

MEMORANDUM OF UNDERSTANDING

**THE COLORADO JUDICIAL DEPARTMENT
and
THE OFFICE OF THE PUBLIC GUARDIANSHIP**

1. **PARTIES.** This Memorandum of Understanding (“MOU”) is made by and between the COLORADO JUDICIAL DEPARTMENT, a branch of Colorado State Government (“Judicial”) and the OFFICE OF THE PUBLIC GUARDIANSHIP (“Office”), an independent public entity pilot program within the Judicial Department. Judicial and the Office may be referred to individually as a “Party” or collectively as the “Parties.” The Parties agree as follows:
2. **RECITALS & PURPOSE.** Pursuant to C.R.S. § 13-94-104(4), Judicial and the Public Guardianship Commission (“Commission”) entered into a Memorandum of Understanding fully executed on January 29, 2018 (“Initial MOU”). The Commission entered into the Initial MOU on behalf of the Office because the Commission had not yet appointed a Director. The Commission voted to appoint a Director on September 25, 2019. The Director is responsible for establishing, developing, and administering the Office, and the Parties agree that the Initial MOU no longer reflects the needs of the Office. This MOU sets forth the Parties’ respective responsibilities to comply with C.R.S. § 13-94-104(4), establish a cooperative relationship, and retain the separate and independent status of the Office and its work.
3. **EFFECTIVE DATE; TERM; SUPERSEDING.** This MOU shall be effective upon full execution and shall continue indefinitely unless terminated due to statutory changes or replaced with a new MOU. Upon being fully executed, this MOU shall supersede the Initial MOU.
4. **FINANCIAL.** The Office may request, and Judicial staff of the State Court Administrator’s Office (“SCAO”) may provide, assistance with budgeting, purchasing, and grants.

4.1 ACCOUNTING.

- a. **Judicial Responsibilities.** Judicial will provide the Office with accounting assistance until the Office has sufficient accounting staff. Once the Office has obtained sufficient accounting staff, the Office may request, and Judicial may provide, assistance with accounting matters.
- b. **Office Responsibilities.**
 - i. The Director is responsible for payment of all bills and expenses incurred by the Office.

- ii. The Office retains authority and responsibility for ensuring that all payments comply with state law.
- iii. The Office shall follow Judicial fiscal rules.

5. **HUMAN RESOURCES.** Judicial and the Office shall maintain separate personnel rules, policies and procedures. Regardless of the duties assigned to Judicial staff or Office staff as a result of this Agreement, the staff of Judicial and the staff of the Office shall remain staff of only their current employer. As an example, but not by way of limitation, in the event of layoff of employees, no employee of one entity may “bump” an employee of the other entity. Judicial and the Office may both utilize any human resources information system implemented by the state of Colorado.

5.1 **Judicial Responsibilities.**

- a. Judicial will provide the Office with periodic updates of the Judicial System personnel rules as they become available and will maintain up-to-date postings of said Rules on the Judicial Website.
- b. The SCAO Human Resources Division shall offer guidance to the Commission for the hiring process, advertising and posting of a vacancy in the Director position, including posting such vacancy on the Judicial Department website. In addition, the Human Resource Division will offer the Commission best practices selection mechanisms such as interview questions and job description format.
- c. The SCAO Human Resources Division shall offer guidance to the Office with the hiring process, advertising and posting of personnel vacancies, including posting such vacancies on the Judicial Department website. Upon request of the Director, the SCAO Human Resources Division will offer best practices selection mechanisms such as interview questions and job description formats.
- d. Judicial will process the payroll for the Office with funds appropriated by the General Assembly for the Office, or in the cash fund created pursuant to §§ 13-94-108(1) and (2), C.R.S. (2017), as a result of gifts, grants, or donations that may be received. The Office is responsible for selecting a representative, whose identity and contact information shall be communicated to Judicial, to receive all payroll input and confirm and approve all payroll changes and data input.

