

TRI-COUNTY WORKFORCE AREA MEMORANDUM OF UNDERSTANDING

This Tri-County Workforce Area Memorandum of Understanding (this “MOU”) is entered into by and among the following parties (collectively, the “Parties”): (1) The Tri-County Workforce Development Board, the local workforce development board serving the Tri-County Workforce Area; (2) County of Jefferson, State of Colorado, a body politic and corporate (“Jefferson County”); (3) County of Clear Creek, State of Colorado, a body politic and corporate (“Clear Creek County”); (4) County of Gilpin, State of Colorado, a body politic and corporate (“Gilpin County”); and (5) Colorado Department of Labor and Employment, Division of Employment and Training, Jobs for Veterans State Grant Program (JVSG) (the “One-Stop Partner”).

RECITALS

- A. WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (“WIOA”) requires the local workforce development board for each workforce area, with the agreement of the Chief Elected Official for that area, to enter into a memorandum of understanding with each one-stop partner operating in the workforce area concerning the operation of the one-stop delivery system in the local area;
- B. WHEREAS, the Tri-County Workforce Area, consisting of Jefferson County, Gilpin County and Clear Creek County, has been designated as a single local workforce area by the Colorado Workforce Development Council, on behalf of the Governor of the State of Colorado;
- C. WHEREAS, the Tri-County Workforce Development Board (the “TCWDB”) serves as the local workforce development board for the Tri-County Workforce Area;
- D. WHEREAS, Jefferson County has been designated the Chief Elected Official for the Tri-County Workforce Area by agreement of Jefferson, Gilpin and Clear Creek Counties; and
- E. WHEREAS, the One-Stop Partner identified above is a “Required Partner,” as that term is defined in WIOA.

AGREEMENT

NOW, THEREFORE, in accordance with the requirements of WIOA, the Parties agree as follows:

I. Term

The term of this MOU shall commence on the later of (a) January 1, 2026, or (b) the date this MOU becomes fully executed (the ‘Effective Date’) and shall end December 31, 2028, unless terminated earlier pursuant to the terms of this MOU.

II. Identification of Comprehensive Workforce Center

The TCWDB designates the Jefferson County Business & Workforce Center located at 3500 Illinois Street, Golden, CO 80401, as the comprehensive workforce center for the Tri-County Workforce Area.

III. Services Description Exhibits

1. The One-Stop Partner avers that, as of the Effective Date, the Service Description Exhibit,

a copy of which is attached hereto as Exhibit A, accurately and completely sets forth: (a) the specific services that the One-Stop Partner provides in the Tri-County Workforce Area, including the manner in which such services will be coordinated and delivered in the Tri-County Workforce Area; (b) the methods of referral of individuals between the One-Stop Partner and the one-stop operator for the Tri-County Workforce Area for appropriate services and activities; and (c) the methods used by the One-Stop Partner to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the One-Stop Partner's provision of necessary and appropriate access to services, including access to technology and materials.

2. Throughout the term of this MOU, the One-Stop Partner agrees to provide the services, to comply with the referral methods, and to provide the methods of access set forth in the Service Description Exhibit.
3. The One-Stop Partner agrees to promptly update its Service Description Exhibit if, for any reason, the Service Description Exhibit no longer accurately or completely describes the services provided, or the referral or access methods used, by the One-Stop Partner. In the event that the One-Stop Partner updates its Service Description Exhibit, the One-Stop Partner shall provide the updated Service Description Exhibit to the TCWDB and Jefferson County for their review and approval. If the TCWDB and Jefferson County approves the proposed updates, the TCWDB and Jefferson County shall accept the updated Service Description Exhibit, update this MOU to reflect the new Service Description Exhibit, and provide a copy of the updated MOU to all Parties and all other one-stop partners operating in the Tri-County Workforce Area. All requests to update the Service Description Exhibit shall be made on forms approved by the TCWDB and Jefferson County.
4. The TCWDB's and Jefferson County's acceptance of a One-Stop Partner's updated Service Description Exhibit and provision of notice in accordance with Section III(3) of this MOU shall be sufficient to constitute an amendment of such exhibit.

IV. Infrastructure Funding

1. The Infrastructure Funding Agreement (the "IFA"), which is attached hereto as Exhibit B, sets forth the Parties' understanding regarding the funding of the one-stop delivery system in the Tri-County Workforce Area, including without limitation (a) the effective time period of the IFA; (b) identification of the chief elected official, the local workforce development board and all one-stop partners participating in the funding of the Tri-County Workforce Area's one-stop delivery system; (c) the infrastructure and shared services budget for the Tri-County Workforce Area; (d) the One-Stop Partner's cost allocation and budget; and (e) a description of the periodic review and reconciliation process to ensure equitable benefit among the one-stop partners.
2. The IFA is hereby incorporated as a legally binding component of this MOU as if fully set forth herein.

