

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION TO APPROVE MEMORANDUMS OF UNDERSTANDING WITH  
REQUIRED PARTNERS AND THE ADAMS COUNTY WORKFORCE AND BUSINESS  
CENTER PURSUANT TO THE WORKFORCE INVESTMENT ACT OF 1998

**Resolution No. 2014-009**

WHEREAS, the purpose of the Memorandum of Understanding, (MOU) is an agreement between One-Stop Partners and the One-Stop Operator and is designed to cover the provisions of services, operating costs and methods of referring individuals between One Stop operators and partners. Pursuant to the federal Workforce Investment Act of 1998 (WIA), pub. L. 105-220, 29 U.S.C§ 2801, et seq., 20 C.F.R Part 600.300 et seq.; and,

WHEREAS, cooperation between Adams County Workforce and Business Center and the following partners are required by WIA; Adams County Housing Authority, and Access Housing and,

WHEREAS, the Adams County Workforce and Business Center desires to enter into agreements with the aforementioned partners to provide services to individuals within the Workforce Service delivery area; and,

WHEREAS, the Memorandums of Understanding have been Approved –as-to-Form by the County Attorney’s office.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners, County of, Adams , State of Colorado, that the Memorandums of Understanding with the aforementioned partners and the Adams County Workforce and Business Center, copies of which are attached hereto and incorporated herein by this reference, be hereby approved.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye

Commissioners

STATE OF COLORADO     )  
County of Adams         )

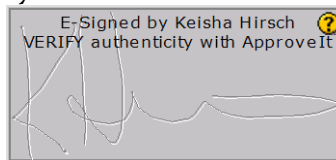
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 6<sup>th</sup> day of January, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

## **STAFF SUMMARY**

### **SUBJECT:**

The Workforce Investment Act (WIA) has been in effect since July 1, 2000 the legislation requires that the One-Stop Operator develop Memoranda of Understanding (MOU) with Federally designated and/or mandated partners to provide services, share operating costs (where applicable) and create methods for referring individuals between the Workforce Center and the One-Stop Partner.

### **BACKGROUND:**

The Memoranda of Understanding includes Adams County Workforce and Business Center and the following mandated partners:

- Adams County Housing Authority
- Access Housing

### **COST & SOURCE FUNDING:**

One of the mandated partners has a MOUS that does not requires any cost sharing and is in place for the One-Stop Partner and the One-Stop Operator to share resources and to provide members to sit on the Workforce Investment Board as mandated by WIA regulations Subpart B§ 662.200,210,220.

The MOU with Adams County Housing Authority is a financial agreement with the Workforce and Business Center. In collaboration with the Housing Authority, the WBC is co-located at the Center for Career and Community Enrichment and will provide staff two (2) days per week as well as Workforce computers for job seekers. Additionally, the Workforce Center agrees to pay the Adams County Housing Authority \$490.00 per month for rent, utilities, building maintenance and miscellaneous supplies.

### **TIMING:**

The effective date of the Memorandums of Understanding is October 1, 2013. These agreements shall terminate on September 30, 2017.

### **INTERESTED AND/OR INVOLVED PARTIES:**

All current Workforce and Community Services Division partners, including but not limited to the Adams County Human Services Department, Colorado Department of Labor and Employment, Adams County Housing Authority, Access Housing, Rocky Mountain SER, and Job Corps.

**MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INVESTMENT ACT OF 1998**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into pursuant to the federal Workforce Investment Act of 1998 (“WIA”), Pub.L. 105-220, 29 U.S.C...§ 2801. et seq., 20 C.F.R. Part 600.300 et seq. and is made by and between the following parties:

Chief Elected Official (“CEO”):

Board of County Commissioners of Adams County, Colorado  
4430 South Adams County Parkway  
Suite C5000A  
Brighton, Colorado 80601-8204

Workforce Investment Board (“WIB”):

Adams County Workforce Investment Board  
4430 South Adams County Parkway  
Suite W5000  
Brighton, Colorado 80601

One-Stop Operator (“OSO”):

Adams County Workforce & Business Center  
4430 South Adams County Parkway  
Suite W5000  
Brighton, Colorado 80601

One-Stop Partner (“OSP”):

Adams County Housing Authority  
7190 Colorado Boulevard, 6<sup>th</sup> Floor  
Commerce City, Colorado 80022

The CEO, the WIB, the OSO, and the OSP, for the consideration herein set forth, agree as follows:

**SECTION I - RESPONSIBILITIES OF THE CEO**

The CEO shall act and perform under this MOU in accordance with relevant provisions of the WIA and any federal rules or state statutes or rules promulgated pursuant thereto. This shall include the development and implementation of methods for referral of individuals to OSPs for appropriate services and activities.

## **SECTION II- RESPONSIBILITIES OF THE WIB**

The WIB shall act and perform under this MOU in accordance with relevant provisions of the WIA and any federal rules or state statutes or rules promulgated pursuant thereto. This shall include the development and implementation of methods for referral of individuals to OSPs for appropriate services and activities.

