

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ARAPAHOE COUNTY, COMMUNITY RESOURCE DEPARTMENT, A/D WORKS! DIVISION** with an address of 6974 So. Lima St., Centennial, CO 80112 (the “Contractor”), collectively “the parties.”

RECITALS:

A. The parties entered into an Agreement dated August 3, 2015, Contractor provides job training services in connection with the H1-B Ready to Work Partnership Grant funded by the U. S. Dept. of Labor (CFDA No. 17.268) (the “Agreement”).

B. The parties wish to amend the Agreement to extend its term for an additional six months, revise the work statement and budget, increase the maximum contract amount, and modify the provision prohibiting discrimination in employment.

THEREFORE, the parties agree as follows:

1. All references to “Exhibit A” in the existing Agreement shall be amended to read: “Exhibits A and A-1, as applicable”. The scope of work and budget marked as Exhibit A-1 is attached and incorporated by reference. Effective as of November 2, 2017, Exhibit A-1 will replace and supersede Exhibit A and Exhibit A-1 will govern and control the services to be provided from November 2, 2017, until March 31, 2019.

2. Article 2 of the Agreement, entitled “**TERM**,” is amended by deleting and replacing it with the following:

“**2. TERM:** The Agreement will commence on January 1, 2015, and will expire on March 31, 2019 (the “Term”). Subject to the Director’s prior written authorization, Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

3. Article 5.E.(1) of the Agreement, entitled “**Maximum Contract Amount**,” is amended by deleting and replacing it with the following:

“**E. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Seven Hundred Fifty-One Thousand Seven Hundred Forty-Three Dollars and Sixty-One Cents (\$751,743.61)** (the “Maximum Contract Amount”). The City is not obligated to

execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A or A-1, as applicable**. Any services performed beyond those in **Exhibit A or A-1, as applicable**, are performed at Contractor's risk and without authorization under the Agreement."

4. Article 25 of the Agreement, entitled "**NO DISCRIMINATION IN EMPLOYMENT**," is amended by deleting and replacing it with the following:

"25. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or 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 expression or gender identity, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts."

5. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

End.

Signature pages and Exhibit A-1 follow this page.

Contract Control Number:

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:

By _____

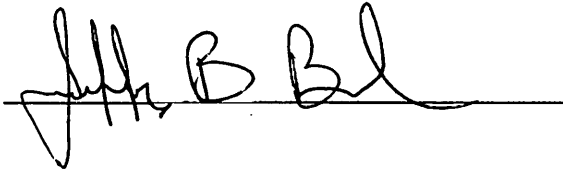
By _____

By _____



Contract Control Number: OEDEV-201520646-01

Contractor Name: Arapahoe County, Community Resource
Department, A/D Works! Division

By: 

Name: Jeffrey B. Baker
(please print)

Title: Chair, Bocc
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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AMENDED WORK STATEMENT

ARAPAHOE COUNTY H-1B READY TO WORK PARTNERSHIP GRANT THE TECHNOLOGY EMPLOYMENT IN COLORADO PARTNERSHIP (TEC-P)

1.0 SCOPE

The Contractor shall provide identified services as listed in Sections 1.1.

1.1 Objectives

The Contractor will be a partner in the Technology Partnership in Colorado Partnership (TEC-P) project, an employer and industry led initiative focused on developing skills and career pathways for long term unemployed workers in the information technology (IT) and advanced manufacturing (AM) industries. This project will be conducted in partnership with the City and County of Denver's Office of Economic Development/Workforce Development (OED/WD), the Colorado Urban Workforce Alliance (CUWA), the American Job Center, Arapahoe Douglas Works, Larimer County, Boulder County. TEC-P is a three track intervention program that will provide: 1) intensive coaching through Platform to Employment, Workforce Empowerment series, and/or Power Prep sessions, 2) on the job training with an earning component, and 3) training leading to certificates or credentials needed for employment in the targeted occupations. Contractor agrees to provide employment and training services leading to direct employment or retention in middle and high skilled jobs in the targeted industries to a minimum of:

