

## AGREEMENT FOR SERVICES

Project Number or Name: Local Workforce Areas Service Agreement

**THIS AGREEMENT** is entered into as of the 1 day of August, 2020 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as "Arapahoe County") and the County of Jefferson, State of Colorado (hereinafter referred to as "Jefferson County").

**WHEREAS**, Arapahoe County desires to engage Jefferson County to provide the services described in Exhibit A.

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** Jefferson County agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of Jefferson County are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** Arapahoe County will compensate Jefferson County for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. Jefferson County is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. Jefferson County shall submit requests for payment in a form acceptable to Arapahoe County and in conformance with Arapahoe County's policies. Jefferson County shall provide such backup information for its payment requests as may be reasonably requested by Arapahoe County. Arapahoe County shall have forty-five (45) days from receipt of any payment request to make payment to Jefferson County.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** Arapahoe County or Jefferson County 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 the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by Jefferson County pursuant to this Agreement shall become the property of Arapahoe County. Unless expressly stated otherwise in the notice, Jefferson County shall provide no further services in connection with this Agreement after receipt of a notice of termination, and Jefferson County shall proceed to cancel all existing orders and contracts that are chargeable to Arapahoe County under this Agreement. Jefferson County shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, Jefferson County shall not be relieved of liability to Arapahoe County for damages sustained by virtue of any breach of this Agreement by Jefferson County.

B. **Changes.** Arapahoe County or Jefferson County may, from time to time, request changes in the scope of services or compensation of Jefferson County. Such changes that are mutually agreed upon between Arapahoe County and Jefferson County shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by Jefferson County and by the Arapahoe County Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from Arapahoe County.

D. **Audit.** Arapahoe County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of Jefferson County which are pertinent to Jefferson County's performance under this Agreement for the purpose of making an audit, examination, or excerpts. Jefferson County shall provide any documentation necessary to prepare all reporting required of or by Arapahoe County, and shall keep all books,

documents, papers and records which are pertinent to Jefferson County's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, Jefferson County shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by Jefferson County in connection with this Agreement shall be the property of Arapahoe County.

G. Assignment of Copyrights. Jefferson County assigns to Arapahoe County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. Jefferson County waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. Each party shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Jefferson County shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at Jefferson County's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. Arapahoe County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by Arapahoe County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of Arapahoe County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. Arapahoe County shall give Jefferson County written notice of such non-appropriation.

L. Conflict of Interest/Ethics. Jefferson County shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Jefferson County with regard to providing services pursuant to this Agreement. Jefferson County shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or Arapahoe County's Ethical Principles and Guidelines.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, Arapahoe County may exercise the following remedial actions if Jefferson County substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by Jefferson County. These remedial actions are as follows:

(1) Suspend Jefferson County's performance pending necessary corrective action as specified by Arapahoe County without Jefferson County's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to Jefferson County until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by Jefferson County, cannot be performed, or if performed would be of no value to Arapahoe County.

The foregoing remedial actions are cumulative and Arapahoe County, at its sole discretion, may exercise any or all of them individually or simultaneously. Arapahoe County shall provide written notice to Jefferson County of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither Jefferson County nor Arapahoe County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to Arapahoe County and Jefferson County. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, Jefferson County certifies and agrees as follows:

(1) Jefferson County shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) Jefferson County shall not enter into a contract with a subcontractor that fails to certify to Jefferson County that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) Jefferson County has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification (“e-verify”) program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment (“Department”).

(4) Jefferson County shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

(5) If Jefferson County obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then Jefferson County shall: (a) notify the subcontractor and Arapahoe County within three days that Jefferson County has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Jefferson County shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) Jefferson County shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If Jefferson County violates any of the provisions of this section 4.Q, Arapahoe County may immediately terminate this Agreement effective upon the receipt by Jefferson County of written notice of termination from Arapahoe County, and Jefferson County shall be liable for actual and consequential damages to Arapahoe County.