## **SECTION III - RESPONSIBILITIES OF THE OSO**

The OSO shall act and perform under this MOU in accordance with relevant provisions of the WIA and any federal rules or state statutes or rules promulgated pursuant thereto. This shall include the development and implementation of methods for referral of individuals to OSPs for appropriate services and activities.

**Additionally, the Workforce & Business Center (WBC) agrees to refer the OSP all individuals who are potentially eligible for housing services, and to make available at the WBC promotional and/or informational materials pertaining to the OSP, as supplied to the WBC by the OSP.**

## **SECTION IV - RESPONSIBILITIES OF THE OSP**

The OSP shall refer individuals and/or clients to other OSPs as necessary for appropriate services and activities.

Additionally, the OSP will provide to and/or coordinate with the OSO the following services:

- **The OSP agrees to keep the OSO informed of any changes in the OSP's housing eligibility and will refer any individuals and/or clients needing employment services to the OSO.**
- **The OSP will also make available at its office promotional and/or informational materials pertaining to the OSO, as supplied to the OSP by the OSO.**

## **SECTION V - TERM**

The term of this MOU shall be from October 1, 2013 through September 30, 2017, and shall be renewable for up to four (4) additional consecutive terms, which shall be from October 1 through September 30 of each successive year, by the execution by all parties hereto of the "WIA-MOU Extension Letter," which is attached hereto as Exhibit "B," in accordance with the OSO's WIA Local Plan.

## **SECTION VI- PAYMENT AND FEE SCHEDULE**

This MOU does not involve the payment of funds by the OSO to the OSP or by the OSP to the OSO. This MOU involves a commitment to the parties to share resources as described herein.

Payment and/or the sharing of resources pursuant to this MOU, whether in full or in part, is

subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that such funds become unavailable, as determined by the CEO and the WIB, the CEO and the WIB may immediately terminate this MOU or amend it accordingly. In no event whatsoever shall this MOU be construed to require that Adams County funds be expended for any and/or all of the purposes described herein.

#### **SECTION VII - INDEPENDENT CONTRACTOR**

In providing services under this MOU, the OSP acts as an independent contractor and not as an employee of the CEO, the WIB, and/or the OSO. The OSP shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this MOU. No employee, agent, servant, or subcontractor of the OSP shall be deemed to be an employee, agent, or servant of the CEO, the WIB, and/or the OSO because of the performance of any services or work under this MOU. The OSP, at its expense, shall procure and maintain workers' compensation insurance as required by law.

**Pursuant to the Workers' Compensation Act § 8-40-202(2) (b) (IV), C.R.S., as amended, the OSP understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The OSP further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this MOU.**

#### **SECTION VIII - NONDISCRIMINATION**

The OSP shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The OSP agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

This MOU may provide for the promotion of equal, effective, and meaningful participation by individuals with disabilities through program accessibility, reasonable accommodations, auxiliary aids and services, and rehabilitation technology.

#### **SECTION IX - INDEMNIFICATION**

To the extent permitted by law, the OSP agrees to indemnify and hold harmless the CEO, the WIB, and the OSO, and each entities' officers, agents, and employees, for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the OSP's performance or failure to perform pursuant to the terms of this MOU.

#### **SECTION X - INSURANCE**

If the OSP is a "public entity" within the meaning of the Colorado Governmental Immunity Act

(“Act”), §§ 24-10-101, et seq., C.R.S., as amended, the OSP shall at all times during the term of this MOU maintain such liability insurance, by commercial policy of self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the CEO, the WIB and/or the OSO, the OSP shall show proof of such insurance.

If the OSP is not a “public entity” within the meaning of the Act, the OPS agree to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include product liability, completed operations, contractual, broad form property damage, and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

In addition, the OSP shall also maintain:

Workers’ Compensation Insurance: Per Colorado Statutes

- Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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- This insurance requirement applies only to OSPs who are performing services under this MOU as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The OSP’s commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the OSO as an “additional insured,” and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against Adams County or the OSO, it being the intent of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses resulting from the actions or negligence of the OSP.
2. The insurance companies issuing the policy or policies shall have no response against Adams County or the OSO for payment of any premiums due or for any assessments under any form of any policy.

3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the OSP.

All insurers of the OSP must be licensed or approved to do business in the State of Colorado. Upon failure of the OSP to furnish, deliver, and/or maintain such insurance as provided herein, this MOU, at the election of the CEO and the WIB, may be immediately declared suspended, discontinued, or terminated. Failure of the OSP to obtain and/or maintain any required insurance shall not relieve the OSP from any liability under this MOU, nor shall the insurance requirements be construed to conflict with the obligations of the OSP concerning indemnification.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the CEO and the WIB.

At any time during the term of this MOU, the CEO, the WIB, and/or the OSO may require the OSP to provide proof of the insurance coverage or policies required under this MOU.