- **90 Long Term Unemployed Workers (LTU)**
- **0 Incumbent Workers**

Time Period	Year 1	Year 2	Year 3	Year 4	
OJT	5	10	10	5	30
WE	0	0	0	0	0
INTERNSHIP	0	0	0	0	0
INTENSIVE	0	0	0	0	0
CERTIFICATIONS	10	20	20	10	60
INCUMBENT	0	0	0	0	0
Totals	15	30	30	15	90

1.1 AMMENDED OBJECTIVES

- **114 Long Term Unemployed Workers (LTU)**
- **0 Incumbent Workers**

Time Period	Year 1	Year 2	Year 3	Year 4	
TRAINING	15	30	30	39	114
INCUMBENT	0	0	0	0	0
Totals	15	30	30	39	114

1.2 Outcomes

- 1.2.1 Contractor shall train at least 90 participants; 30 in on the job training (OJT) and 60 in classroom training; 90 TEC-P participants must complete training.
- 1.2.2 Contractor is responsible for ensuring that 60 TEC-P participants who complete training receive a certificate or a credential in the grant targeted occupations and industries.
- 1.2.3 Contractor is responsible for ensuring that 77 TEC-P participants obtain employment in middle to high skilled technology occupations.
- 1.2.4 Contractor is responsible for ensuring that 77 TEC-P participants who obtain employment earn an average wage of \$63,280.00.

1.2 **AMENDED Outcomes**

- 1.2.1 Contractor shall train at least **114** participants.
- 1.2.2 Contractor is responsible for ensuring that **71** TEC-P participants who complete training receive a certificate or a credential in the grant targeted occupations and industries.
- 1.2.3 Contractor is responsible for ensuring that **97** TEC-P participants obtain employment in middle to high skilled technology occupations.
- 1.2.4 Contractor is responsible for ensuring that **97** TEC-P participants who obtain employment earn an average wage of \$63,280.00.

1.3 Participant Recruitment and Eligibility

- 1.3.1 Contractor shall use the Participant Assessment and Recruitment Instrument to develop and execute a recruitment plan including monthly goals, referral tracking, and outreach strategies: <https://e-colorado.coworkforce.com/NonRegUserTeamRoomView.aspx?ID=1780>.
- 1.3.2 Contractor shall effectively recruit and serve eligible long-term unemployed workers and incumbent workers as defined in funding opportunity number: SGA/DFA PY-13-07: <https://e-colorado.coworkforce.com/NonRegUserItems.aspx?subfolder=1&itype=content&type=pu&ID=31311>.

- 1.3.3 Contractor shall ensure that participants are at least 18 years of age and pursuing a high-skilled occupation.
- 1.3.4 Contractor shall ensure that participants have at least a High School Diploma or GED and some post-secondary education and/or work experience that would allow participants to enter middle-high skilled employment in the targeted industries and occupations.
- 1.3.5 Contractor shall ensure that participants are a U.S. Citizen and provide documentation that shows authorization to work in the United States.
- 1.3.6 Contractor shall ensure that veterans and eligible spouses who meet program's eligibility requirements have a priority of service.
- 1.3.7 Contractor shall pay particular attention to minority and disabled veterans currently employed in the targeted industries and occupations, as well as transitioning vets and National Guard members meeting the long-term unemployed criteria.
- 1.3.8 Contractor shall also place emphasis on recruiting and training women and minorities pursuing careers in the targeted industries and occupations.

1.4 Service Delivery

Assessment

- 1.4.1 Contractor shall provide a comprehensive up front assessment, including an occupational skills assessments such as (but not limited to) Kenexa Prove It! for all eligible participants.
- 1.4.2 Contractor shall customize participant services along the three TEC-P tracks to employment.
- 1.4.3 Contractor shall document the TEC-P participant's need for new skills and the purpose of training by recording the following information in the confidential notes section in Connecting Colorado (or similar tracking system): participant's current or desired industry and occupation, comprehensive assessment results, identified skill gaps, proposed TEC-P training track(s), potential occupations and employers.