(8) Compliance with this subsection Q is not required if Jefferson County is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, Arapahoe County and Jefferson County agree and acknowledge that Arapahoe County enters into this Agreement relying on the special and unique abilities of Jefferson County to perform the services and accomplish the tasks described. Jefferson County accepts the relationship of trust and confidence established between Jefferson County and Arapahoe County by this Agreement. Jefferson County covenants with Arapahoe County to use its best efforts. Jefferson County shall further the interests of Arapahoe County according to Arapahoe County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. Jefferson County represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, Jefferson County must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) Workers' Compensation Insurance: The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

**Minimum Limits:**

- § Workers' Compensation – statutory limits
- § Employer's Liability:
  - § \$1,000,000 bodily injury for each accident
  - § \$1,000,000 each employee for disease
  - § \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) Commercial General Liability: The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

**Minimum Limits:**

- § \$1,000,000 each occurrence
- § \$2,000,000 general aggregate with dedicated limits per project site
- § \$2,000,000 products and completed operations aggregate

**Coverages:**

- § Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors
- § Contractual Liability
- § Independent Contractors
- § Defense in addition to the limits of liability
- § Severability of Interests Provision
- § Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

§ \$1,000,000 Combined Single Limit Each Accident

Coverages:

§ MCS 90 for vehicles carrying hazardous materials

§ Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

(5) If indicated in Section 6 of Exhibit A, Cyber Liability Insurance with a minimum coverage amount as specified in Section 6 of Exhibit A.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

G. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6. **Insurance Certificates.**

A. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. **Indemnification.** The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. **Independent Contractor.** Jefferson County is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Jefferson County to perform work under the terms of this Agreement shall be and remain at all times employees of Jefferson County or employees of their respective employers for all purposes.

9. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 7 of Exhibit A.

10. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between Arapahoe County and Jefferson County and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by both Arapahoe County and Jefferson County. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 9/14/16)

JEFFERSON COUNTY

ALAKSANDRA SEVIER  
NOTARY PUBLIC  
STATE OF COLORADO  
Notary ID: 20194045193  
My commission expires 12/5/2023

By: Mary Berg  
Mary C. Berg

Title: Executive Director, Department of Human Services

Signed this 16th day of November, \_\_\_\_\_

State of Colorado )  
County of Jefferson County )

Subscribed and sworn to before me this 16th day of November, \_\_\_\_\_  
DocuSigned by:

by Ala Sevier State of Colorado  
A6ACAEF9EDEC4DE...

My commission expires 12/5/2023.

DocuSigned by:  
Ala Sevier  
Notary Public  
A6ACAEF9EDEC4DE...

S E A L

ATTEST: Clerk to the Board

\_\_\_\_\_

Date: \_\_\_\_\_

ARAPAHOE COUNTY

By: \_\_\_\_\_  
Chair, Board of County Commissioners  
(Or representative authorized by resolution)

**EXHIBIT A to Agreement between Arapahoe County and Jefferson County.**

Project Number or Name: Local Workforce Areas Service Agreement .

1. **Scope of Services.** Jefferson County hereby agrees to and accepts responsibility to perform the following types of services upon request from Arapahoe County in accordance with the service descriptions set forth in NFA 19-111, NFA 19-127 and NFA 19-128 between Arapahoe Douglas Works/Arapahoe County and CDLE attached hereto and incorporated herein as Exhibit B:

Providing cross regional workforce center technical assistance and training for businesses and job seekers;  
 Convening cross regional hiring and training events;  
 Measuring overall impact of cross regional and regional activities;  
 Purchase of supporting tools/platforms for regional activities;  
 Producing reports summarizing the impact of these activities;  
 Facilitating planning meetings and activities with WIOA partners across the local workforce areas;  
 Leading project specific regional activities.

All requests for specific services shall reasonably describe the specific services needed and any other material terms (such as deadlines). Jefferson County's responsibility to perform specific services shall be subject to the reasonable availability of appropriate Jefferson County staff and resources. If Jefferson County is unable to perform any requested services, Jefferson County will promptly notify Arapahoe County of such fact.

2. **Time of Performance.** The services of Jefferson County shall commence (choose one):

- ☐ As of the date of this Agreement.
- ☐ As specified in a Notice to Proceed to be provided by Arapahoe County.
- ☒ As of the following date: August 1, 2020.

The services of Jefferson County shall be completed, or shall end, by August 31, 2021.

3. **Compensation.** Arapahoe County agrees to compensate Jefferson County for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- ☐ Lump sum due upon completion: .
- ☐ Hourly rate of (to be billed monthly).

