

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH FRONT  
RANGE COMMUNITY COLLEGE AND THE ADAMS COUNTY WORKFORCE AND  
BUSINESS CENTER PURSUANT TO THE WORKFORCE INVESTMENT ACT OF 1998

Resolution 2014-089

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 partner are required by WIA; Front Range Community College and,

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

WHEREAS, the Memorandum of Understanding has 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 Memorandum of Understanding with the aforementioned partner 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 10<sup>th</sup> day of February, A.D. 2014.

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



By:



Deputy

**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  
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 80601-8221

One-Stop Operator (“OSO”):

Adams County Workforce & Business Center  
4430 South Adams County Parkway, Suite W5000  
Brighton, Colorado 80601-8221

One-Stop Partner (“OSP”):

State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education, for the Use and Benefit of Front Range Community College  
3645 West 112<sup>th</sup> Avenue  
Westminster, Colorado 80031

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. The OSO and the OSP also agree to provide cross training for eligible individuals or clients, as determined to be appropriate on a case-by-case basis. In addition, the OSO will provide the following:

- **The OSO will make available at its offices promotional and/or information materials pertaining to the OSP, as supplied by the OSO to 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.

- **The OSP will 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<sup>th</sup> 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 involves a commitment by the parties to share resources as described herein. The OSO will provide, on an as-needed basis, access to office space at the Adams County Workforce & Business Center and its satellite office, so that the OSP may meet with individuals and/or clients and provide services as appropriate.

A. Fund Availability

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 Agreement.**

**SECTION VIII - NONDISCRIMINATION**

The OSO 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 OSO 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**

Each party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents, and employees in the performance or failure to perform under this Agreement. By agreeing to this provision, neither party to this Agreement waives or intends to waive, as to any person not a party to the Agreement the limitations on liability which are provided to each party under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.”

**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 should 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 violations 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 and  
4430 South Adams County Parkway  
Suite C5000A  
Brighton, Colorado 80601  
Phone: (720) 523-6100  
Fax: (720) 523-6065

Adams County Attorney's Office  
4430 South Adams County Parkway  
Suite C5000B  
Brighton, Colorado 80601  
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  
Englewood, Colorado 80015  
Phone: (303) 290-6611

For the OSO:

Adams County Workforce & Business Center  
Phillipp Noble, Administrator  
4430 South Adams County Parkway  
Suite W 5000  
Brighton, Colorado 80601  
Phone: (720) 523-6915  
Fax: (720) 523-6974

For the OSP:

State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education, for the Use and Benefit of Front Range Community College  
Andrew R. Dorsey, President  
3645 W. 112<sup>th</sup> Avenue  
Westminster, Colorado 80031  
Phone: (303)-404-5481

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:**

STATE OF COLORADO: John W. Hickenlooper, Governor  
Department of Higher Education, by the State Board for Community  
Colleges and Occupational Education, for the use and benefit of

Front Range Community College

Date

1/6/17

Andrew R. Dorsey

**Name (Print or Type)**

Andrew R. Dorsey

**Signature**


President

**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

2-3-14  
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

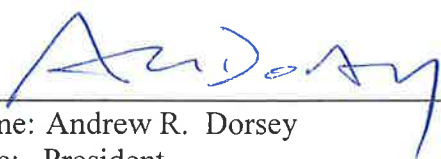
11-14-13  
Date

OSO: ADAMS COUNTY WORKFORCE & BUSINESS CENTER

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

10-23-13  
Date

OSP: STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, BY THE  
STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL  
EDUCATION, FOR THE USE AND BENEFIT OF FRONT RANGE COMMUNITY  
COLLEGE

  
Name: Andrew R. Dorsey  
Title: President

1/6/14  
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 WIA-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

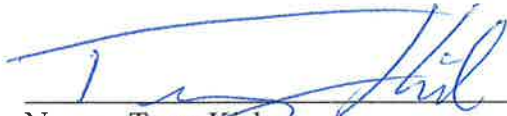
\_\_\_\_\_  
Date

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.  
Title: Director,  
Adams County Human Services Department

\_\_\_\_\_  
Date

OSP: STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, BY THE  
STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL  
EDUCATION, FOR THE USE AND BENEFIT OF FRONT RANGE COMMUNITY  
COLLEGE

\_\_\_\_\_  
Name: Andrew R. Dorsey  
Title: President

\_\_\_\_\_  
Date

**EXHIBIT C**

**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