V. Modifications and Amendments

1. The procedure for amendments to the Service Description Exhibits are set forth in Section III of the MOU.

2. The IFA may be amended to update the list of participating one-stop partners and to update budgeted numbers in accordance with the processes outlined in Sections III and VIII of the IFA, respectively.
3. Any Party to this MOU may change its authorized representative or contact information by providing notice of such change to all Parties in accordance with Section VII(12) of the MOU.
4. If the One-Stop Partner is not a Required Partner, as that term is defined in WIOA, the One-Stop Partner may terminate this MOU by providing a minimum of ninety (90) days' notice to all other Parties. If the One-Stop Partner terminates this MOU, the One-Stop Partner is no longer eligible to participate as a one-stop partner in the Tri-County Workforce Area and will not be permitted to appoint a representative to serve on the TCWDB. The One-Stop Partner's rights and obligations under this MOU shall cease on the effective date of such termination, with the exception of any liabilities which the One-Stop Partner may have incurred prior to termination, and the Party's confidentiality obligations under this MOU.
5. If this MOU is terminated, the TCWDB and Jefferson County shall provide notice of such termination to all remaining one-stop partners in the Tri-County Workforce Area.
6. Any other modifications to the terms of this MOU, including without limitation any modifications to the terms of the IFA, shall require an amendment signed by authorized representatives of all Parties.

VI. Appropriations/Funding

1. The obligations of all governmental Parties under this MOU (including those obligations set forth in any exhibit to this MOU) are subject to and contingent upon the availability, appropriation and encumbrance of funds for such purpose. In the event that such funding is reduced or eliminated, such Party may modify its obligations under this MOU accordingly.
2. None of the Parties, by this MOU, irrevocably pledges present cash reserves for payments in future fiscal years. The MOU does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation for any Party.

VII. Miscellaneous Provisions

1. Governing Laws. In the performance of their obligations under this MOU, the Parties agree to comply with the Workforce Innovation and Opportunity Act, as amended, 29 U.S.C. §§ 3101 *et seq.*, the Wagner-Peyser Act, 29 U.S.C. §§ 49 *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. §§ 720 *et seq.*, the Adult Education and Family Literacy Act, 20 U.S.C. §§ 9201 *et seq.*, the Colorado Career Advancement Act of 2016, C.R.S. §§ 8-83-201 *et seq.*, as amended, all applicable Training and Employment Notices and Training and Employment Guidance Letters issued by the United States Department of Labor, and all applicable Policy Guidance Letters issued by the Colorado Department of Labor and Employment.
2. Record Maintenance and Inspection. Each Party shall make, keep and maintain a complete file of all records, documents, communications, notes and other written

materials, and electronic media files, pertaining in any manner to the performance of this MOU until the later to occur of: (i) a period of six (6) years after the date this MOU expires or is earlier terminated, or (ii) the resolution of any pending disputes arising out of or relating to this MOU or the Parties' rights and obligations hereunder. This section shall be deemed to supplement and not replace any additional record maintenance and inspection requirements that a Party's funding authority or program may be bound by. All Parties shall continue to adhere to such other record maintenance and inspection requirements in addition to those set forth in this section.

3. Confidentiality. The Parties may have access to and contribute to information and materials of a highly sensitive nature, including confidential information. During the term of this MOU and at all times thereafter, the Parties shall not use or disclose any confidential information except to the extent such use or disclosure is necessary in the performance of this MOU. In accordance with but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as applicable state and federal law, rules, regulations, and waivers, all Parties shall actively secure and share confidential participant information and records only with each other. The Parties shall not share another Party's confidential information unless allowed by state and federal law, rules, regulations, and waivers.
4. Dispute Resolution. If one or more Parties disagree on the implementation of this MOU or the performance of services hereunder, the Parties will attempt to resolve their disagreement through negotiation. If the Parties cannot reach a resolution through this negotiation, the TCWDB will attempt to resolve the differences with the assistance of the Parties involved.
5. Integration Clause. This MOU embodies the entire agreement between the Parties referring to the subject matter hereof. The Parties recognize and agree that no Party has made or authorized any understanding beyond that expressly set forth in the MOU, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on any Party.
6. Severability. Should any provision of this MOU be held to be invalid or unenforceable, then the balance of the MOU shall be held to be in full force and effect as though the invalid portion was not included.
7. Independent Contractor. The Parties recognize and agree that each Party is an independent contractor for all purposes, both legal and practical, in performing services under this MOU, and that each Party and its agents and employees are not agents or employees of the other Party for any purpose. As an independent contractor, each Party shall be responsible for employing and directing its own employees and agents as is required to perform the services provided pursuant to this MOU, and shall exercise complete authority over its own personnel and agents, and shall be fully responsible for their actions. Each Party acknowledges that their agents and employees are not agents or employees of any other Party, for any purpose.