☒ Other: Reimbursement of staff time dedicated to each regional activity and/or the purchase of virtual tools/platforms to support these regional activities. Staff time will be reimbursed at the current hourly pay rate, including benefits, of the staff member performing the services. Invoices will be submitted to the Fiscal Agent which is Arapahoe County Community Resources Administrative Services Division (ACAS) at [ACCRAcct@arapahoegov.com](mailto:ACCRAcct@arapahoegov.com) and shall include the following information:

**Invoice Requirements:**

- Invoice includes identifying information, including:
  - Region (s) being served
  - Invoice number
  - Month costs were incurred
- Invoice is itemized by allowable funds spending category, which are as follows:
  - Staff Time: Dedicated staff time for specific regional activity
  - Purchase of supporting tools/platforms for use by the regions
- Invoice includes the following balances:
  - Monthly amount being requested
  - Cumulative spending per category and total
- The following attestation signed by the individual responsible for award performance:
 

"I have reviewed supporting documentation and confirm costs presented in this invoice are true and accurate".  
*While we are not requesting copies of supporting documentation please note we do reserve the right to request supporting documentation at any time*



It is expressly understood and agreed that the total compensation to be paid to Jefferson County under this Agreement shall not exceed \$90,000.

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. **Professional Liability Insurance.** Errors and Omissions or Professional Liability Insurance is required ☐ (check box only if it is required). The required minimum amount of coverage is \_\_\_\_\_ (indicate amount only if it is required).

6. **Cyber Liability Insurance.** Cyber Liability Insurance is required ☐ (check box only if it is required). The required minimum amount of coverage is not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Jefferson County in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The requirements of this provision shall apply to Jefferson County and to all subcontractors.

7. **Addresses for Notices.** The addresses for Notices are as follows:

To Arapahoe County:      Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
and (send to both)

To Jefferson County:      Director of Community and Workforce Development  
3500 Illinois St., Golden, CO 80401

With a copy to:

Jefferson County Attorney's Office  
100 Jefferson County Parkway, #5500  
Golden, CO 80419

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

1. Pursuant to Colorado Constitution, Article XIV, Section 18 and C.R.S. § 29-1-203, each Party has the legal authority to cooperate or contract with each other Party to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, or other matters, for the purposes stated hereinafter.
2. Section 5. **Insurance** shall be modified to add a new Section, which reads as follows: As a Colorado governmental entity, Jefferson County shall, in lieu of the foregoing, be responsible for obtaining, through commercial policy or self-insurance, such coverage as it deems necessary to meet its obligations hereunder.

3. Section 7. **Indemnification** shall be modified to read as follows: To the fullest extent allowed by law, Jefferson County shall indemnify and hold harmless Arapahoe County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of Jefferson County, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. Jefferson County's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

**EXHIBIT B***Exhibit B: NFA 19-111 and Work Plan**WORK PLAN NFA #* Click or tap here to enter text.:*Local Area: Arapahoe County***Local Area  
WORK PLAN**

This WORK PLAN is agreed to by the party's signature below:

<b>For the Local Area</b>  X _____ <b>LWDB Chair or Designee</b> Date: _____  X _____ <b>Workforce Center Director or Designee</b> Date: _____	X _____ <b>Community Resources Director</b> Date: _____
	<b>For Workforce Development Programs</b>  X _____ <b>Operations Manager or Designee</b> Date: _____

**I. WORK PLAN SUMMARY****A. THIS WORK PLAN IS FOR (INSERT NFA TABLE BELOW):**Does this WORK PLAN include a request for Transfer of Funds. ☐ YES ☒ NO

If YES, complete Section V.

NFA# AR-	Funding Year	Program/Source	Period of Performance	Code	Amount	Formul a	CFDA#	FAIN #
19-111	FY19	FY19 WIOA CWDC 10% Adult ETP	1/1/2020 To 6/30/2021	4WA8	\$450,000.00	Y	17.278	AA-32200-18- 55-A-8

**B. THIS WORK PLAN MODIFICATION IS FOR (Select Appropriate Check Box And Include A Brief Explanation Here):** CLICK OR TAP HERE TO ENTER TEXT.

- ☐ CHANGE TO WORK PLAN COMPONENTS OR PROJECT PLAN
- ☐ CHANGE TO BUDGET
- ☐ CHANGE TO PERFORMANCE OUTCOMES
- ☐ TRANSFER BETWEEN AD & DW (IF CHECKED, COMPLETE SECTION V)
- ☐ OTHER

*(complete all changes in review/track changes/strikethrough mode and highlight new information)***II. PROGRAM CONTACTS**

LOCAL AREA COORDINATOR	WDP PROGRAM COORDINATOR	WDP LIAISON
Name: Judy Emery Phone or Email: 720-785-3672	Name: Denise Miller Phone or Email: 303-318-8822	Name: Brad Roller Phone or Email: brad.roller@state.co.us

**III. FUNDING PROVISIONS (CHECK ONE)**

- ☐ No changes to previous provisions.
- ☒ Funding provisions included or embedded below:

