

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter the “Agreement”) is entered into to be effective July 1, 2020 between the **CITY AND COUNTY OF DENVER on behalf of Denver Workforce Services (a Division of the Office of Denver Economic Development & Opportunity)** (“Denver”), and the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY on behalf of Arapahoe/Douglas Works! (a Division of the Community Resources Department of Arapahoe County Government)** (“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 Workforce Innovation and Opportunity Act of 2014 (“WIOA”) emphasizes primary customer accessing services via a one-stop center, and job orders are a critical component of WIOA service delivery, providing direct value to employers, employer associations or other such organizations.; and

**WHEREAS**, to provide employers access to registered job seekers within WIOA service delivery, the Parties must approve all new employers and job orders posted through the Connecting Colorado system; and

**WHEREAS**, such approval includes providing daily quality control functions on all new job orders posted by employers per the business service policy guidance of the Division of Workforce Services located within Denver’s office of Denver Economic Development & Opportunity (“DEDO-DWS”); and

**WHEREAS**, the Parties require the retention of one or more full-time or part-time individuals to perform certain job posting services to accomplish the goals set forth pursuant to WIOA to the benefit of both Parties (as identified by the Parties, the “Consultant”); and

**WHEREAS**, to fulfill one of the goals of the Statewide job order services authorized by WIOA, Arapahoe and Denver are entering into this Agreement whereby Denver will fund a portion of salary and benefits for Arapahoe retaining the services of the Consultant to confirm that each employer is following the procedures necessary to properly access the Parties’ Connecting Colorado job-posting system detailed and described in **Exhibit A**, attached hereto and incorporated herein by reference (the “Services”); and

**WHEREAS**, authority exists in the law and 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 shall be identified jointly by the Parties and shall be currently employed by Arapahoe in the Workforce Services division of Arapahoe Douglas Works! (“ADW”). The Consultant will be performing the Services at the offices of ADW and DEDO-DWS. ADW has agreed to collaborate on the performance of the Services with Denver and to allow the Consultant to perform the Services to the benefit of both Parties, with a portion of their salary and benefits to be reimbursed by Denver 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 ADW, and will be supervised by ADW.

3. The term of this Agreement shall be from July 1, 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 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. Denver agrees to pay Arapahoe an annual amount not-to-exceed Forty Thousand Dollars (\$40,000.00) for a total of Eighty Thousand Dollars (\$80,000.00) to reimburse Arapahoe for the costs associated with the Consultant’s salary and benefits during the term of this Agreement. Arapahoe shall invoice Denver on a quarterly basis for the Services provided by the Consultant. Denver shall pay said invoice within thirty (30) days of receipt of invoice. All expenditures are subject to lawful budget and appropriation of funds by Denver.

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, Denver shall reimburse Arapahoe for all Services performed up to the date of receipt of the notice of termination, which shall be due and payable to Arapahoe 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, each Party 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.* (“CGIA”). This obligation shall survive the termination of this Agreement.

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

8. Each Party shall designate an authorized representative to the other Party for the purpose of administering, coordinating and approving the Services performed pursuant to this Agreement (as identified, a “Representative”). Either Party may change the identity of the Representative by providing written notice to the other Party of such change.

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

10. In relation to the Agreement, Denver and Arapahoe each represent that it is a self-insurer as permitted by the CGIA, 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 CGIA.

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

201 West Colfax Avenue, Dept. 208  
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: Kelly Folks, Division Manager  
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.

*[Remainder of Page Intentionally Left Blank]*

*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**

**Contract Control Number:**  
**Contractor Name:**

OEDEV-202055078-00  
ARAPAHOE COUNTY GOVERNMENT

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

OEDEV-202055078-00  
ARAPAHOE COUNTY GOVERNMENT

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Exhibit A**

### **Approval of Job Orders**

Job Orders Guide, for a comprehensive resource on job orders.

#### **Partner Responsibilities**

1. Adhere to the most recent guidance provided by the Colorado Department of Labor and Employment.
  - a) Current PGL – PGL-WP-2016-04
2. Memorandums of Understanding (MOUs)
  - b) All local areas and partners should act in accordance with local MOUs required under WIOA. Connecting Colorado access may be addressed in local MOUs or in separate data sharing agreements. If access is addressed, it must include the level of access to Connecting Colorado, procedures for requesting access, procedures for notifying the local area when staff access should be terminated, and data confidentiality.
3. Connecting Colorado Access
  - a) All required partners that engage with businesses may be granted staff access to Connecting Colorado, to facilitate business partnerships and information-sharing.
  - b) Local areas are responsible for granting access to the partners in their area and providing training as needed, including providing this PGL requiring partners to follow it.
4. Inform Denver of any employer that is unable to provide verification of the legitimacy of their business as
  - a) Employer Verification in Connecting Colorado Guide as well as following procedure when appropriate
  - b) Employer Intrusion in Connecting Colorado Procedure will be refused service.
  - c) Any time the Denver Workforce Center receives a wage complaint against an employer, staff will discontinue any open job postings and will not open any new job postings for that employer until and if the complaint is resolved. Staff will notify the employer of the received wage complaint as well as the discontinuation of service including information on the process and what needs to occur for the wage complaint to be resolved.
5. Prior to approving any “ZZ” Job Central job posting, Arapahoe staff will check for existing local job postings that are a duplicate (same company and position). If one exists, the Job Central job posting will be closed.
6. If the posting is not a duplicate, next staff will test the uniform resource locator (“URL”) given to make sure that it is:

- a) Working properly and will allow job seekers to find the job posted and apply for it.
  - b) If the URL is not working properly, the job posting will be closed.
7. If the posting is not a duplicate and the URL is working, then staff will:
- a) Place the job order into Vet Hold until the next day, change the closing date to 45 days (or sooner if the posting indicates a closing date prior to 45 days) and perform a file search.
8. Update Denver of new business accounts on a weekly basis
9. Contact Denver with any issues regarding business accounts.
10. Assist Denver with business account issues. i.e. password resets, account issues and inactive account reactivation.