

## **SECOND AMENDED INTERGOVERNMENTAL AGREEMENT**

**THIS SECOND AMENDED INTERGOVERNMENTAL AGREEMENT** is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, by and through the Denver Office of Economic Development & Opportunity for the City and County of Denver (the "**City**"), and **PIKES PEAK WORKFORCE CENTER, BY AND THROUGH THE EL PASO/TELLER COUNTIES CONSORTIUM EXECUTIVE BOARD AND ITS WORKFORCE DEVELOPMENT BOARD** ("**PPWFC**"). The City and PPWFC are hereinafter, collectively referred to as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the Parties entered into that certain Intergovernmental Agreement dated **December 4, 2020**, and that certain Amended Intergovernmental Agreement dated **March 29, 2022** regarding, among others, the provision of training and work-based training services with emphasis on On-the-Job Training, registered and other apprenticeships, transitional jobs training, and customized or cohort training targeted at high demand occupations ("IGA");

**WHEREAS**, rather than enter into a new contract, the Parties desire to revise and amend the term of the IGA, as well as add and/or revise certain other provisions in the IGA;

**WHEREAS**, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by section 29-1-203, C.R.S., and the parties' home rule charters;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 3 of the IGA entitled "**MAXIMUM AGREEMENT EXPENDITURE**" is hereby amended by deleting it and replacing it with the following:

"**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 \$594,943.08 for fiscal year 2020. 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."

2. Effective upon execution, all references to **Exhibit B** in the IGA shall be amended henceforth to read as **Exhibit B-1** as applicable.

3. **Exhibit B-1** is attached and incorporated herein by reference.

4. Except as amended here, the IGA is affirmed and ratified in each and every particular.

5. This Second Amended IGA is not 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

OEDEV-202263063-02 / 202056966-02

**Contractor Name:**

PIKES PEAK WORKFORCE CENTER, by and through  
the El Paso/Teller Counties Consortium Executive 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-202263063-02 / 202056966-02  
PIKES PEAK WORKFORCE CENTER, by and through  
the El Paso/Teller Counties Consortium Executive Board

By: SEE SIGNATURE PAGE BELOW

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

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

ATTEST: [if required]

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

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

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

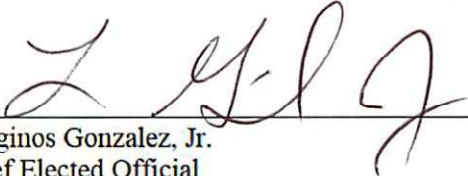
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date specified herein.

ATTEST:



Debbie Miller  
Chair, Pikes Peak Workforce Center Development Board

5-25-2022  
Date



Longinos Gonzalez, Jr.  
Chief Elected Official

5-25-2022  
Date

	EXHIBIT B-1			
	RecoverCO	Total Participants	CoResponds	Total Participants
Mesa	\$446,139.75	59	\$443,746.41	33
A/D Works	\$446,139.75	59	\$443,746.41	33
Denver	\$223,069.87	29	\$221,873.21	16
PPWFC	\$624,595.65	83	\$621,244.97	47
Hub Total:	\$1,739,945.02	230	\$1,730,611.00	129

REVISED 01/07/21- Corrected 9/14/2021

	EXHIBIT B-1	
	RecoverCO	Total Participants
Mesa	\$530,183.69	80
A/D Works	\$530,183.69	80
Denver	\$265091.8426	39
	+\$107,978.03 (Budget Increase)	
Denver	\$373,069.87	
PPWFC	\$713,708.81	111
Hub Total:	\$2,039,168.02	310