**Specific funding provisions**

1. Allowable Costs: Program costs shall be reasonable, necessary and directly related to the priorities of the workforce planning region and can include:
  - Personnel costs for a project manager or key staff
  - Program materials and supplies
  - Program outreach and recruitment
  - Travel/ lodging fees (reimbursed at the State per mile and per diem rate) for work-based learning events, trainings, and meeting support
  - Professional services (speakers, conveners, facilitators, etc.)
  - Professional Development of staff members
  - Participant program costs if critical to testing the feasibility of a pilot or acceleration of a concept
2. Non-Allowable Costs include but are not limited to food, indirect administrative costs, political related activities, entertainment, fines, penalties, donations, fundraising activities, individual memberships or subscriptions, and any activities related to the marijuana industry.
3. Workplans must include specific information on the type of professional development activities that will be funded and what metrics will be used to gauge the success of all activities that will be funded.

**IV. WORK PLAN****A. WORK PLAN TYPE (SELECT ONE)**

- ☐ Annual Compliance Plan is the WORK PLAN and incorporated by reference.
- ☐ Project Plan/Grant proposal is attached as the WORK PLAN.
- ☒ WORK PLAN follows in Section IV, B & C below.
- ☐ WORK PLAN modification follows in Section IV, B&C below and/or Section VI.



*Exhibit B: NFA 19-111 and Work Plan*

WORK PLAN NFA #Click or tap here to enter text.:

*Local Area: Arapahoe County*

	<p>Implementation Financial Technical Assistance 2019 application for funding.</p> <ul style="list-style-type: none"> <li>Funds will be used to cover salary and fringe for both the CUWA Director and Administrative Assistant/Workforce Specialist, plus reimbursement to local areas for project-specific staff costs.</li> <li>Funds will be used to cover laptop and cell phone for the Administrative Assistant/Workforce Specialist and monthly cell phone fees.</li> <li>Funds will be used for printing costs and marketing and outreach materials.</li> <li>Funds will also be used to support innovative cross regional planning, implementation and evaluation.</li> <li>For activities requiring dedicated staff time, these funds will be used to support their time on the project and/or attendance at WIOA related conferences and meetings.</li> <li>Funds will be used to cover the costs of speakers retained for events, conveners, and outside consultants and facilitators necessary for strategic planning.</li> </ul>	<p>OG</p> <p>OG</p> <p>OG</p> <p>OG</p> <p>OG</p> <p>OG</p>	<p>Personnel Costs</p> <p>Operation Costs</p> <p>Program Materials and Supplies</p> <p>Regional Planning, Implementation and Evaluation: These funds will be used but not limited to convening multi-area planning meetings, cross regional staff development and training, convening cross regional events, measuring overall impact of cross regional and regional activities, producing reports summarizing the impact of these activities and facilitating planning meetings and activities with WIOA partners across the local workforce areas.</p> <p>Personnel Costs</p> <p>Professional Services</p>
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Exhibit B: NFA 19-111 and Work Plan

WORK PLAN NFA #Click or tap here to enter text.:

Local Area: Arapahoe County

	<ul style="list-style-type: none"><li>Funding will also be used to support local workforce development board official function activities and strategic planning and implementation.</li></ul>	OG	Regional Planning, Implementation and Evaluation
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

**V. TRANSFER REQUEST (check one)**

- ☐ Tier I (Up To 50%)   ☐ Tier 2 (Between 51% And 75%)   ☐ Tier 3 (Between 76% And 100%)

**A. REASON FOR REQUEST (*SEE PGL WIOA 2017-01*)****FOR CDLE USE ONLY:****TIER 1(CHECK ALL THAT APPLY)**

- ☐ Local Area has a documented need to transfer funds in order to respond to market conditions and use resources effectively that is based on labor market information, Worker Readjustment and Retraining Notification (WARN) notices, or one-stop center data.
- ☐ Local Area has met the 70% expenditure requirement for funding available during the prior program year for Adults and Dislocated Workers; and
- ☐ Local Area is on track to meet participant measurements for the Adult and Dislocated Worker programs.

**TIER 2(CHECK ALL THAT APPLY)**

All Tier 1 items and:

- ☐ Local area is on track to meet priority of service requirements for the Adult program;
- ☐ Local area is enrolling participants in Work-based Training (On the Job Training, Apprenticeships, Internships, Work Experiences, etc.) as part of the plan; and
- ☐ Local area is conducting outreach activities to Dislocated Workers, such as participation in Rapid Response or Reemployment Services and Eligibility Assessment (RESEA), across all eligibility categories applicable to the local area and to those with barriers to employment.

