff may require and need to be granted elevated security access to specific YRAC systems and services (i.e. Google suite, naming services like DNS, privileged access on devices, etc.) in order to fulfill requests.
 - iii. The City will assist in facilitating the foregoing IT services by creating separate billing accounts with existing City vendors, so that YRAC can be billed directly.
3. YRAC Responsibilities.
- a. *Personnel.*
- i. YRAC will perform market adjustment reviews for its positions and timely provide such data to the City annually on a schedule to be determined by the Parties. Pay increases, including market adjustments and annual increases, including the amounts and timing of such adjustments, will be determined by YRAC. Cost of living adjustments to

YRAC employees shall be provided on the same terms and conditions as provided to City employees.

- ii. YRAC employees shall be subject to the City of Brighton Employee Handbook, and any other related employment policies. YRAC will be responsible for the management and execution of any disciplinary action. However, if the disciplinary action results in termination, the City shall be included in the disciplinary process.

b. *Insurance.*

- i. YRAC agrees to procure and maintain in full force and effect during the term of this MOU, at its own cost, the following coverages:
 - 1. Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers' Liability Insurance;
 - 2. Commercial General or Business Liability insurance with minimum combined single limits of one million (\$1,000,000) each occurrence and one million (\$1,000,000) general aggregate;
 - 3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) for any one occurrence, with respect to each of the Company's owned, hired or non-owned vehicles assigned to or used in performance of this MOU. In the event that YRAC's insurance does not cover non-owned automobiles, then YRAC guarantees to the City that the requirements of this paragraph shall be met by each employee, subconsultant or other agent of YRAC who utilizes an automobile in providing services under this MOU; and
 - 4. Company Liability Insurance with limits of liability of at least one million (\$1,000,000) per claim and in the aggregate.
- ii. The City shall be named as Additional Insured on the Commercial General Liability and Auto Liability policies.

- c. *Reimbursement of Costs.* All costs incurred by the City on behalf of YRAC pursuant to this MOU, including, without limitation, payroll, benefits, IT equipment, or other purchases, will be invoiced to YRAC on a bi-weekly basis. YRAC shall provide payment of such invoices within 30 days of the invoice date.

- d. *Programs and Services.* The YRAC board of directors shall maintain oversight and governance of YRAC programs and services.

- e. YRAC shall maintain its status as a Colorado nonprofit corporation in good standing.

- f. YRAC shall timely provide all information and documentation requested by the City as necessary for the City perform its fiscal agent duties pursuant to this MOU.

- g. YRAC shall comply with all applicable laws, regulations, policies, procedures, and grant requirements.

4. Compensation. The Parties agree that the City provision of fiscal agency services pursuant to this MOU is of significant benefit to YRAC. Therefore, in kind, the City shall not be charged any annual fees or costs for participation in YRAC's programs and services, unless otherwise agreed to by the Parties in writing.

5. Appropriation. Any payment or obligation of the City pursuant to this MOU, whether in whole or in part, is and shall be subject to and contingent upon the continuing availability of City funds for the payment thereof and the annual appropriation of such funds for said purpose. In the event said funds, or any part thereof, are not appropriated and/or become unavailable as determined by the City, this City may terminate this MOU upon ten days' prior written notice.

6. Term. This MOU shall commence upon the Effective Date and shall remain in effect unless terminated by either Party or superseded. Upon termination, the Parties will cooperate in the orderly transition of services provided pursuant to this MOU to YRAC, and or its designated successor within 30 days. The City shall provide a final invoice within 30 days of termination of this MOU. Payment of said invoice will be due within 30 days of the invoice date.

7. Notice. Any notice, demand, or written communication shall be deemed delivered if hand-delivered, emailed, or mailed through United States first class mail, postage prepaid, at the addresses set forth below:

If to City:
City of Brighton
Attn: City Manager
500 S. 4th Avenue
Brighton, CO 80601
MPMartinez@brightonco.gov

If to YRAC
Youth Resource and Assessment
Center
Attn: Executive Director
1000 Judicial Center Drive
Brighton, CO 80601
becky@bringaboutllc.com

With a copy to:
City of Brighton
Attn: City Attorney
500 S. 4th Avenue
Brighton, CO 80601
ACalderon@brightonco.gov

8. Indemnification. To the extent permitted by law and the Colorado Governmental Immunity Act, Colo. Rev. Stat. § 24-10-101 *et seq.*, each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents. YRAC shall indemnify and hold the City harmless for any and all claims arising out of or relating to YRAC's programs, services, and activities, except to the extent such claims arise from the City's negligence or willful misconduct.

9. Independent Entities. Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

10. Severability. In the event any provision of this MOU shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this MOU.

11. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of all terms and conditions of this MOU and all rights and actions relating thereto shall be strictly reserved to the Parties hereto, and nothing herein shall give or allow any claim or right of action to or by any other third-party to this MOU.

12. Waiver. Waiver of the enforcement of any breach of this MOU by either Party shall not constitute a continuing waiver or any subsequent breach by that Party of the same or any other provision of this MOU.

13. Headings. The headings in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU.

14. Amendment. This MOU may be amended only by mutual agreement of the Parties and shall be evidenced by a written instrument authorized and executed with the same formality as this MOU.

15. Governing Law. This MOU shall be construed and governed by the laws of the State of Colorado. Any dispute arising out of or related to this MOU shall be resolved and adjudicated in the District Court of Adams County, Colorado.

16. Entire Agreement. This MOU constitutes the entire agreement between the Parties. This MOU may be amended only by the mutual consent of both Parties in writing.

17. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

18. Authority. Each Party warrants and represents that this MOU has been approved by its respective governing body and that the undersigned has authority to execute this MOU.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

City of Brighton, Colorado

Michael Martinez, City Manager

Date:

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Yasmina Gibbons, Deputy City Attorney

Youth Resource and Assessment Center:

By: _____
Terrence Gordon, Board Chair

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Terrence Gordon in his capacity as Chair of the Board of Directors of the Youth Resource and Assessment Center.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____