

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 20th day of July, 2016 (“Effective Date”), by and between the City of Colorado Springs (“City”), a home rule city and Colorado municipal corporation, whose address is 30 S. Nevada Avenue, Colorado Springs, Colorado 80903, and the Colorado Springs Urban Renewal Authority, (“CSURA”), whose address is 30 S. Nevada Avenue, Colorado Springs, Colorado 80903 (either the City or the CSURA may be referred to as “Party,” or collectively as the “Parties”).

RECITALS

The CSURA desires to fund a position or positions to assist it in performing its statutory mission as authorized pursuant to the Urban Renewal Law, Part 1 of Article 25 of Title 31, Colorado Revised Statutes.

The City has the operational capacity to hire, administer, and supervise the performance of employees. The City desires to assist the CSURA in this process.

The Parties have determined that it is in their mutual best interest to adopt this MOU to provide for assignment of one or more City employees to the CSURA subject to full funding by the CSURA of the cost associated with providing the employee or employees to the CSURA.

1.0 INTRODUCTION

1.1. Purpose

The purpose of this MOU is to make clear the intentions and understandings, and to outline the services to be provided to CSURA by the City in the areas of payroll, employee performance and supervision in the provision of general human resources services. Any additional services provided by the City to CSURA other than those outlined in this MOU may be provided pursuant to a written supplemental addendum to this MOU. The City will hire in the usual manner consistent with the processes determined by City policy.

1.2. Background

The City has the operational capacity to administer employment positions assigned by the City to work specifically for the CSURA. The City has the infrastructure, expertise, and staff resources to provide the services that will be funded by the CSURA on a quarterly reimbursement basis.

2.0 SERVICES PROVIDED

The services to be provided by the City to the CSURA are as follows:

- The City will hire and assign to the CSURA one senior at-will management level employee who shall be provided City benefits in the same manner as provided for other full-time City employees. The hiring and assignment of such employee will be subject to the prior approval and acceptance of the

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CSURA. The City may hire and assign other City employees for the CSURA upon agreement of the Parties.

- The City will act as the administrator of any employee provided to the CSURA. Any employee provided pursuant to the terms of this MOU shall be administered by the Director of Planning and Development for the City.
- The City shall be responsible for all general accounting relating to assigned employees to include year-end adjustments, accounts payable and accounts receivable and payroll processing.
- The City shall provide a quarterly invoice to CSURA for salary, benefits premiums (including but not limited to medical, dental, and vision), workers compensation premiums unemployment, and other miscellaneous costs as described herein for each quarterly time period of the services performed by the City. Said salary shall be determined by the CSURA and the CSURA shall have sole discretion to determine the amount of salary; provided that the salary is within the permissible range for comparable executive level City employees. Any salary increases will be determined jointly by the Parties.
- The City shall be responsible for adjusting and, in accordance with law, paying workers' compensation claims and health benefit claims under state law and the City's benefit plans in which such employee(s) participate(s) that are reimbursed by CSURA.

3.0 RESPONSIBILITIES

3.1. CSURA's Responsibilities:

- CSURA agrees to reimburse the City for any work-related expenses associated with City employees assigned to the CSURA as invoiced which shall include, but is not limited to, salary and benefits and any other miscellaneous expenses incurred by the City for employees assigned to the CSURA. Subject to the limitation described above, the salaries for assigned employees will be determined by the CSURA. Any salary increases will be determined jointly by the Parties.
- A transfer will be completed after each quarter for the invoiced amount of payroll, employee benefits, and any other administrative expenses associated with the full cost of the employment services as described herein.
- Subject to the terms and conditions of this MOU, CSURA shall be solely responsible for daily direction and assignment of employment duties and responsibilities of any employee provided by the City.
- CSURA acknowledges that any assigned employees will be subject to the employment processes and policies established by the City.

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- All employees assigned to the CSURA shall be at-will employees of the City and will be jointly selected for such assignment by the Parties. At-will means the City and the employee have the right to end the employment relationship at any time for any reason, with or without notice or cause, provided that the City's rights hereunder are subject to its responsibilities under Section 3.2 below.
- CSURA agrees not to discriminate against any City employee assigned to the CSURA on the basis of race, religion, color, sexual orientation, national origin or ancestry, sex, age, disability, genetic information, marital status, or veteran status.
- Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. CSURA agrees to reimburse the City for reasonable attorney's fees, court costs, judgments, settlement amounts, and any other expenses incurred by the City related to claims, losses, demands, actions, or administrative proceedings that are due to the action or inaction of CSURA. The City agrees to reimburse the CSURA for reasonable attorney's fees, court costs, judgments, settlement amounts, and any other expenses incurred by the CSURA related to claims, losses, demands, actions, or administrative proceedings that are due to the action or inaction of the City.
- CSURA may make recommendations to the City with regard to the continuing employment of any employee assigned to CSURA and the Parties will cooperate in good faith to accommodate CSURA's staffing needs and recommendations for such employee.

3.2. City's Responsibilities:

- Any employee assigned to the CSURA under the provisions of this MOU shall be a City employee who shall be subject to the City's personnel policies and procedures.
- The City shall submit quarterly invoices to the CSURA for the services provided pursuant to this MOU, as described herein.
- The City will consult with the CSURA with regard to any employment-related decisions regarding the assigned employee, including, without limitation, establishment of salary and any modifications thereto, regular performance reviews, disciplinary actions and termination.

4.0 TERMS OF THE AGREEMENT

- 4.1. Contact Information:** Contacts may be changed upon written notification to the other Party.

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City Contacts:

Human Resources: Kimberly Bingman – (719) 385-5205

Overall Financial Reporting: Tracy Peters – (719) 385-5260

Payroll: Kerry George – (719) 385-5158

CSURA Contacts:

Wynne Palermo: Chairperson CSURA Board – (719) 338-7700

4.2. Duration Of Agreement:

This Agreement shall begin on July 20, 2016, for an initial term ending on December 31, 2016, and shall be automatically renewed each subsequent year on January 1 unless the Parties terminate the MOU pursuant to Section 4.4, below.

4.3. Amendment:

No additional services will be provided without an amendment to this MOU. No modification of this MOU shall be effective unless agreed to in writing by both Parties in an amendment to this MOU that is properly executed and approved in accordance with applicable law.

4.4. Termination of MOU:

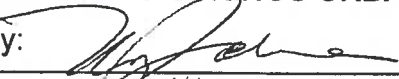
- If either Party wishes to terminate this MOU, notification in writing shall be provided to the other Party thirty (30) days prior to termination.
- In the event of termination pursuant to this Section 4.4, the Parties agree that the CSURA shall fully reimburse the City for all outstanding reimbursable expenses arising out of the employment relationship through the date of termination. This provision shall survive termination of the MOU.

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5.0 SIGNATURES

COLORADO SPRINGS URBAN RENEWAL AUTHORITY:

By:



WYNNE PALERMO

Title:

Chairman of the Board

CITY OF COLORADO SPRINGS:

By:



Title:

Chief Human Resources Officer



Approved as to Form

Office of the City Attorney