Instruction/Training Services/Certificates

- 1.4.4 Contractor shall enroll eligible participants in training targeted to Information Technology, STEM – Professional, Scientific, and Technical Services, and Advanced Manufacturing occupations. The following table

illustrates examples of certificates and/or credentials that a TEC-P participant can earn:

	Credentials and Certifications	
Certified Supply Chain Professional (CSCP)	Microsoft MCSA and MCSC	Certified Network Technician
Cisco CCNA and CCNP	IBM Software and Systems Certifications	CNC Machining or Manufacturing Certificate
CBAP and PMP	Multi-media Technologies Certificate	Network Technology Certificate
Red Hat Development	Computer programming or Information Systems certificate	Web Technologies Certificate
Solid Works Essentials	LEAN Agile Scrum Master	Database Technologies Certificate
LEAN Six Sigma Black Belt	Geographic Information Systems Certificate	CISCO Networking Certificate
APICS Certifications		

Employer Engagement

- 1.4.5 At the onset of this contract, Contractor is responsible for developing agreements with proposed TEC-P employer partners that will provide employment and on-the-job training opportunities, as well as paid work experience and paid internships, for participants in the targeted industries and occupations.
- 1.4.6 Contractor will leverage other existing partnerships and/or develop new partnerships with employers in the targeted industries throughout the life of this grant to support successfully meeting the TEC-P project outcomes.
- 1.4.7 Contractor will coordinate with employer partners to develop job placement opportunities for all TEC-P participants.

2.0 PROGRAMMATIC AND PERFORMANCE REQUIREMENTS

2.1 Performance Accountability and Reporting

- 2.1.1 Contractor must submit quarterly reports that meet and document grant performance information required by OED/WD and USDOL in the format stated in the H-1B Operations Manual.

Contractor must report data for the following seven outcome measures, as applicable:

- (a) Total participants served through the program; Contractor must provide sub-totals for long-term unemployed workers, other unemployed workers, and incumbent workers to be served.
- (b) Total participants enrolled in education/training activities;
- (c) Total participants completing education/training activities;
- (d) Total participants who complete education/training activities who receive a degree, or other type of credential;
- (e) Total unemployed participants who obtain unsubsidized employment (includes all employment placements for long-term unemployed and unemployed participants served through the project);
- (f) Total incumbent workers that advance into a new position; and
- (g) The average wage that participants will earn at placement into unsubsidized employment (this includes incumbent workers who retain their positions and get wage gains after the program).

2.2 Participant Data Collection

- 2.2.1 Contractor shall verify TEC-P participant's identity, citizenship or legal work status.
- 2.2.2 Contractor shall collect and maintain file documents that include; an I-9, Equal Employment Opportunity (EEO) form and a Release of information form.
- 2.2.3 Contractor shall maintain the aforementioned verification data and documents in the participant's file.
- 2.2.4 Contractor shall maintain a file on each participant as part of a personnel file and/or separate file.
- 2.2.5 Contractor shall document TEC-P participants' activity progress quarterly throughout the program according to the H-1B Operations manual.
- 2.2.6 Contractor shall readily provide, upon request, its participant files and/or its participant program documentation for reporting and/or auditing purposes to OED/WD and USDOL.

2.3 Coordination and Contractor Participation

- 2.3.1 Contractor shall ensure optimal program coordination and linkages with OED/WD contracted partners and other partnering organizations as

identified by OED/WD and the TEC-P project, to ensure appropriate, consistent and efficient provision of services to program participants.

- 2.3.2 Contractor shall actively participate in any forums, meetings, planning sessions and the like to further the goals of providing appropriate, consistent, and efficient provision of services to participants.
- 2.5.3 The Contractor must work in partnership with established OED/WD systems and staff to ensure its future sustainability and alignment with OED/WD's mission. This may be partially accomplished through the establishment and maintenance of regularly scheduled monthly and/or quarterly meetings between appropriate OED/WD staff and staff representing Contractor.

