

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) is entered into to be effective February 15, 2020 between the **CITY AND COUNTY OF DENVER on behalf of Denver Workforce Services**, Colorado (“Denver”), and the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY as fiscal agent for the Statewide Registered Apprenticeship Consultant**, Colorado (“Arapahoe”), each a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, the Parties are authorized under Article XIV, Section 18 of the Colorado Constitution, and by C.R.S. § 29-1-203, to contract with one another to provide any function or service lawfully authorized to each of them; and

WHEREAS, the Colorado Department of Labor and Employment has received a second Apprenticeship State Expansion (“ASE”) grant, which requires the establishment of two apprenticeship consultant positions that will provide technical assistance to the local workforce system for scaling apprenticeships in Colorado; and

WHEREAS, the FY18 WIOA 10% Dislocated Worker (“DW”) funds under this Notice of Funding Availability (“NFA”) are to be used as “start-up” funds for these positions to allow for hiring, technical assistance, strategic planning, and other groundwork necessary to ensure successful implementation of the ASE grant upon release of ASE funds on July 1, 2020 and

WHEREAS, these WIOA 10% funds are bundled with the remaining client services funds under the State Apprenticeship Expansion (“SAE”) grant, allowing the consultants to support the State in transitioning the local areas to the new requirements under the ASE grant; and

WHEREAS, Arapahoe County is the fiscal agent for the funds represented by the SAE and the ASE grants, respectively (collectively, the “Grant Funds”); and

WHEREAS, to fulfill one of the goals of the Statewide Registered Apprenticeship Consultant project (the “Project”), Arapahoe and Denver are entering into this Agreement whereby Arapahoe will use a portion of the Grant Funds to reimburse Denver for retaining the services of a full-time Statewide Registered Apprenticeship Consultant (as identified by Denver, the “Consultant”); and

WHEREAS, authority exists in the law and Grant Funds have been budgeted, appropriated and otherwise made available, and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment under this Agreement.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. The Consultant for the Project is Mr. Kenneth Arellano, who is currently employed by Denver in the Denver Workforce Services division of the Denver Economic Development & Opportunity agency. Mr. Arellano will be performing the Consultant services identified in **Exhibit A**, attached hereto and incorporated herein by reference, at the Arapahoe Douglas Works! and the City and County of Denver offices. Denver has agreed to collaborate on the Project with Arapahoe and to allow Mr. Arellano to work as one of the Project consultants, with a portion of his salary and fringe benefits to be reimbursed by Arapahoe for the period specified in paragraph 3 herein.

2. Notwithstanding any provision of the Agreement, the Consultant shall remain at all times during the term of this Agreement a career service employee of Denver and will be supervised by Denver and the Colorado Urban Workforce Alliance Director, as identified from time to time.

3. The term of this Agreement shall be from February 15, 2020 through June 30, 2022, unless sooner terminated or otherwise extended in accordance with the terms and conditions described herein. The Consultant shall complete the corresponding Consultant services and any work in progress as of the expiration date hereof unless this Agreement is otherwise terminated in accordance with the terms and conditions hereof.

4. Arapahoe agrees to pay Denver an annual amount not-to-exceed Seventy-Five Thousand Dollars (75,000.00) for a total of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) to reimburse Denver for the costs associated with the Consultant's salary and benefits, plus Arapahoe shall separately reimburse Denver for the Consultant's actual incidental travel, telephone and operational costs (collectively, "Incidental Costs"), as reimbursement for provision of the Consultant services described herein. Denver shall invoice Arapahoe on a quarterly basis for the Consultant services provided. Arapahoe shall pay said invoice within thirty (30) days of receipt of invoice. All expenditures are subject to lawful budget and appropriation of funds by Arapahoe.

5. Either Party may terminate this Agreement with or without cause by providing at least thirty (30) days' prior written notice to the other Party of such termination, such notice specifying the effective date of such termination. Upon termination, Arapahoe shall reimburse Denver for all Consultant services performed up to the date of receipt of the notice of termination, plus Incidental Costs, which shall be due and payable to Denver within thirty (30) days of the effective date of termination.

6. At all times during the term of this Agreement, including any renewals or extensions, Denver shall maintain such insurance, by self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.* This obligation shall survive the termination of this Agreement.

7. Facility fees typically imposed by Arapahoe in connection with the provision of Consultant services will be waived for Denver under this Agreement.

8. Judith Emery, Colorado Urban Workforce Alliance Director, or her successor, is designated as the authorized representative of Arapahoe for the purpose of administering, coordinating and approving work performed pursuant to this Agreement.

9. Denver agrees that no official, officer or employee of Denver County shall have any personal or beneficial interest in the consultant services described herein.

