

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter “Agreement”) is entered into this 1 day of October, 2020, by and between the **PIKES PEAK WORKFORCE CENTER, by and through the El Paso/Teller Counties Consortium Executive Board and its Workforce Development Board (“PPWFC”)**, and the **CITY AND COUNTY OF DENVER, COLORADO, on behalf of the Division of Denver Workforce Services, located within Office of Economic Development & Opportunity for the City and County of Denver (“Denver”)**, each a “Party” and collectively the “Parties.”

### RECITALS

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

**WHEREAS**, PPWFC has received Notices of Funding Availability (“NFA”) for the Pathway Home grant funds under NFA, from the Colorado Department of Labor & Employment (“CDLE”), which NFA funds are to be used to reimburse Denver for approved services; and

**WHEREAS**, PPWFC has been selected by CDLE to be the Regional Hub Coordinator for the following local areas: Arapahoe/Douglas Works, Denver, and Pikes Peak Workforce Center (collectively, the “Hub”); and

**WHEREAS**, PPWFC is responsible for monitoring spending and program goals for the Hub and will report all program activities to CDLE, henceforth the “Project”; and

**WHEREAS**, PPWFC is the fiscal agent for Denver grant funds (the “Grant Funds”); and

**WHEREAS**, to fulfill one or more of the goals of PPWFC, PPWFC wishes to provide the Grant Funds to Denver to perform the services described in **Exhibits A and B**, respectively and as attached hereto and incorporated herein by reference (collectively, the “Services”); and

**WHEREAS**, the provision of the Services by Denver shall be to the benefit of both Denver and PPWFC; and

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

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

1. **SCOPE OF SERVICES:** All Services, if performed by Denver as described in **Exhibit A** and **Exhibit B**, respectively, shall be eligible for reimbursement with the Grant Funds by PPWFC, subject to fund availability.

Denver agrees to diligently and professionally perform all Services described herein for the Project in a manner satisfactory to the PPWFC's Authorized Representative.

2. **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Agreement, PPWFC agrees to reimburse Denver, and Denver agrees to accept payment, for Services as described in **Exhibits A** and **B**, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

3. **MAXIMUM AGREEMENT EXPENDITURE:** Any other provision of this Agreement notwithstanding, and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is \$444,943.08 for fiscal year 2020, with additional funds appropriated for fiscal years 2021 and 2022, for a maximum contractual amount not to exceed \$722,057.14 for the entire term of this Agreement, as such term is described in Section 4, below. In no event shall PPWFC be liable for payment under this Agreement for any amount in excess thereof. PPWFC is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for PPWFC. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure. Exhibit

4. **TERM:** It is mutually agreed by the Parties that the term of this Agreement shall commence as of 12:01 a.m. on **October 1, 2020** and terminate at 11:59 p.m. on **December 31, 2023**. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to PPWFC's satisfaction with all products and services received during the preceding term.

5. **AUTHORIZED REPRESENTATIVE:** Each Party shall designate an authorized representative to the other Party for the purpose of administering, coordinating and approving the Services performed pursuant to this Agreement (as identified, an "Authorized Representative"). Either Party may change the identity of the Authorized Representative by providing written notice to the other Party of such change.

6. **INVOICING PROCEDURES:** Payments shall be made by PPWFC based upon invoices submitted from Denver, provided such invoices have been approved by the PPWFC's Authorized Representative. Payments will be made to Denver within thirty (30) days, or within a different mutually agreed upon period, after PPWFC has received complete invoices from Denver. PPWFC reserves the right to require such additional documentation, including monthly activity reports detailing Denver's activities and Services rendered, as PPWFC deems reasonably appropriate to support the payments to

Denver. The signature of the Executive Director of the Executive Director of the Division of Workforce Services, located within Denver's office of Denver Economic Development & Opportunity, or the Executive Director's designee, shall appear on all invoices certifying that the invoice has been examined and found to be correct to the best of the signatory's knowledge.