**TIER 3 (CHECK ALL THAT APPLY)**

All Tier 1 and 2 items and:

- ☐ Local area has a documented, significant need to transfer funds;
- ☐ Local area has collaboration with Partner Agencies demonstrated by co-enrollments and leveraging of multiple funding streams and program referrals; and
- ☐ Local Area has met or is on track to meet its goals for discretionary grants that serve adults and dislocated workers.



Exhibit B: NFA 19-111 and Work Plan

WORK PLAN NFA #Click or tap here to enter text.

Local Area: Arapahoe County

**VI. CHARTS (BUDGET & PERFORMANCE)**

*This information will reside in a Workbook, as a separate document from the Workplan, to provide annual and historical data.*

**Local Area  
WORK PLAN**

This WORK PLAN is agreed to by the partys' signature below:

<p style="text-align: center;"><b>For the Local Area</b></p> <p>X _____  <b>LWDB Chair or Designee</b>  <b>Date:</b> _____</p> <p>X _____  <b>Workforce Center Director or Designee</b>  <b>Date:</b> _____</p>	<p>X _____  <b>Community Resources Director</b>  <b>Date:</b> _____</p>
	<p style="text-align: center;"><b>For Workforce Development Programs</b></p> <p>X _____  <b>Operations Manager or Designee</b>  <b>Date:</b> _____</p>

## I. WORK PLAN SUMMARY

### A. THIS WORK PLAN IS FOR *(INSERT NFA TABLE BELOW)*:

Does this WORK PLAN include a request for Transfer of Funds. ☐YES ☐NO

If YES, complete Section V.

NFA# AR-	Funding Year	Program/Source	Period of Performance	Code	Amount	Formula	CFDA#	FAIN #
19-127	PY19	WIOA CWDC PY19 - 10% Adult ETP	7-1-2020 to 4-30-2021	4AW9	\$130,000.00	Y	17.258	AA-33219-19- 55A-8

### 1. B. THIS WORK PLAN MODIFICATION IS FOR *(SELECT APPROPRIATE CHECK BOX AND INCLUDE A BRIEF EXPLANATION HERE);\_CLICK OR TAP HERE TO ENTER TEXT.*

☐CHANGE TO WORK PLAN COMPONENTS OR PROJECT PLAN

☐CHANGE TO BUDGET

☐CHANGE TO PERFORMANCE OUTCOMES

☐TRANSFER BETWEEN AD & DW *(IF CHECKED, COMPLETE SECTION V)*

☐ OTHER Click or tap here to enter text.

*(complete all changes in review/track changes/strikethrough mode and highlight new information)*

## II. PROGRAM CONTACTS

LOCAL AREA COORDINATOR	WDP PROGRAM COORDINATOR	WDP LIAISON
Name: Judy Emery Phone or Email:jemery@arapahoegov.com	Name:Lee Wheeler-Berliner, Managing Director Phone or Email: 303-318-8223	Name:Brad Roller Phone or Email:Brad.Roller@state.co.us

### **III. FUNDING PROVISIONS (CHECK ONE)**

- ☐ No changes to previous provisions.  
☒ Funding provisions included or embedded below:

Funds are awarded to local workforce boards to enhance their capacity to serve individuals and businesses impacted by COVID-19 and the resulting spike in unemployment. Funds may support one local area or multiple local areas based on the applications submitted and the agreements reached between local areas.

#### **Use of Funds**

Funds may be used to carry out employment and training, and workforce development activities in the Local Area, as allowed under WIOA law and regulation, in support of one-stop services and in accordance with the statement of work for this grant opportunity.

#### **ALLOWABLE COSTS**

Costs for employment and training activities to **support the delivery of workforce services** may include, but are not limited to:

- Local board activities
- Participant training
- Staff development
- Technology development
- Business Services
- Personnel Costs
- Indirect Costs (max 10%)

Incurred costs must be reasonable and necessary to support the delivery of workforce services.