#### **SECTION XI - TERMINATION**

If, through any cause, the OSP fails to fulfill its obligations under this MOU in a timely and proper manner, or if the OSP violates any of the covenants, conditions, or stipulations of this MOU, the CEO and the WIB shall thereupon have the right to terminate this MOU. Prior to terminating the MOU under this Section XI, the OSP must be given written notice of the alleged breach, in accordance with Section XII, paragraph G, and must be given thirty (30) calendar days in which to cure the alleged breach, unless the alleged breach imposes an immediate threat to public health and/or safety, in which case the MOU may be terminated immediately. If the OSP fails to cure the alleged breach within the thirty (30) day cure period, the CEO and the WIB shall have the right to terminate the MOU by giving written notice thereof to the OSP, in accordance with Section XII, paragraph G.

#### **SECTION XII - MUTUAL UNDERSTANDINGS**

##### **A. Jurisdiction and Venue**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this MOU. The parties agree that jurisdiction and venue for any disputes arising under this MOU shall be with the District Court of Adams County, Colorado.

##### **B. Compliance with Laws**

During the performance of this MOU, the OSP agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit



requirements, and all child support, student loan, and/or other debt collection mandates concerning individuals and/or clients. The OSP specifically agrees to strictly adhere to all applicable federal and state statutes, rules, and regulations concerning the confidentiality of individual and/or client records and/or contacts. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present.

C. Record Retention

The OSP shall maintain records and documentation of the services provided under this MOU, including fiscal records, and shall retain the records for a period of five (5) years from the date this MOU is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, CEO, WIB, and/or OSO personnel. The records and documents maintained by the OSP shall be of such specificity and in such form as to enable the OSO to meet the reporting and accountability requirements of the WIA and any federal rules or state statutes and rule promulgated pursuant thereto.

D. Assignability

Neither this MOU, nor any-rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the OSP without the prior written consent of the CEO, the WIB, and the OSO.

E. Waiver

Waiver of strict performance or the breach of any provision of this MOU shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

None of the parties hereto shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this MOU are deemed to have been received, and, to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt

of confirmation that a facsimile was received. For the purposes of this MOU, any and all notices shall be addressed to the contacts listed below:

For the CEO:

Board of County Commissioners  
4430 South Adams County Parkway  
Suite C5000A  
Brighton, Colorado 80601-8204  
Phone: (720) 523-6100  
Fax: (720) 523-6045

and Adams County Attorney's Office  
4430 South Adams County Parkway  
Suite C5000B  
Brighton, Colorado 80601-8206  
Phone: (720) 523-6116  
Fax: (720) 523-6114

For the WIB:

Adams County Workforce Investment Board  
Terry Kish, Chairman  
Colorado Contractors Association, Inc.  
6880 South Yosemite Court, # 200  
Englewood, Colorado 80015  
Phone: (303) 290-6611

For the OSO:

Adams County Workforce & Business Center  
Phillipp, Administrator  
4430 South Adams County Parkway  
Suite W5000  
Brighton, Colorado 80601  
Phone: (720) 523-6915  
Fax: (720) 523-6974

For the OSP:

Adams County Housing Authority  
Don May, Executive Director  
7190 Colorado Boulevard, 6<sup>th</sup> Floor  
Commerce City, Colorado 80022  
Phone: (303) 227-2080  
Fax: (303) 227-2098

H. Integration of Understanding

This MOU contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

I. Severability

If any provision of this MOU is determined to be unenforceable or invalid for any reason, the remainder of this MOU shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

J. Authorization

Each party represents and warrants that it has the power and ability to enter into this MOU, to grant the rights granted herein, and to perform the duties and obligations herein described.

**COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**  
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the OSP shall meet the following requirements prior to signing this MOU (public contract for service) and for the duration thereof:

The OSP shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

The OSP shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

The OSP shall not enter into a contract with a subcontractor that fails to certify to the OSP that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

At the time of signing this public contract for services, the OSP has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

The OSP shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

If OSP obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the OSP shall: notify the subcontractor and the County within three days that the OSP has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the OSP shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

OSP shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If OSP violates this Section of this MOU, the County may terminate this MOU. If the MOU is so terminated, the OSP shall be liable for actual and consequential damages to the County.