- e. Judicial will assist the Office with Benefits enrollment and termination of Benefits paperwork. The Office is responsible for selecting a representative, whose identity and contact information shall be communicated to Judicial, to assist in benefits management for the Office.
- f. Judicial may assist the Director in carrying out employment terminations; however, all final termination decisions shall be made solely by the Director.
- g. Judicial shall administer all matters of worker's compensation however, subject to any terms and conditions of the respective insurance carrier, the Office shall provide final approval on all matters of worker's compensation. For the administration of short- and long-term disability, the Office shall provide paperwork to its employees. Such paperwork can be obtained at <https://www.colorado.gov/pacific/dhr/disability>

5.2 Office Responsibilities.

- a. The Director shall determine a separate personnel classification plan, compensation plan, and personnel rules. In order to facilitate the automated personnel tracking and payroll treatment of Office personnel by Judicial, Office classification and compensation plans and personnel rules should mirror the applicable provisions of the Judicial Department Personnel System to the extent appropriate.
- b. The Director will determine personnel policies, such as work hours and work policies.
- c. The Director will conduct hiring and termination of Office personnel. The Director will perform evaluations of Office personnel. The Office may ask for guidance by Judicial with annual compensation setting. Judicial, in its discretion, may provide such assistance. The Office shall create and maintain its own merit system.
- d. Payroll changes will be approved by the Director for all Office personnel. Payroll changes will be communicated to Judicial by the Director. Any such written approval may be in the form of an email.
- e. The Office shall assume responsibility, in accordance with the personnel rules adopted by the Office, for all wage and hour law compliance, and overtime calculations. In accordance with state law, the Office will timely notify Judicial of the need to generate a final check for terminations, resignations

and retirements. The Office shall also provide Judicial timely notice of new employee hiring.

- f. The Office will maintain its own leave accountability system.
 - g. The Director shall have sole responsibility for performance measures including, but not limited to promotion, demotion and discipline of personnel.
6. **INFORMATION TECHNOLOGY.** The Office will develop and maintain its own website and shall purchase and maintain all of its IT systems, including equipment, servers, network, and software. Judicial shall provide the Office with a contact at the Colorado Office of Information Technology (OIT) in order for the Office to meet its system needs including but not limited to Employee Self Service (ESS) or other systems hosted and supported by OIT. Judicial shall coordinate with the Office's chosen IT vendor to the extent necessary to transition the Office to independent IT systems. For purposes of this section, the Parties shall each select a representative and communicate that representative's contact information to the other Party.
7. **OFFICE SPACE/FACILITY ISSUES.** The Office shall maintain its own premises as of October 12, 2020, including lease and facilities management issues.
- 7.1 **Judicial Responsibilities.** To the extent space is available, and as a continued courtesy, Judicial may provide and coordinate meeting space in the Ralph L. Carr Judicial Center (Office Tower) for Office meetings, subject to space availability.
- 7.2 **OPG Responsibilities.** If there is need for security at a public meeting at the Office Tower, the Office will notify Judicial and will work with the on-site Colorado State Patrol to arrange appropriate security coverage.
8. **LEGAL SERVICES.** All legal services for the Office shall be provided by the Attorney General or by outside legal services under contract with the Office, as approved by the Attorney General.
9. **AMENDMENT.** This MOU may be amended upon written agreement of the Parties.
10. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that nothing contained herein shall give or allow any claim or right of action by any other or third person not a party to this MOU. It is the express intent of the

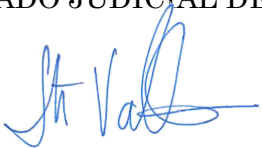
Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

11. **CONFIDENTIALITY.** Each Party shall treat the confidential information of the other Party with the same degree of care and protection as it affords to its own confidential information. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party relating to this MOU.

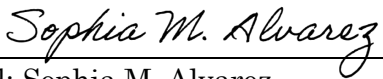
IN WITNESS THEREOF, the Parties have executed this MOU on the dates set forth below.

COLORADO JUDICIAL DEPARTMENT

OFFICE OF PUBLIC GUARDIANSHIP

By: 

Typed: Steven Vasconcellos
Title: State Court Administrator

By: 

Typed: Sophia M. Alvarez
Title: Director of the Office of Public
Guardianship

Date: January 20, 2021

Date: 10.13.2020