#### **UNALLOWABLE COSTS**

- Politically related activities
- Entertainment
- Fines/penalties
- Donations
- Fundraising activities
- Individual memberships and subscriptions

#### **PROGRAM COORDINATOR**

Lee Wheeler-Berliner, Managing Director

P: 303-318-8223

[lee.wheeler-berliner@state.co.us](mailto:lee.wheeler-berliner@state.co.us)

Developed June 22, 2020

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**Additional Requirements or Instructions, if any:**

Reports must be submitted to the CWDC on August 5, 2020 and April 30, 2021. Reports must include:

- # of staff hired / supported by these funds
- Hire dates (new staff)
- Staff Turnover in these roles (Bus Dev and Career Coach)
- Average number of customers served per staff member per month
- Top 3-5 types of support requested by customers
- Top 3-5 services and/or resources provided to customers
- Average customer net promoter score regarding their experience with local workforce centers AND summary of qualitative customer feedback

**IV. WORK PLAN**

**A. WORK PLAN TYPE *(SELECT ONE)***

- ☐ Annual Compliance Plan is the WORK PLAN and incorporated by reference.
- ☐ Project Plan/Grant proposal is attached as the WORK PLAN.
- ☒ WORK PLAN follows in Section IV, B & C below.
- ☐ WORK PLAN modification follows in Section IV, B&C below and/or Section VI.

**B. WORK PLAN COMPONENTS** (CHECK ALL THAT APPLY)

1.		Planning	7.		Business Services
2.		Outreach	8.	<input type="checkbox"/>	Sector Strategies
3.		Partnerships	9.		Career Pathways
4.	<input type="checkbox"/>	Program Integration	10.		Evaluation
5.		Service Delivery	11.	<input checked="" type="checkbox"/>	Other: Regional Planning and Implementation Click or tap here to enter text.
6.	<input type="checkbox"/>	Work Based Learning			

**C. WORK PLAN COMPONENT OUTLINE****DATE RANGE:** Click or tap here to enter text.*Note: Component rows will automatically expand to fit multiple bullet points*

Component #	Program/Project Activities -LIST AS BULLET POINTS-	Estimated Completion Date *If ongoing, indicate "OG"	Anticipated Outcome (s) -LIST AS BULLET POINTS-
1			
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11	Funds will be used to support the goals and objectives outlined in the Talent Stabilization Fund: Enhancing Workforce Center Capacity to Serve Business application for funding.	OG	Regional Planning, Implementation and Evaluation
	Funds will be used to cover salary and fringe for the CUWA Director plus reimbursement to local areas for project-specific staff costs.	OG	Personnel Costs
	Funds will be used for printing costs and marketing and outreach materials.	OG	Operation Costs
	Funds will be used to support innovative cross regional planning, implementation and evaluation.	OG	Regional Planning Implementation and Evaluation: These funds will be used for, but not limited to, convening multi-area planning regions, cross regional staff development and training, convening cross regional events for business and job seekers, measuring overall impact of cross regional and regional events and activities, sharing the outcomes of these cross regional activities and facilitating planning meetings and activities with WIOA partners across the local workforce areas.
	For activities requiring dedicated staff time, these funds will be used to support their time on the project.	OG	Personnel Costs
	Funds will be used to cover the costs of speakers retained for events, conveners and outside consultants.	OG	Regional Planning, Implementation and Evaluation

**V. TRANSFER REQUEST (CHECK ONE)**

☐ Tier I (Up To 50%)      ☐ Tier 2 (Between 51% And 75%)      ☐ Tier 3 (Between 76% And 100%)

**A. REASON FOR REQUEST (SEE PGL WIOA 2017-01)****FOR CDLE USE ONLY:****2. TIER 1 (CHECK ALL THAT APPLY)**

- ☐ Local Area has a documented need to transfer funds in order to respond to market conditions and use resources effectively that is based on labor market information, Worker Readjustment and Retraining Notification (WARN) notices, or one-stop center data.
- ☐ Local Area has met the 70% expenditure requirement for funding available during the prior program year for Adults and Dislocated Workers; and
- ☐ Local Area is on track to meet participant measurements for the Adult and Dislocated Worker programs.

**3. TIER 2 (CHECK ALL THAT APPLY)**

All Tier 1 items and:

- ☐ Local area is on track to meet priority of service requirements for the Adult program;
- ☐ Local area is enrolling participants in Work-based Training (On the Job Training, Apprenticeships, Internships, Work Experiences, etc.) as part of the plan; and
- ☐ Local area is conducting outreach activities to Dislocated Workers, such as participation in Rapid Response or Reemployment Services and Eligibility Assessment (RESEA), across all eligibility categories applicable to the local area and to those with barriers to employment.