10. In relation to the Agreement, Denver and Arapahoe each represent that it is a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither Party shall have any liability or responsibility to anyone for any act or omission of the other. Each Party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto.

11. Denver and Arapahoe understand and agree that each Party is relying upon, and does not waive or intend to waive, any provision, right, immunity or protection provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

12. In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, gender identity or gender expression, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing or a similar provision in all contracts entered into in furtherance of this Agreement.

13. Any authorized agent of Denver, including the Denver Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at Denver's election in paper or electronic form, any pertinent books, documents, papers and records related to Arapahoe's performance pursuant to this Agreement, provision of any goods or services to Denver, and any other transactions related to this Agreement. Arapahoe shall cooperate with Denver representatives and Denver representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the Denver Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Arapahoe to make disclosures in violation of state or federal privacy laws. Arapahoe shall at all times comply with Denver Revised Municipal Code § 20-276.

14. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the U.S. mail with sufficient postage to the following addressees:

To Denver:

City and County of Denver
Attn: Director of the Division of Workforce Services
Denver Economic Development & Opportunity
101 West Colfax Avenue, Dept. 850
Denver, CO 80202

With a Copy to:

Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202

To Arapahoe:

Arapahoe/Douglas Works!
Attn: Judith Emery
6964 S. Lima Street
Centennial, CO 80112

With a Copy to:

Arapahoe County Attorney
5334 S. Prince Street
Littleton, CO 80120

The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

15. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for the purpose being budgeted, appropriated and otherwise available.

16. All of the activities conducted under this Agreement by the Parties shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.

17. Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver, and the applicable ordinances, regulations, executive orders, or fiscal rules, enacted or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the Arapahoe County District Court.

18. In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

19. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

20. Failure to perform according to the specifications of this Agreement will be considered a breach of Agreement and may be subjected to applicable and appropriate legal and equitable action.

21. This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties until fully executed by all signatories of Arapahoe and Denver, respectively.

22. The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of either Party at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind that respective Party.

23. Arapahoe consents to the use of electronic signatures by Denver. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Signatures and Exhibits Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date specified herein.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE**

BY: _____
 Chair

DATE: _____

ATTEST:

Clerk of the Board

Insert Signature Page for City and County of Denver

Exhibit A

SCOPE OF SERVICES

The Consultant's responsibilities shall extend through June 30, 2022, and include, but are not limited to, the following:

- Serve as a statewide resource available for virtual and in-person assistance to businesses and workforce centers across Colorado
- Participate in weekly meetings (one in-person and one virtually every other week, as scheduled) with the CDLE project lead
- Conduct business outreach that is focused on new program development with employers/sponsors who do not currently have registered apprenticeships
- Host one or more training activities for businesses on registered apprenticeships
- Host a minimum of one training activity for workforce centers on registered apprenticeship for business services staff by June 30, 2020
- Host a minimum of one training activity for workforce centers on registered apprenticeship for career services staff by June 30, 2020
- In collaboration with the CDLE project lead, develop and conduct a needs assessment of participating workforce centers by June 30, 2020, to create a technical assistance plan for Program Year 20 (July 1, 2020 thru June 30, 2021)
- Participate in relevant sector partnership meetings, collaborate with other state agencies and local partners, and make recommendations in the quarterly report to CDLE on opportunities for system alignment
 - Participate in required federal and state reporting outlined by CDLE
 - Participate in bi-weekly meetings with the Director of the Colorado Urban Workforce Alliance ("CUWA") to provide project updates
 - Participate in monthly monitoring and reporting activities
 - Extensive local travel required, which costs shall be reimbursed by the County to the Contractor
 - Other duties as assigned

Supervision Received: Consultant works under the general direction and guidance of the then-current Director of CUWA. Hiring, supervision, and firing of the Consultant shall be the sole responsibility of the Denver.

Denver and the Consultant will work in good faith to communicate regularly with the Director of CUWA, Judy Emery or any successor, regarding any issues or special requests.

Denver will keep all pertinent files and documents related to the Consultant's services for no less than three (3) years past the last audit year where Consultant services were performed under this Agreement.

Denver or the Consultant shall initiate contact, as needed with the following appropriate individuals:

Judy Emery, CUWA Director, 720-785-3672, jemery@arapahoegov.com

Kelly Folks, Regional Workforce Director, Arapahoe/Douglas Works! Division Manager, 720-891-7862 cell or 303-636-1252, KFolks@arapahoegov.com
Nicole Russ, Administrative Services Division Manager, 303-738-7922, NRuss@arapahoegov.com

Either Party may designate alternate, substitute, or successor contact representatives by providing written notice to the other Party of such alternative, substitution or succession.