



CRN # 4388

Arapahoe/Douglas Workforce Development Board

MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY AGREEMENTS

Between

Arapahoe/Douglas Workforce Development Board, Arapahoe and Douglas County

And

Colorado Department of Labor and Employment for the Jobs for Veterans State Grants (JVSG Programs)

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

PARTIES AND PURPOSE

This Memorandum of Understanding ('MOU') is made by and between the *Arapahoe/Douglas Workforce Development Board, Arapahoe County on behalf of the Arapahoe/Douglas Works! Workforce Center (a Division of the Community Resources Department of Arapahoe County Government), and Colorado Department of Labor and Employment for the Jobs for Veterans State Grants (JVSG Programs), (together the 'Parties')*.

Pursuant to the Workforce Innovation and Opportunity Act (WIOA), the *Arapahoe/Douglas Workforce Development Board* is required to develop and enter into a MOU with service delivery partners required by the WIOA.

The *Arapahoe/Douglas Workforce Board* has designated the *Arapahoe/Douglas Works! Workforce Center* as the one-stop center for the federally designated local areas of *Arapahoe County and Douglas County*.

WHEREAS, WIOA Section 121(c) requires that each Local Workforce Development Board ('LWDB'), with the agreement of the Chief Elected Official ('CEO'), shall develop and enter into an MOU (between the LWDB and the one-stop partners), consistent with Section 121(c)(2), concerning the operation of the one-stop delivery system in each local area.

WHEREAS, WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area ('Partners') to enter into an MOU with the LWDB relating to the operation of the one-stop system, pursuant to WIOA Section 121 (c).

WHEREAS, WIOA Section 121(b)(1) identifies the required programs or activities, and requires that each entity that carries out a program or activities ('Partners') in *Arapahoe County and Douglas County* shall: (a) provide access through the one-stop delivery system to such program or activities carried out by the Partner, including making the career services described in WIOA section 134(c)(2) that are applicable to the program or activities available at the one-stop centers (in addition to any other appropriate locations); (a) use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers in accordance with WIOA Sec. 121(h); (c) enter into a MOU with the LWDB, relating to the operation of the one-stop system, that meets



the requirements of WIOA Sec. 121(c); (d) participate in the operation of the one-stop system consistent with the terms of this MOU, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities; and (e) provide representation on the State board to the extent provided under WIOA Sec. 101.

WHEREAS, WIOA Section 121(b)(2) prescribes how other entities that carry out programs other than those required under WIOA Section 121(b)(1)(B) may be one-stop partners for the local area of *Arapahoe and Douglas counties* as additional Partners and provide the services available under their programs through the *Arapahoe/Douglas Works! Workforce Center* one-stop delivery system.

partners are Partners for the local area. Therefore, all entities that participate in the local area of *Arapahoe and Douglas Counties* service delivery system as Partners, whether required or additional, must be Parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, and policies as applicable to the Partner and authorized under the Partner's relevant legislation and in keeping with federal guidelines.

WHEREAS, WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each Partner's authorizing legislation continue to apply under the local area of *Arapahoe and Douglas counties* workforce system and that participation in the operation of the *Arapahoe/Douglas Works! Workforce Center* one-stop delivery system is in addition to the requirements of WIOA and other requirements applicable to each Partner under each authorizing law.

NOW THEREFORE, this MOU identifies (1) the duration of the MOU as well as the procedures for amending it during the term or period covered by the MOU, (2) the specific services provided by the Partner, (3) the procedures used to refer individuals between the Partners for the provision of appropriate services and activities, and (4) the method by which the cost of these services will be allocated and shared, if applicable.

I. TERM

The Parties' performance under this MOU shall commence on the later of (a) **July 1, 2020**, or (b) the date this MOU becomes fully executed (the 'Effective Date'). This MOU shall remain in effect until **December, 31, 2022** unless previously terminated or updated by one of the Parties pursuant to the terms of this MOU.

II. SCOPE

This MOU is entered into by and between the Parties for the delivery of services within the one-stop system, including the coordination of service delivery and the referral of customers, for the *Arapahoe/Douglas local* area. WIOA §121(b) identifies both the required and the optional programs and activities that may be carried out by Partners in the *Arapahoe/Douglas* area.

- A. One-Stop Partner Services: Exhibit A hereto sets forth the specific services that the Parties will provide in the Local Area in which the Partners operate. Exhibit A is attached hereto and incorporated herein by reference as if fully set forth herein. Beginning on the Effective Date and continuing throughout the term of this MOU, the Parties agree to work collaboratively to carry out the provisions of WIOA and this MOU and to provide the services set forth in its signed Exhibit A. Each Party agrees (1) to promptly notify the other Parties if, for any reason, the Party fails to provide



or is unable to provide the services set forth in its signed Exhibit A and (2) to amend its Exhibit A in accordance with this MOU if, for any reason, Exhibit A no longer accurately or completely describes the services provided by the Parties.