**4. TIER 3 (CHECK ALL THAT APPLY)**

All Tier 1 and 2 items and:

- ☐ Local area has a documented, significant need to transfer funds;
- ☐ Local area has collaboration with Partner Agencies demonstrated by co-enrollments and leveraging of multiple funding streams and program referrals; and
- ☐ Local Area has met or is on track to meet its goals for discretionary grants that serve adults and dislocated workers.



**VI. CHARTS (BUDGET & PERFORMANCE)**

*This information will reside in a Workbook, as a separate document from the Workplan, to provide annual and historical data.*



**Local Area  
WORK PLAN**

This WORK PLAN is agreed to by the partys' signature below:

<p style="text-align: center;"><b>For the Local Area</b></p> <p>X _____  <b>LWDB Chair or Designee</b>  <b>Date:</b> _____</p> <p>X _____  <b>Workforce Center Director or Designee</b>  <b>Date:</b> _____</p>	<p>X _____  <b>Community Resources Director</b>  <b>Date:</b> _____</p>
	<p style="text-align: center;"><b>For Workforce Development Programs</b></p> <p>X _____  <b>Operations Manager or Designee</b>  <b>Date:</b> _____</p>

## I. WORK PLAN SUMMARY

### A. THIS WORK PLAN IS FOR *(INSERT NFA TABLE BELOW)*:

Does this WORK PLAN include a request for Transfer of Funds. ☐YES ☐NO

If YES, complete Section V.

NFA# AR-	Funding Year	Program/Source	Period of Performance	Code	Amount	Formula	CFDA#	FAIN #
19-128	PY19	ARAPAHOE ZOMA	7-1-2020 to 4-30-2021	04ZM	\$120,000.00	N	NA	NA

### 1. B. THIS WORK PLAN MODIFICATION IS FOR *(SELECT APPROPRIATE CHECK BOX AND INCLUDE A BRIEF EXPLANATION HERE);\_CLICK OR TAP HERE TO ENTER TEXT.*

☐CHANGE TO WORK PLAN COMPONENTS OR PROJECT PLAN

☐CHANGE TO BUDGET

☐CHANGE TO PERFORMANCE OUTCOMES

☐TRANSFER BETWEEN AD & DW *(IF CHECKED, COMPLETE SECTION V)*

☐OTHER Click or tap here to enter text.

*(complete all changes in review/track changes/strikethrough mode and highlight new information)*

## II. PROGRAM CONTACTS

LOCAL AREA COORDINATOR	WDP PROGRAM COORDINATOR	WDP LIAISON
Name: Judy Emery 720-785-3672 jemery@arapahoe.gov.com	Name: Lee Wheeler-Berliner, Managing Director P: 303-318-8223	Name: Brad Roller Brad.roller@state.co.us

**III. FUNDING PROVISIONS (CHECK ONE)**

- ☐ No changes to previous provisions.  
☒ Funding provisions included or embedded below:

**Funding Purpose**

Funds are awarded to local workforce boards to enhance their capacity to serve individuals and businesses impacted by COVID-19 and the resulting spike in unemployment. Funds may support one local area or multiple local areas based on the applications submitted and the agreements reached between local areas.

**Use of Funds**

Funds may be used to carry out employment and training, and workforce development activities in the Local Area, as allowed under WIOA law and regulation, in support of one-stop services and in accordance with the statement of work for this grant opportunity.

**ALLOWABLE COSTS**

Costs for employment and training activities to support the delivery of workforce services may include, but are not limited to:

- Local board activities
- Participant training
- Staff development
- Technology development
- Business Services
- Personnel Costs
- Indirect Costs (max 10%)

Incurred costs must be reasonable and necessary to support the delivery of workforce services.

**UNALLOWABLE COSTS**

- Politically related activities
- Entertainment
- Fines/penalties
- Donations
- Fundraising activities
- Individual memberships and subscriptions

**PROGRAM COORDINATOR**

Lee Wheeler-Berliner, Managing Director  
P: 303-318-8223  
lee.wheeler-berliner@state.co.us

**Developed June 22, 2020**

**Additional Requirements or Instructions, if any:**

Reports must be submitted to the CWDC on August 5, 2020 and April 30, 2021. Reports must include:

- # of staff hired / supported by these funds
- Hire dates (new staff)
- Staff Turnover in these roles (Bus Dev and Career Coach)
- Average number of customers served per staff member per month
- Top 3-5 types of support requested by customers
- Top 3-5 services and/or resources provided to customers

*Exhibit B: WORK PLAN NFA # 19-128*  
*Local Area: Arapahoe County*

- Average customer net promoter score regarding their experience with local workforce centers  
AND summary of qualitative customer feedback

#### **IV. WORK PLAN**

##### **A. WORK PLAN TYPE *(SELECT ONE)***

☐ Annual Compliance Plan is the WORK PLAN and incorporated by reference.