3.0

Budget

OBJECT CLASS CATEGORIES	YEAR 01	YEAR 02	YEAR 03	YEAR 04	4 YEAR TOTAL
PERSONNEL - WF Specialist	\$16,308	\$16,309	\$16,308	\$16,309.16	\$65,234.16
Bus. Dev. Rep	\$2,133	\$4,266.00	\$2,133	\$4,266	\$12,798
Supervisor	\$6,492	\$10,360.00	\$6,492	\$10,360.00	\$33,704.00
Manager	\$1,758	\$2,516.00	\$1,758	\$2,516.00	\$8,548.00
Total Personnel	\$38,625	\$41,517	\$38,625	\$41,517.16	\$160,284.16
FRINGE BENEFITS					
At .25% of Personnel	\$10,080.50	\$11,782.00	\$10,943.75	\$13,228.75	\$46,035.00
	-	-	-	-	-
Total Fringe Benefits	\$10,080.50	\$11,782.00	\$10,943.75	\$13,228.75	\$46,035.00
TRAVEL					
	\$125	\$125	\$125	\$125	\$500
Total Travel	\$125	\$125	\$125	\$125	\$500
EQUIPMENT (\$5,000 or more)					
& Supplies	0	0	0	0	0
Total Equipment	0	0	0	0	0
SUPPLIES					
	\$250	\$250	\$250	\$250	\$1,000
Total Supplies	\$250	\$250	\$250	\$250	\$1,000
CONTRACTUAL					
<i>EG: Occupational Training, Tuition, OJT, PWE, PI, Intensive Services</i>					
ITA 60	\$30,000	\$60,000	\$60,000	\$30,000	\$180,000.00
OJT - 30	\$30,000	\$60,000	\$60,000	\$30,000	\$180,000.00
Total Contractual	\$60,000.00	\$120,000.00	\$120,000.00	\$60,000.00	\$360,000.00
OTHER					
Indirect -Admin 6%	\$9,125	\$9,125	\$9,125	\$9,125	\$36,500.00
Indirect – Program 11%	\$0	\$15,017.00	\$15,017.00	\$15,017.00	\$45,051.00
Total Other	\$9,125	\$24,142.00	\$24,142.00	\$24,142.00	\$81,551.00
TOTAL DIRECT CHARGES	\$101,562.17	\$182,347.41	\$161,562.17	\$122,347.41	\$567,819.16
TOTALS	\$110,687.17	\$206,489.41	\$185,704.17	\$146,489.41	\$649,370.16

3.0 AMENDED BUDGET

OBJECT CLASS CATEGORIES	YEAR 01	YEAR 02	YEAR 03	YEAR 04/05	5 YEAR TOTAL
PERSONNEL - WF Specialist	\$16,308	\$16,309	\$16,308	\$16,309.16	\$65,234.16
Bus. Dev. Rep	\$2,133	\$4,266.00	\$2,133	\$4,266	\$12,798
Supervisor	\$18,426	\$18,426	\$18,426	\$18,426	\$ 73,704
Manager	\$1,758	\$2,516.00	\$1,758	\$2,516.00	\$ 8,548.00
Total Personnel	\$38,625	\$41,517	\$38,625	\$41,517.16	\$160,284.16
FRINGE BENEFITS					
At .25% of Personnel	\$10,080.50	\$11,782	\$10,943.75	\$13,228.75	\$46,035.00
	-	-	-	-	-
Total Fringe Benefits	\$10,080.50	\$11,782	\$10,943.75	\$13,228.75	\$46,035.00
TRAVEL					
	\$125	\$125	\$125	\$125	\$500
Total Travel	\$125	\$125	\$125	\$125	\$500
EQUIPMENT (\$5,000 or more)					
& Supplies	0	0	0	0	0
Total Equipment	0	0	0	0	0
SUPPLIES					
	\$250	\$250	\$250	\$250	\$250
Total Supplies	\$250	\$250	\$250	\$250	\$250
CONTRACTUAL					
EG: Occupational Training, Tuition, OJT, PWE, PI, Intensive Services					
AMENDED Training - 114	\$60,000	\$120,000	\$120,000	\$162,373.44	\$462,373.44
Amended Total Contractual	\$60,000.00	\$120,000.00	\$120,000.00	\$162,373.44	\$462,373.44
OTHER					
Overhead/Admin 6%	\$9,125	\$9,125	\$9,125	\$9,125	\$36,500
Indirect - Program	\$0	\$15,017	\$15,017	\$15,017	\$45,051.00
Total Other	\$9,125	\$24,142.00	\$24,142.00	\$24,142.00	\$81,551.00
TOTAL DIRECT CHARGES	\$101,562.17	\$182,347.41	\$161,562.17	\$122,347.41	\$670,192.60
AMENDED TOTALS	\$110,687.17	\$206,489.41	\$185,704.17	\$146,489.41	\$751,743.61