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned OSP hereby certifies that at the time of this certification, OSP does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the OSP will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

OSP:

\_\_\_\_\_  
Adams County Housing Authority

10-11-13  
\_\_\_\_\_  
Date

CHRIS SHAFFNER

\_\_\_\_\_  
Name (Print or Type)



\_\_\_\_\_  
Signature

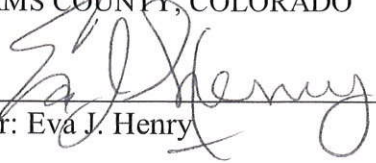
CHIEF OPERATING OFFICER

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

IN WITNESS WHEREOF, the parties' hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

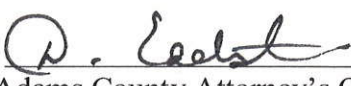
  
Chair: Eva J. Henry

1-13-14  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER





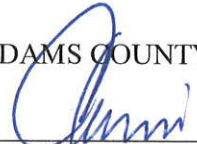
APPROVED AS TO FORM:  
  
Adams County Attorney's Office

WIB: ADAMS COUNTY WORKFORCE INVESTMENT BOARD

  
Name: Terry Kish  
Title: Chair


11-14-13  
Date

OSO: ADAMS COUNTY WORKFORCE & BUSINESS CENTER

  
Name: Chris Kline  
Title: Director,  
Adams County Human Services Department

10-23-13  
Date

OSP: AGENCY

  
Name: Chris Shaffner  
Title: Chief Operating Officer

10-1-13  
Date

## ATTACHMENT 1

1. To the extent applicable, the CEO, WIB, OSO, and OSP shall comply with the procurement rules of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as adopted by the United States Department of Labor, pursuant to 29 C.F.R. § 97.36, a copy of which is attached hereto and incorporated fully herein as “Exhibit A.”
2. The MOU shall be administered pursuant to the contract administration policy adopted by the CEO and WIB, on behalf of the OSO, a copy of which is attached hereto and incorporated herein as “Exhibit B.”
3. To the extent that the responsibilities of the CEO, WIB, OSO and/or OSP, as identified in the MOU, involve a sharing of resources, the OSO’s cost allocation plan (“CAP”) shall reflect the financial details of that sharing of resources.
4. All other terms and conditions of the MOU not in conflict with this Attachment #1 shall remain in full force and effect throughout the extended term of the MOU.
5. The MOU and Attachment #1 contain the entire understanding of the parties hereto and the rights and obligations contained therein shall not be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
6. This Attachment #1 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
7. If any provision of this Attachment #1 is determined to be unenforceable or invalid for any reason, the remainder of this Attachment #1 shall remain in effect, unless otherwise terminated in accordance with the terms contained in the MOU.
8. Each party represents and warrants that it has the power and ability to enter into this Attachment #1, to grant the rights granted herein, and to perform the duties and obligations herein described.

**WIA-MOU EXTENSION LETTER  
AMENDMENT # \_\_\_\_\_ TO MOU**

Date

OSP  
Address

Re: Extension of Memorandum of Understanding Pursuant to the Workforce Investment Act of 1998

Dear Workforce Partner:

This letter is issued pursuant to Section V of the Memorandum of Understanding Pursuant to the Workforce Investment Act of 1998 (“WIA-MOU”), which the parties below named entered into for the term of DATE through DATE.

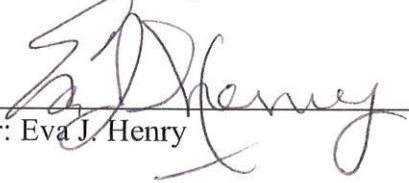
Pursuant to Section V of the WIA-MOU, the term of the WTA-MOU is hereby extended for an addition one-year term of October 1, \_\_ through September 30, \_\_\_\_ Additionally, Section VI of the WIA-MOU, concerning the payment and fee schedule, shall be amended, as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All of the other provisions of the WIA-MOU shall remain in full force and effect during the term of this extension.

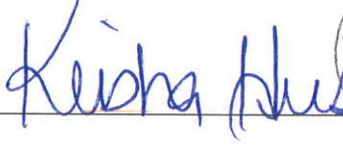

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto .


BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

  
Chair: Eva J. Henry

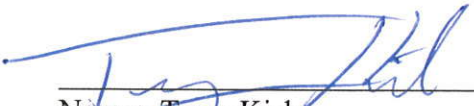
1-13-14  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER

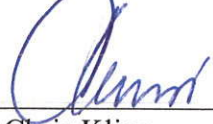
APPROVED AS TO FORM:  
  
Adams County Attorney's Office

WIB: ADAMS COUNTY WORKFORCE INVESTMENT BOARD

  
Name: Terry Kish  
Title: Chair

11-14-13  
Date

OSO: ADAMS COUNTY WORFORCE & BUSINESS CENTER

  
Name: Chris Kline  
Title: Director,  
Adams County Human Services Department

12-23-13  
Date

OSP:

  
Name: Chris Shaffner  
Title: Chief Operating Officer

10-11-13  
Date



RESOURCE SHARING AGREEMENT BETWEEN

Adams County Workforce & Business Center (ACWBC) and  
Adams County Housing Authority/Center for Career and Community Enrichment

The purpose of this agreement is to establish cost sharing responsibilities of the Adams County Housing Authority/Center for Career and Community Enrichment located at 7117 Federal Boulevard, Westminster Colorado 80030 and ACWBC at the Adams County Government Center, 4430 South Adams County Parkway, Suite W5000, Brighton, Colorado 80601-2221.