☐ Project Plan/Grant proposal is attached as the WORK PLAN.

X WORK PLAN follows in Section IV, B & C below.

☐ WORK PLAN modification follows in Section IV, B&C below and/or Section VI.

**B. WORK PLAN COMPONENTS** (CHECK ALL THAT APPLY)

1.	<input type="checkbox"/>	Planning	7.	<input type="checkbox"/>	Business Services
2.	<input type="checkbox"/>	Outreach	8.	<input type="checkbox"/>	Sector Strategies
3.	<input type="checkbox"/>	Partnerships	9.	<input type="checkbox"/>	Career Pathways
4.	<input type="checkbox"/>	Program Integration	10.	<input type="checkbox"/>	Evaluation
5.	<input type="checkbox"/>	Service Delivery	11.	<input checked="" type="checkbox"/>	Other: Regional Planning and Implementation: lick or tap here to enter text.
6.	<input type="checkbox"/>	Work Based Learning			

**C. WORK PLAN COMPONENT OUTLINE****DATE RANGE:** Click or tap here to enter text.*Note: Component rows will automatically expand to fit multiple bullet points*

Component #	Program/Project Activities -LIST AS BULLET POINTS-	Estimated Completion Date *If ongoing, indicate "OG"	Anticipated Outcome (s) -LIST AS BULLET POINTS-
1			
2			
3			
4			
5			

<b>6</b>			
<b>7</b>			
<b>8</b>			
<b>9</b>			
<b>10</b>			
<b>11</b>	Funds will be used to support the goals and objectives outlined in the Talent Stabilization Fund: Enhancing Workforce Center Capacity to Serve Business application for funding.	OG	Regional Planning, Implementation and Evaluation
	Funds will be used to cover salary and fringe for the CUWA Director plus reimbursement to local areas for project-specific staff costs.	OG	Personnel Costs
	Funds will be used for printing costs and marketing and outreach materials.	OG	Operation Costs
	Funds will be used to support innovative cross regional planning, implementation and evaluation.	OG	Regional Planning Implementation and Evaluation: These funds will be used but not limited to convening multi-area planning regions, cross regional staff development and training, convening cross regional events for business and job seekers, measuring overall impact of cross regional and regional events and activities, sharing the outcomes of these cross regional activities and facilitating planning meetings and activities with WIOA partners across the local workforce areas.
	For activities requiring dedicated staff time, these funds will be used to support their time on the project.	OG	Personnel Costs
	Funds will be used to cover the costs of speakers retained for events, conveners and outside consultants.	OG	Regional Planning, Implementation and Evaluation

*Exhibit B: WORK PLAN NFA # 19-128*  
***Local Area: Arapahoe County***

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**V. TRANSFER REQUEST (CHECK ONE)**

☐ Tier I (Up To 50%)      ☐ Tier 2 (Between 51% And 75%)      ☐ Tier 3 (Between 76% And 100%)

**A. REASON FOR REQUEST (SEE PGL WIOA 2017-01)**
**FOR CDLE USE ONLY:****2. TIER 1 (CHECK ALL THAT APPLY)**

- ☐ Local Area has a documented need to transfer funds in order to respond to market conditions and use resources effectively that is based on labor market information, Worker Readjustment and Retraining Notification (WARN) notices, or one-stop center data.
- ☐ Local Area has met the 70% expenditure requirement for funding available during the prior program year for Adults and Dislocated Workers; and
- ☐ Local Area is on track to meet participant measurements for the Adult and Dislocated Worker programs.

**3. TIER 2 (CHECK ALL THAT APPLY)**

All Tier 1 items and:

- ☐ Local area is on track to meet priority of service requirements for the Adult program;
- ☐ Local area is enrolling participants in Work-based Training (On the Job Training, Apprenticeships, Internships, Work Experiences, etc.) as part of the plan; and
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**4. TIER 3 (CHECK ALL THAT APPLY)**

All Tier 1 and 2 items and:

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- ☐ Local area has collaboration with Partner Agencies demonstrated by co-enrollments and leveraging of multiple funding streams and program referrals; and
- ☐ Local Area has met or is on track to meet its goals for discretionary grants that serve adults and dislocated workers.



## VI. CHARTS (BUDGET & PERFORMANCE)

*This information will reside in a Workbook, as a separate document from the Workplan, to provide annual and historical data.*