7. **CONFLICT OF INTEREST:** Denver agrees that no official, officer or employee of Denver shall have any personal or beneficial interest, or conflict of interest, whatsoever in the Services described herein. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Denver by placing Denver's own interests, or the interest of any party with whom Denver has a contractual arrangement, in conflict with those of PPWFC.
8. **NO WAIVER OF COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that PPWFC and Denver, and their respective commissioners, officials, officers, directors, agents and employees, are relying upon, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S. ("CGIA"), or otherwise available to PPWFC and Denver.
9. **INSURANCE:** At all times during the term of this Agreement, including any renewals or extensions, each Party shall maintain such insurance, by self-insurance, as is necessary to meet their respective liabilities under the CGIA. This obligation shall survive the termination of this Agreement.
10. **ASSIGNMENT:** Denver agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the PPWFC Authorized Representative. Any attempt by Denver to assign or transfer its rights hereunder shall, at the option of the PPWFC Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of Denver hereunder.
11. **PPWFC REVIEW OF RECORDS:** Denver agrees that, upon request of the PPWFC Authorized Representative, at any time during the term of this Agreement, or three (3) years thereafter, it will make full disclosure to PPWFC and make available for inspection and audit upon request by the PPWFC Authorized Representative, the PPWFC Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Agreement for the purpose of making an audit, examination or excerpts. Denver shall maintain such records until the expiration of three (3) years following the end of the term of this Agreement.
12. **DENVER REVIEW OF RECORDS:** Any authorized agent of Denver, including the Denver Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at Denver's election in paper or electronic form, any

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

13. **OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by or on behalf of PPWFC in connection with this Agreement shall be the property of PPWFC. Drawings, specifications, guidelines and any other documents prepared by or on behalf of Denver in connection with this Agreement shall be the property of Denver.
14. **TERMINATION:** Either Party shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other Party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. Denver shall be entitled to receive reimbursement in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination, which shall be due and payable to Denver within thirty (30) days of the effective date of termination.
15. **NOTICES:** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the U.S. mail with sufficient postage to the following addressees:

To PPWFC: Traci Marques  
Pikes Peak Workforce Center  
1675 Garden of the Gods Road  
Colorado Springs, CO, 80907

With a Copy to: Steven Klaffky, Attorney  
Senior Assistant County Attorney  
El Paso County Attorney's Office  
200 South Cascade Avenue  
Colorado Springs, CO 80903

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

With a Copy to: Denver City Attorney's Office  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representatives. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

16. **SEVERABILITY:** In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.
17. **FEES:** Any fees typically imposed by PPWFC in connection with the provision of the Services shall be waived for Denver under this Agreement.
18. **LIABILITY:** In relation to the Agreement, Denver and PPWFC each represent that it is a self-insurer as permitted by the CGIA, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither Party shall have any liability or responsibility to anyone for any act or omission of the other. Each Party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto
19. **NON-DISCRIMINATION:** In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

20. **APPLICABLE LAWS:** All of the activities conducted under this Agreement by the Parties shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.
21. **VENUE AND CHOICE OF LAW:** Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver (“Charter”), and the applicable ordinances, regulations, executive orders, or fiscal rules, enacted or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the Fourth Judicial District Courts, El Paso County, Colorado.
22. **NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.
23. **BREACH:** Failure to perform according to the specifications of this Agreement will be considered a breach of Agreement and may be subjected to applicable and appropriate legal and equitable action.
24. **EFFECTIVENESS OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the Parties until fully executed by all signatories of PPWFC and Denver, respectively.
25. **INTEGRATION:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of either Party at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind that respective Party.
26. **ELECTRONIC SIGNATURES:** PPWFC consents to the use of electronic signatures by Denver. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURES AND EXHIBITS FOLLOW*

**Contract Control Number:**

OEDEV-202157429-00

**Contractor Name:**

PIKES PEAK WORKFORCE CENTER, by and through the El Paso/  
Teller Counties Consortium Executive Board and its Workforce  
Development Board

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_



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

OEDEV-202157429-00  
PIKES PEAK WORKFORCE CENTER, by and through the El Paso/  
Teller Counties Consortium Executive Board and its Workforce  
Development Board

By: DocuSigned by:  
  
010A90A90D24456...

Name: Ann Cesare  
(please print)

Title: Pikes Peak workforce Center Board Chair  
(please print)

ATTEST: [if required]

By: DocuSigned by:  
  
74015A4AE75140F...

