

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 **ARAPAHOE COUNTY on behalf of ARAPAHOE/DOUGLAS WORKS!** (“PARTNER”), 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 Arapahoe County on behalf of Arapahoe/Douglas Works! 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. 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 Arapahoe/Douglas Works’ 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 Arapahoe County on behalf of Arapahoe/Douglas Works! 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 Arapahoe/Douglas Works! shall be to the benefit of both Arapahoe/Douglas Works! 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 Arapahoe/Douglas Works!, as described in **Exhibit A** and **Exhibit B**, respectively, shall be eligible for reimbursement with the Grant Funds by PPWFC, subject to fund availability.

Arapahoe/Douglas Works! 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 Arapahoe/Douglas Works!, and Arapahoe/Douglas Works! 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. 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.

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 Arapahoe County on behalf of Arapahoe/Douglas Works!, provided such invoices have been approved by the PPWFC's Authorized Representative. Payments will be made to Arapahoe/Douglas Works! within thirty (30) days, or within a different mutually agreed upon period, after PPWFC has received complete invoices from Arapahoe/Douglas Works!. PPWFC reserves the right to require such additional documentation, including monthly activity reports detailing Arapahoe/Douglas Works' activities and Services rendered, as PPWFC deems reasonably appropriate to support the payments to Arapahoe/Douglas Works!. The signature of the Executive Director of

Arapahoe County on behalf of Arapahoe/Douglas Works!, 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:** Arapahoe/Douglas Works! agrees that no official, officer or employee of Arapahoe/Douglas Works! 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 Arapahoe/Douglas Works! by placing Arapahoe/Douglas Works' own interests, or the interest of any party with whom Arapahoe/Douglas Works! 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 Arapahoe County on behalf of Arapahoe/Douglas Works!, 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 Arapahoe/Douglas Works!.
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:** Arapahoe/Douglas Works! 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 Arapahoe/Douglas Works! 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 Arapahoe/Douglas Works! hereunder.
11. **PPWFC REVIEW OF RECORDS:** Arapahoe/Douglas Works! 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. Arapahoe/Douglas Works! shall maintain such records until the expiration of three (3) years following the end of the term of this Agreement.
12. **ARAPAHOE/DOUGLAS WORKS! REVIEW OF RECORDS:** Any authorized agent of Arapahoe/Douglas Works!, including the Arapahoe/Douglas Works! Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at Arapahoe/Douglas Works' 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 Arapahoe/Douglas Works!, and any other transactions related to this Agreement. PPWFC shall cooperate with Arapahoe/Douglas Works! representatives and Arapahoe/Douglas Works! 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 Arapahoe/Douglas Works! 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 all applicable and associated statutes and guidelines.

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 Arapahoe/Douglas Works! in connection with this Agreement shall be the property of Arapahoe/Douglas Works!.
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. Arapahoe County on behalf of Arapahoe/Douglas Works! 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 Arapahoe/Douglas Works! 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 Arapahoe County on behalf of Arapahoe/Douglas Works!:

Attn: Kelly Folks
6964 S. Lima St.
Centennial, CO 80112

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.

15. **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.
16. **FEES:** Any fees typically imposed by PPWFC in connection with the provision of the Services shall be waived for Arapahoe/Douglas Works! under this Agreement.
17. **LIABILITY:** In relation to the Agreement, Arapahoe/Douglas Works! 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
18. **NON-DISCRIMINATION:** In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, gender identity or gender expression, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing or a similar provision in all contracts entered into in furtherance of this Agreement.
19. **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.
20. **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. Venue for any legal action relating to this Agreement shall lie in the Fourth Judicial District Courts, El Paso County, Colorado.

21. **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.
22. **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.
23. **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 Arapahoe/Douglas Works!, respectively.
24. **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.
25. **ELECTRONIC SIGNATURES:** PPWFC consents to the use of electronic signatures by Arapahoe/Douglas Works!. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Arapahoe/Douglas Works! in the manner specified by Arapahoe/Douglas Works!. 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.

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SIGNATURES AND EXHIBITS FOLLOW*

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

ATTEST:

Renee Zentz
Chair, Pikes Peak Workforce Center Development Board

Date

Stan VanderWerf
Chief Elected Official

Date

Nancy Sharpe
Chair, Arapahoe County Board of County Commissioners

Date