Nothing in this MOU will be construed to make one Party an employee, franchisee, joint venturer, agent or Partner, of another Party. No Party will represent itself to have any authority to bind any other Party to act on its behalf, except as expressly set forth herein. No Party will have the right to represent itself as having the authority to pledge another

Party's credit or extend credit in another Party's name. No Party will have the right to execute any agreements in another Party's name, or to bind another Party in any way.

The Parties acknowledge that they are not entitled to unemployment benefits or workers compensation benefits from another Party, its elected officials, agents or any program administered or funded by another Party. The Parties shall be entitled to unemployment coverage or workers compensation insurance only if unemployment compensation coverage or workers compensation coverage is provided by that Party's Program or some other entity that is not a Party to this MOU.

8. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of any governmental parties, their departments, institutions, agencies, boards, commissions, committees, bureaus, offices, officials, and employees shall be controlled and limited by the provisions of the Governmental Immunity Act, C.R.S. § 24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the risk management statutes, C.R.S. § § 24-30-1501, et seq., as amended.
9. Third-Party Beneficiaries. The enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any non-Party. It is the express intent of the Parties to this MOU that any person receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.
10. Assignment. The Parties' rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the TCWDB. Any attempt at assignment, transfer, or subcontracting without the written consent of the TCWDB shall be void.
11. Compliance with Law: The Parties shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws, rules and regulations applicable to discrimination and unfair employment practices. Any changes to such laws are deemed to have been incorporated into this MOU as of the date such changes take effect.
12. Notices: For all notices required to be provided under this MOU, all such notices shall be in writing, and shall be either sent by certified mail, return receipt requested, emailed or hand-delivered to the following representatives of the Parties at the following addresses.

<u>Tri-County Workforce Development Board</u> Attn: Annie Lozano, Chair 3500 Illinois Street, Ste. 1600 Golden, CO 80401	<u>Jefferson County</u> Attn: Board of County Commissioners 100 Jefferson County Parkway Golden, CO 80419 With a copy to: Jefferson County Attorney 100 Jefferson County Parkway, Ste 5000 Golden, CO 80419-5500
<u>Clear Creek County</u>	<u>Gilpin County</u>

Attn: Colton Rohloff, Deputy County Manager for the Board of County Commissioners 405 Argentine St. P.O. Box 2000 Georgetown, CO 80444	Attn: Kimberly Kaufman, Deputy Clerk to the Board of County Commissioners 203 Eureka St. P.O. Box 366 Central City, CO 80427
Kelly Folks CDLE Jobs for Veterans State Grant Program (JVSG) 707 17th Street, Suite 2700 Denver, CO 80202 Telephone Number: 303-318-8002 E-mail Address: kelly.folks@state.co.us	

13. Ownership of Materials and Information. Unless otherwise provided for in this MOU, the Parties agree that all material, information, data, computer software, documentation, studies, and evaluations produced by any Party in the performance of this MOU are the sole property of such Party.
14. Conflict of Interest. Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the Parties' interests. Each Party shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of such Party's obligations under this MOU.
15. Authorization. Each person signing this MOU represents and warrants that he or she is duly authorized to execute this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of this MOU and the performance of such Party's obligations have been duly authorized.
16. Counterparts: This MOU may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
17. Notice of Pending Litigation. Each Party shall notify the other Parties, in writing, within five (5) business days after being served with a summons, complaint or other pleading filed in any federal or state court or administrative agency that involves services provided under this MOU or is otherwise related to this MOU.
18. CORA Disclosure. To the extent not prohibited by federal law, this MOU and its exhibits are subject to public release through the Colorado Open Records Act, C.R.S. §§ 24-71-101, et seq. This MOU is not intended to supersede the Parties' obligations under CORA.
19. Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU.

IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the latest day, month and year written below.

TRI-COUNTY WORKFORCE DEVELOPMENT BOARD

Annie Lozano, Co-Chair

Date

IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the latest day, month and year written below.

COUNTY OF JEFFERSON, STATE OF COLORADO

Lesley Dahlkemper, Chairman
Board of County Commissioners

Date

APPROVED AS TO FORM:

Carey T. Markel
Assistant County Attorney

IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the latest day, month and year written below.

CLEAR CREEK COUNTY

George Marlin, Chairman
Board of County Commissioners

Date

APPROVED AS TO FORM:

Peter Lichtman
Clear Creek County Attorney

IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the latest day, month and year written below.

GILPIN COUNTY

Sandy Hollingsworth, Chair
Board of County Commissioners

Date

IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the latest day, month and year written below.

COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT, DIVISION OF EMPLOYMENT AND TRAINING, JOBS FOR VETERANS STATE GRANT (JVSG) PROGRAM

Kelly Folks
Director of Employment and Training

Date

In accordance with §24-30-202, C.R.S., this MOU is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Laura Urgain, State Controller Delegate
State Controller Delegate
Colorado Department of Labor and Employment

Effective Date: _____