The ACWBC agrees to:

- Provide core labor exchange services to all job seekers who use the Center for Career and Community Enrichment.
- WBC Staff will be on location two (2) days per week to provide direct services.
- Computers will be available for customer access five (5) days per week for job search activities.
- The ACWBC agrees to pay the Adams County Housing Authority/Center for Career and Community Enrichment \$490.00 per month/\$5880.00 per year for maintenance and operational costs related to the upkeep of the facility as illustrated below:

	<u>Monthly ACWBC Cost:</u>
➤ Internet and Phones (Comcast)	\$108.00
➤ Static IP Address	\$10.00
➤ Miscellaneous Office Supplies	\$50.00
➤ VPN Firewall	\$50.00
➤ Printer and Computer Supplies	\$40.00
➤ Electricity	\$92.00
➤ Water	\$40.00
➤ Trash and Sewer	\$60.00
➤ Building Maintenance	\$40.00
<b>Total</b>	<b>\$490.00</b>

The Adams County Housing Authority agrees to:

- Provide space for ACWBC workforce staff to conduct labor exchange services to all job seekers who use the Center for Career and Community Enrichment
- Provide use of all office equipment.
- Provide referral of appropriate customers to the workforce staff.
- Provide the ACWBC with a monthly invoice by the 5<sup>th</sup> of the month for expedient processing. The payment cycle takes two weeks for processing.



\_\_\_\_\_  
Phillipp Noble, ACWBC Administrator

10/10/13

\_\_\_\_\_  
Date

**§ 97.35 Subawards to debarred and suspended parties.**

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**§ 97.36 Procurement.**

(a) *States.* When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (1) in this section.

(b) *Procurement standards.* (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The

grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and

conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.* (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 97.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly

restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(1) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed*—(1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) *Procurement by sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in § 97.36(d)(2)(1) apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(i) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) *Procurement by competitive proposals.* The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(i) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for

pre-award review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.* (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders,

unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 97.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.* (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement

documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(4) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(5) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) *Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.* (Contracts more than the simplified acquisition threshold)

(2) *Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for set-*

*tlement.* (All contracts in excess of \$10,000)

(3) *Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11875 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).* (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) *Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).* (All contracts and subgrants for construction or repair)

(5) *Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).* (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) *Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).* (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) *Notice of awarding agency requirements and regulations pertaining to reporting.*

(8) *Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.*

(9) *Awarding agency requirements and regulations pertaining to copyrights and rights in data.*

(10) *Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.*

\$100,000 →

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1867(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19839, 19948, Apr. 19, 1995]

#### § 97.37 Subgrants.

(a) *States.* States shall follow state law and procedures when awarding and administering subgrants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. States shall:

(1) Ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations;

(2) Ensure that subgrantees are aware of requirements imposed upon them by Federal statute and regulation;

(3) Ensure that a provision for compliance with § 97.42 is placed in every cost reimbursement subgrant; and

(4) Conform any advances of grant funds to subgrantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies.

(b) *All other grantees.* All other grantees shall follow the provisions of this part which are applicable to awarding agencies when awarding and administering subgrants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. Grantees shall:

(1) Ensure that every subgrant includes a provision for compliance with this part;

(2) Ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations; and

(3) Ensure that subgrantees are aware of requirements imposed upon them by Federal statutes and regulations.

(c) *Exceptions.* By their own terms, certain provisions of this part do not apply to the award and administration of subgrants:

(1) Section 97.10;

(2) Section 97.11;

(3) The letter-of-credit procedures specified in Treasury Regulations at 31 CFR part 205, cited in § 97.21; and

(4) Section 97.59.

#### REPORTS, RECORDS RETENTION, AND ENFORCEMENT

#### § 97.40 Monitoring and reporting program performance.

(a) *Monitoring by grantees.* Grantees are responsible for managing the day-to-day operations of grant and subgrant supported activities. Grantees must monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

(b) *Nonconstruction performance reports.* The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency this report will be due on the same date as the final Financial Status Report.

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a



**MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INVESTMENT ACT OF 1998**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into pursuant to the federal Workforce Investment Act of 1998 (“WIA”), Pub.L. 105-220, 29 U.S.C. § 2801. et seq., 20 C.F.R. Part 600.300 et seq. and is made by and between the following parties:

Chief Elected Official (“CEO”):

Board of County Commissioners of Adams County, Colorado  
4430 South Adams County Parkway  
Suite C5000A  
Brighton, Colorado 80601-8204

Workforce Investment Board (“WIB”):

Adams County Workforce Investment Board  
4430 South Adams County Parkway  
Suite W5000  
Brighton, Colorado 80601

One-Stop Operator (“OSO”):

Adams County Workforce & Business Center  
4430 South Adams County Parkway  
Suite W5000  
Brighton, Colorado 80601

One-Stop Partner (“OSP”):

ACCESS Housing, Inc.  
6978 Colorado Boulevard  
Commerce City, Colorado 80022

The CEO, the WIB, the OSO, and the OSP, for the consideration herein set forth, agree as follows:

**SECTION I - RESPONSIBILITIES OF THE CEO**

The CEO shall act and perform under this MOU in accordance with relevant provisions of the WIA and any federal rules or state statutes or rules promulgated pursuant thereto. This shall include the development and implementation of methods for referral of individuals to OSPs for appropriate services and activities.