Name: Longinos Gonzalez Jr  
(please print)

Title: Commissioner  
(please print)

Partner Agency	Denver Workforce Services
Program(s):	Pathway Home Grant
Address, City, State, Zip Code:	101 W. Colfax Suite 850
Telephone Number:	(720) 913-5410
Web Site:	denvergov.org
E-Mail Address:	tony.anderson@denvergov.org

Please provide detailed descriptions of each of the following:

### SCOPE OF SERVICES

The Parties shall:

- The Parties shall follow [Pathway Home Grant PGL](#) (Program Guidelines) to include the following and any proceeding PGL updates:
- Utilize Workforce Navigators to:
  - Provide continuity in services to justice-involved men and women pre- and post-release
  - Deliver pre-release services in group and individual settings, virtually and in-person that stress job preparation and career assessments, finding leads, applications, resumes, interviewing strategies
  - Conduct one on one appointments to create their Individual Development Plan (IDP) that outlines the participant's pre- and post-release strategies
  - Work with Parole and Probation Officers to ensure that IDP service delivery is supported in the context of Parole and Probation activities
  - Co-enrollment to additional programs to access braided funding if appropriate
- Provide pre-release services such as career exploration assessments, soft skills, resume writing, labor market information, and interview techniques
- Outline and develop wrap-around support services needed after release
- Provide post-release skill-building services such as pre-apprenticeships, apprenticeships, other work-based learning, and/or occupational training in in-demand industries that lead to industry-recognized credentials
- Provide one year of follow-up services
- WFC's Business Services teams will:
  - Conduct employer outreach to sector partnerships such as
  - Work through industry associations to build bridges to employment
  - Hold focused in-person or virtual hiring events for participants
  - Develop work-based learning interventions to ensure participants are gaining industry recognized skills and credentials

At a minimum, participating local areas must:

- Work towards the Pathway Home Hub Goals:
  - Ensure that the collective goal of 350 justice-involved men and women are served by the grant
  - Ensure that the collective goal of 60% Credential rate is met
  - Strive to reduce the current recidivism rate by 10%
- Denver local area agrees to track and document 117 participants by December 31, 2023
- Provide pre- and post-release services to eligible individuals guided by local Labor Market Information for in demand to career pathways
- Identify at least one person as a point of contact for this initiative. This individual, or individuals, will be expected to participate in a monthly strategy and progress meeting. The individual(s) should be prepared to report out regarding the local area's progress toward stated goals as outlined.

## Exhibit A – Scope of Services Pikes Peak Workforce Center

- Meet the enrollment, and expenditure goal for the local area established via the Subrecipient's Pathway Home workplan
- Maintain case files, notes and documentation in Connecting Colorado following standard WIOA program case file procedures and documentation requirements
  - PGL MIS-2017-01 [Data Integrity and the Participation Cycle for WIOA/TAA Programs](#)
- Submit separate monthly progress chart and quarterly narrative reports to their Hub Administrator using the required reporting templates provided by the state for Pathway Home. Reports shall be submitted to the Hub Administrator no later than the 10<sup>th</sup> of the following month
- Local areas are responsible for internal monitoring and oversight of all aspects of the grants and grants activities
- Follow the Worksite Monitoring Requirements Guide provided by the state

Individuals may be considered "served by the grant" via the Pathway Home criteria below:

- Found eligible for Pathway Home program as outlined in the PGL,
- Enrolled in Pathway Home in Connecting Colorado using program code **PA**, and

The Parties identified in this Agreement must use the Pathway Home funds toward placement of participants into post release skill building such as pre-apprenticeships and other work-based learning opportunities in in-demand industries and or occupational training in in-demand industries that lead industry-recognized credentials. To the extent practicable, these services may be provided through co-enrollment and leveraged resources with other WIOA and partner programs.

**Allowable Costs:** Follow Pathway Home funds usage requirements as outlined in the Pathway Home's PGL.

**Non-Allowable Costs:** Refer to Pathway Home PGLs.

Local areas agree to maintain any and all records relating to performance under this IGA and make those records available to PPWFC staff upon reasonable notice for inspection.

Local areas must expend all Pathway Home funds by December 31, 2023.

**PERIOD OF PERFORMANCE:** This IGA shall be effective on the date of execution through December 31, 2023, unless proceeding NFAs modify this period of performance.

**COORDINATION:** For the purpose of programs, the Party named below is the designated representative for project oversight and coordination.

Project Oversight & Coordination	Name: Toya Graham
Email: <a href="mailto:ToyaGraham@elpasoco.com">ToyaGraham@elpasoco.com</a>	Phone: 719-667-3794

<b>EXHIBIT B BUDGET</b>		
	<b>PATHWAYS</b>	<b>Total Participants</b>
<b>A/D Works</b>	\$722,057.14	117
<b>Denver</b>	\$722,057.14	117
<b>PPWFC</b>	\$715,885.71	116
<b>Hub Total:</b>	\$2,160,000.00	350