## **SECTION II - RESPONSIBILITIES OF THE WIB**

The WIB shall act and perform under this MOU in accordance with relevant provisions of the WIA and any federal rules or state statutes or rules promulgated pursuant thereto. This shall include the development and implementation of methods for referral of individuals to OSPs for appropriate services and activities.

## **SECTION III - RESPONSIBILITIES OF THE OSO**

The OSO shall act and perform under this MOU in accordance with relevant provisions of the WIA and any federal rules or state statutes or rules promulgated pursuant thereto. This shall include the development and implementation of methods for referral of individuals to OSPs for appropriate services and activities.

**Additionally, the OSO agrees to refer potential housing applicants to the OSP for services, and will distribute promotional and/or informational materials pertaining to the OSP's services, as provided to the OSO by the OSP.**

## **SECTION IV - RESPONSIBILITIES OF THE OSP**

The OSP shall refer individuals and/or clients to other OSPs as necessary for appropriate services and activities.

Additionally, the OSP will provide to and/or coordinate with the OSO the following services:

- **A member of the OSP will serve on the OSO's Youth Council, as established pursuant to the Workforce Investment Act**
- **The OSO and the OSP will offer the following adult education services:**
  - **GED preparation**
- **The OSP will distribute promotional and/or informational materials pertaining to the OSO's services, as provided to the OSP by the OSO.**

## **SECTION V - TERM**

The term of this MOU shall be from October 1, 2013 through September 31, 2017, and shall be renewable for up to four (4) additional consecutive terms, which shall be from October 1 through September 30 of each successive year, by the execution by all parties hereto of the "WIA-MOU Extension Letter," which is attached hereto as Exhibit "B," in accordance with the OSO's WIA Local Plan.

## **SECTION VI - PAYMENT AND FEE SCHEDULE**

This MOU does not involve the payment of funds by the OSO to the OSP or by the OSP to the OSO. This MOU involves a commitment to the parties to share resources as described herein.

Payment and/or the sharing of resources pursuant to this MOU, whether in full or in part, is

subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that such funds become unavailable, as determined by the CEO and the WIB, the CEO and the WIB may immediately terminate this MOU or amend it accordingly. In no event whatsoever shall this MOU be construed to require that Adams County funds be expended for any and/or all of the purposes described herein.

### **SECTION VII - INDEPENDENT CONTRACTOR**

In providing services under this MOU, the OSP acts as an independent contractor and not as an employee of the CEO, the WIB, and/or the OSO. The OSP shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this MOU. No employee, agent, servant, or subcontractor of the OSP shall be deemed to be an employee, agent, or servant of the CEO, the WIB, and/or the OSO because of the performance of any services or work under this MOU. The OSP, at its expense, shall procure and maintain workers' compensation insurance as required by law.

**Pursuant to the Workers' Compensation Act § 8-40-202(2) (b) (IV), C.R.S., as amended, the OSP understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The OSP further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this MOU.**

### **SECTION VIII - NONDISCRIMINATION**

The OSP shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The OSP agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

This MOU may provide for the promotion of equal, effective, and meaningful participation by individuals with disabilities through program accessibility, reasonable accommodations, auxiliary aids and services, and rehabilitation technology.

### **SECTION IX - INDEMNIFICATION**

To the extent permitted by law, the OSP agrees to indemnify and hold harmless the CEO, the WIB, and the OSO, and each entities' officers, agents, and employees, for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the OSP's performance or failure to perform pursuant to the terms of this MOU.

**SECTION X - INSURANCE**

If the OSP is a “public entity” within the meaning of the Colorado Governmental Immunity Act (“Act”), §§ 24-10-101, et seq., C.R.S., as amended, the OSP shall at all times during the term of this MOU maintain such liability insurance, by commercial policy of self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the CEO, the WIB, and/or the OSO, the OSP shall show proof of such insurance.

If the OSP is not a “public entity” within the meaning of the Act, the OPS agree to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include product liability, completed operations, contractual, broad form property damage, and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

In addition, the OSP shall also maintain:

Workers’ Compensation Insurance: Per Colorado Statutes

- Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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- This insurance requirement applies only to OSPs who are performing services under this MOU as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The OSP’s commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the OSO as an “additional insured,” and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against Adams County or the OSO, it being the intent of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses resulting from the actions or negligence of the OSP.

2. The insurance companies issuing the policy or policies shall have no response against Adams County or the OSO for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the OSP.

All insurers of the OSP must be licensed or approved to do business in the State of Colorado. Upon failure of the OSP to furnish, deliver, and/or maintain such insurance as provided herein, this MOU, at the election of the CEO and the WIB, may be immediately declared suspended, discontinued, or terminated. Failure of the OSP to obtain and/or maintain any required insurance shall not relieve the OSP from any liability under this MOU, nor shall the insurance requirements be construed to conflict with the obligations of the OSP concerning indemnification.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the CEO and the WIB.

At any time during the term of this MOU, the CEO, the WIB, and/or the OSO may require the OSP to provide proof of the insurance coverage or policies required under this MOU.

#### **SECTION XI - TERMINATION**

If, through any cause, the OSP fails to fulfill its obligations under this MOU in a timely and proper manner, or if the OSP violates any of the covenants, conditions, or stipulations of this MOU, the CEO and the WIB shall thereupon have the right to terminate this MOU. Prior to terminating the MOU under this Section XI, the OSP must be given written notice of the alleged breach, in accordance with Section XII, paragraph G, and must be given thirty (30) calendar days in which to cure the alleged breach, unless the alleged breach imposes an immediate threat to public health and/or safety, in which case the MOU may be terminated immediately. If the OSP fails to cure the alleged breach within the thirty (30) day cure period, the CEO and the WIB shall have the right to terminate the MOU by giving written notice thereof to the OSP, in accordance with Section XII, paragraph G.

#### **SECTION XII - MUTUAL UNDERSTANDINGS**

##### **A. Jurisdiction and Venue**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this MOU. The parties agree that jurisdiction and venue for any disputes arising under this MOU shall be with the District Court of Adams County, Colorado.

##### **B. Compliance with Laws**

During the performance of this MOU, the OSP agrees to strictly adhere to all applicable

federal, state, and local laws, rules and regulations, including all licensing and permit requirements, and all child support, student loan, and/or other debt collection mandates concerning individuals and/or clients. The OSP specifically agrees to strictly adhere to all applicable federal and state statutes, rules, and regulations concerning the confidentiality of individual and/or client records and/or contacts. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present.

C. Record Retention

The OSP shall maintain records and documentation of the services provided under this MOU, including fiscal records, and shall retain the records for a period of five (5) years from the date this MOU is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, CEO, WIB, and/or OSO personnel. The records and documents maintained by the OSP shall be of such specificity and in such form as to enable the OSO to meet the reporting and accountability requirements of the WIA and any federal rules or state statutes and rule promulgated pursuant thereto.

D. Assignability

Neither this MOU, nor any-rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the OSP without the prior written consent of the CEO, the WIB, and the OSO.

E. Waiver

Waiver of strict performance or the breach of any provision of this MOU shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

None of the parties hereto shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this MOU are deemed to have been received, and, to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt

of confirmation that a facsimile was received. For the purposes of this MOU, any and all notices shall be addressed to the contacts listed below:

For the CEO:

Board of County Commissioners  
4430 South Adams County Parkway  
Suite C5000A  
Brighton, Colorado 80601-8204  
Phone: (720) 523-6100  
Fax: (720) 523-6045

and Adams County Attorney's Office  
4430 South Adams County Parkway  
Suite C5000B  
Brighton, Colorado 80601-8206  
Phone: (720) 523-6116  
Fax: (720) 523-6114

For the WIB:

Adams County Workforce Investment Board  
Terry Kish, Chairman  
Colorado Contractors Association, Inc.  
6880 South Yosemite Court, #200  
Englewood, Colorado 80155  
Phone: (303) 290-6611

For the OSO:

Adams County Workforce & Business Center  
Phillpp Noble, Administrator  
4430 South Adams County Parkway  
Suite W5000  
Brighton, Colorado 80601  
Phone: (720) 523-6915  
Fax: (720) 523-6974

For the OSP:

Alicia Aguilar, Director of Programs  
ACCESS Housing, Inc.  
6978 Colorado Boulevard  
Commerce City, Colorado 80022  
Phone: (303) 289-7078

H. Integration of Understanding

This MOU contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

I. Severability

If any provision of this MOU is determined to be unenforceable or invalid for any reason, the remainder of this MOU shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

J. Authorization

Each party represents and warrants that it has the power and ability to enter into this MOU, to grant the rights granted herein, and to perform the duties and obligations herein described.

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the OSP shall meet the following requirements prior to signing this MOU (public contract for service) and for the duration thereof:

The OSP shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

The OSP shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

The OSP shall not enter into a contract with a subcontractor that fails to certify to the OSP that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

At the time of signing this public contract for services, the OSP has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

The OSP shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

If OSP obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the OSP shall: notify the subcontractor and the County within three days that the OSP has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the OSP shall not terminate the contract with the subcontractor if during such



three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

OSP shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If OSP violates this Section of this MOU, the County may terminate this MOU. If the MOU is so terminated, the OSP shall be liable for actual and consequential damages to the County.

### CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned OSP hereby certifies that at the time of this certification, OSP does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the OSP will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

OSP:

\_\_\_\_\_  
Access Housing

11/4/13  
\_\_\_\_\_  
Date

Alicia Aguilar  
Name (Print or Type)

Alicia M. Aguilar  
Signature

Director of Programs & Communications  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering


IN WITNESS WHEREOF, the parties' hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

Eva J. Henry  
Chair: Eva J. Henry

1-13-14  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER

Keisha Long  


APPROVED AS TO FORM:

W. Coelst  
Adams County Attorney's Office

WIB: ADAMS COUNTY WORKFORCE INVESTMENT BOARD

Terry Kish  
Name: Terry Kish  
Title: Chair

11-14-13  
Date

OSO: ADAMS COUNTY WORKFORCE & BUSINESS CENTER

Chris Kline  
Name: Chris Kline  
Title: Director  
Adams County Human Services Department

11-6-13  
Date

OSP: AGENCY

Alicia M. Aguilar  
Name: Alicia Aguilar  
Title: Director of Programs

11/6/13  
Date

## ATTACHMENT 1

1. To the extent applicable, the CEO, WIB, OSO, and OSP shall comply with the procurement rules of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as adopted by the United States Department of Labor, pursuant to 29 C.F.R. § 97.36, a copy of which is attached hereto and incorporated fully herein as "Exhibit A."
2. The MOU shall be administered pursuant to the contract administration policy adopted by the CEO and WIB, on behalf of the OSO, a copy of which is attached hereto and incorporated herein as "Exhibit B."
3. To the extent that the responsibilities of the CEO, WIB, OSO and/or OSP, as identified in the MOU, involve a sharing of resources, the OSO's cost allocation plan ("CAP") shall reflect the financial details of that sharing of resources.
4. All other terms and conditions of the MOU not in conflict with this Attachment #1 shall remain in full force and effect throughout the extended term of the MOU.
5. The MOU and Attachment #1 contain the entire understanding of the parties hereto and the rights and obligations contained therein shall not be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
6. This Attachment #1 may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
7. If any provision of this Attachment #1 is determined to be unenforceable or invalid for any reason, the remainder of this Attachment #1 shall remain in effect, unless otherwise terminated in accordance with the terms contained in the MOU.
8. Each party represents and warrants that it has the power and ability to enter into this Attachment #1, to grant the rights granted herein, and to perform the duties and obligations herein described.

**WIA-MOU EXTENSION LETTER  
AMENDMENT # \_\_\_\_\_ TO MOU**

Date

OSP  
Address

Re: Extension of Memorandum of Understanding Pursuant to the Workforce Investment Act of 1998

Dear One-Stop Partner:

This letter is issued pursuant to Section V of the Memorandum of Understanding Pursuant to the Workforce Investment Act of 1998 (“WIA-MOU”), which the parties below named entered into for the term of DATE through DATE.

Pursuant to Section V of the WIA-MOU, the term of the WTA-MOU is hereby extended for an addition one-year term of October 1, \_\_\_ through September 30, \_\_\_. Additionally, Section VI of the WIA-MOU, concerning the payment and fee schedule, shall be amended, as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All of the other provisions of the WIA-MOU shall remain in full force and effect during the term of this extension.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto .

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair: Eva J. Henry

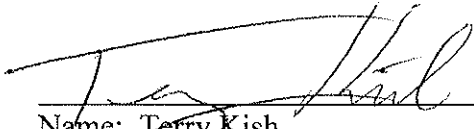
\_\_\_\_\_  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
Adams County Attorney's Office

\_\_\_\_\_  
WIB: ADAMS COUNTY WORKFORCE INVESTMENT BOARD

  
\_\_\_\_\_  
Name: Terry Kish  
Title: Chair

11-14-13  
\_\_\_\_\_  
Date

OSO: ADAMS COUNTY WORFORCE & BUSINESS CENTER

\_\_\_\_\_  
Name: Chris Kline, Director  
Title: Adams County Human Services  
Department

\_\_\_\_\_  
Date

OSP:

\_\_\_\_\_  
Name: Alicia Aguilar  
Title: Director of Programs

\_\_\_\_\_  
Date

**RESOURCE SHARING AGREEMENT BETWEEN**

**Adams County Workforce & Business Center (ACWBC) and  
(Agency Name)**

The purpose of this agreement is to establish cost sharing responsibilities of the (Agency Name) and ACWBC at the Westminster Adams County Workforce & Business Center site.

(Agency Name) agrees to:

Provide: \_\_\_\_\_ services for the customers of the WBC. It is estimated that the value of the \_\_\_\_\_

ACWBC agrees to:

Provide: \_\_\_\_\_ services for the WBC customers. The value of this \_\_\_\_\_ with use of all \_\_\_\_\_ and \_\_\_\_\_ is estimated to be \$\_\_\_\_\_

\_\_\_\_\_  
Phillipp Noble, ACWBC Administrator

\_\_\_\_\_  
Date