B. Cost Sharing

1. Negotiation of the Infrastructure Funding Agreement ('IFA')

The Colorado Workforce Development Council ('CWDC'), with the authority of the Governor, provides that (a) each Partner that operates in the Local Area is required to begin contributing its Proportionate Share of the Total Costs of operating each comprehensive and affiliate one-stop center in the Local Area ('One-Stop Delivery System Budget') no later than the timeframe as outlined in WIOA legislation; (b) the cost sharing methodology must be decided by consensus agreement among the LWDB, the CEO, and all the Parties; (c) if any Party fails to agree to a IFA that meets the requirements set forth by the CWDC the State will implement the State Funding Mechanism to determine each Partner's Contribution.

The Parties agree to participate in good faith in the negotiation of an IFA that meets all requirements set forth by the CWDC. At a minimum, the IFA should (a) specify the effective time period, which may be different from that of the duration of the MOU; (b) identify the Infrastructure Costs, Shared Costs and Total Costs; (c) identify the formula used to calculate Proportionate Share; (d) identify the CEO, the LWDB, and the Parties participating in the IFA; and (e) establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of the IFA. Upon agreement, any IFAs for the local area shall be incorporated as legally binding components of this MOU as if fully set forth herein, and shall be attached hereto and incorporated herein as Exhibit B.

The Parties agree that (a) the Infrastructure Costs, Shared Costs and Total Costs will be calculated using actual cost data, where possible, or reasonable cost estimates, where actual data is not available; (b) the cost data or estimates underlying the calculation of the Infrastructure Costs, Shared Costs and Total Costs will be disclosed to the Partners; (c) the methodology for calculating each Partner's Proportionate Share of the Total Costs will be determined through a reasonable cost allocation methodology that assigns costs to Partners in proportion to relative benefits received; (d) the Parties will negotiate in good faith to identify the methodology as well as the formula by which each Partner will make the Partner Contribution and to establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of the IFA; and (e) in negotiating the IFA, the Parties will comply with both the letter and the spirit of the WIOA law, regulations, Office of Management and Budget Circulars, and CWDC-issued policy guidance.

2. Abide by State Funding Mechanism, if Implemented, Subject to the Appeals Process

If the Parties fail to agree to an IFA that meets the requirements of the CWDC, the State will implement the State Funding Mechanism to determine each Partner's Contribution.

As applicable, (a) the Parties agree to abide by the terms of the State Funding Mechanism, if implemented, subject to the appeals process set forth by the CWDC; and (b) the Partners who are not subject to the State Funding Mechanism agree that, if the State Funding Mechanism is implemented, such Partner will continue in good faith to negotiate an IFA that meets the requirements of the CWDC.



III. PROVISIONS

A. Termination of MOU

- (1) Any Party wishing to terminate this MOU must provide written notice, by certified mail, return receipt requested, stating its intent to terminate to the other Parties at least thirty (30) days prior to the effective date of termination of the MOU. All rights and obligations of the Parties under this MOU shall cease on the effective date of such termination, with the sole exception of any liabilities which the Parties may have incurred and the Parties' confidentiality obligations under Paragraph IV.B.
 - (a) Per WIOA Section 121, any Partner that terminates its role as a Party to this MOU is no longer eligible to participate as a Partner with the Local Workforce system and will not be permitted to serve on the LWDB as a Partner representative.
 - (b) A Partner of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required Partner under WIOA Section 121(b)(1) must send written notice of the change in status to all the Parties as soon as possible. In such an event, a formal amendment to this MOU per Paragraph B of this Article will be required. The entity may continue as an additional Partner if mutually agreed to by the Arapahoe/Douglas Workforce Board and the remaining Partners.

B. Modifications and Amendments

- (1) Except as specifically provided in this MOU, modifications of this MOU shall not be effective unless agreed to in writing by the Parties in an amendment to this MOU, properly executed and approved in accordance with applicable state and local laws, rules, and policies.
- (2) In accordance with 20 CFR 678.500(d) the Parties agree to review the terms of this MOU not less than every three (3) years following the Effective Date to reflect any changes in the delivery of services, signatory official of the Parties, or one-stop infrastructure funding. Each Party to this agreement shall inform the other of any such changes until such time the agreement is modified in accordance with Section III.B(1) above. Should the need arise, the Parties may review the MOU on a more frequent basis and if substantial changes have occurred, amend the MOU to ensure appropriate funding and delivery of services. *Arapahoe/Douglas Workforce Board* shall initiate and oversee periodic review(s).
- (3) The Parties may modify an exhibit attached to this MOU without written amendment to the MOU; provided, however, that no such modification to an exhibit shall result in or be binding on the Parties if the modification requires an increase to a Party's total amount of cost sharing costs as set forth in Exhibit B. Any modification to an exhibit agreed to by the parties that requires an increase in a Party's total amount of cost sharing costs shall be evidenced by a written amendment to this MOU prepared and executed by both parties in accordance with Section III.B.(1) above.



The parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing the contract control numbers, if any, for this MOU. A proposed modification to an exhibit will be effective only when it has been approved in writing by the authorized representatives of the Parties, and if applicable, approved as to form by each Party's legal counsel. Each modified Exhibit shall contain the date upon which the modified exhibit shall take effect.

C. Appropriations/Funding.

(1) WIOA Sec. 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the Arapahoe/Douglas Works! Workforce Center One-Stop service delivery system must be described in this MOU. Under WIOA, each Partner that carries out a program or activities in a Arapahoe/Douglas Works! One-Stop Center or otherwise in the Local Area must use a portion of its funds available for such programs and activities, to operate and maintain the Arapahoe/Douglas Works! One-Stop delivery system, including proportional payment of the Infrastructure Costs, Additional Costs, and Total Costs of the Arapahoe/Douglas Works! One-Stop Centers (20 CFR § 678.700). All cost sharing agreements set forth in Exhibit B or elsewhere in this MOU are subject to all federal laws, rules, regulations, Office of Management and Budget Circulars, and guidance governing the specific program or activities for which cost sharing is required under WIOA. All obligations of the Parties under this MOU for cost-sharing arrangements, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds authorizing the program or activity for which cost sharing is required under WIOA and shall extend only to funds appropriated annually by the State of Colorado or Arapahoe County or Douglas County, paid into its Treasury, and encumbered for the purpose of this MOU.

(2) In the event that federal funds, or any part thereof, are not awarded to a Party for a program or activity for which cost sharing is required under WIOA or are reduced or eliminated by the federal government, the Parties may modify Exhibit B, in accordance with Section III.B., or the Party whose program or activity was not funded or was reduced or eliminated may terminate this MOU in accordance with Section III.A.

(3) None of the Parties, by this MOU, irrevocably pledges present case 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.

IV. **ADDITIONAL PROVISIONS**

A. 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 three (3) 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.

B. Confidentiality and Data Sharing: The Parties will 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, Parties shall not collect, 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. The Parties shall not share another Parties' confidential data unless allowed by state, and federal law, rules, regulations, and waivers. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

- C. Dispute Resolution: If Parties disagree on the implementation of this MOU or the performance of services hereunder, the Parties or their representatives will attempt to resolve their disagreement through negotiation. If the Parties cannot reach a resolution through this negotiation, the LWDB will attempt to resolve the differences with the assistance of the Partner or representative. If the Parties' disagreements cannot be resolved at this level, the LWDB must report failure to resolve the dispute with a required partner to the local elected official, Governor, the CWDC, and the State agency responsible for administering the Partner's program. If the State in collaboration with the local elected official cannot assist the LWDB in resolving the disagreement, the CWDC must report the failure to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a Partner's program (20 CFR Part 678.510).
- D. Entire MOU: 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 either Party, or its agents or employees, hereto. This MOU embodies the entire agreement between the Parties referring to the subject matter between the Parties hereto and there are no promises, terms, conditions, or obligations referring to the subject matter whereof than as contained herein.
- E. Severability: Should any other provisions 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; provided, however, that should the Party or Parties who would receive the benefits of the provision, were it not invalid or unenforceable, shall have the option to terminate this MOU, forthwith.
- F. 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 their own personnel 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 the 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 the other 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 the other Party's credit or extend credit in the other Party's name. No Party will have the right to execute any agreements in the other Party's name, or to bind the other Party in any way.



The Parties acknowledge that they are not entitled to unemployment benefits or workers compensation benefits from the other Party, its elected officials, agents or any program administered or funded by the other 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.

- G. Third Party Indemnification: To the extent permitted by law, each Party shall defend, indemnify and hold harmless the State and its officers and employees from any and all claims, liabilities or penalties suffered by the State or its officers and employees, and any and all claims, liabilities or penalties asserted against the State or its officers and employees, by or on behalf of any person, on account of, based on or resulting from, or arising out of (or claimed to have arisen out of) the acts or omissions of the Non-State Party. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the State's or any governmental entity's sovereign immunity, which immunity is hereby reserved to the State or other governmental entity which is a Party to this MOU.
- H. Governmental Immunity: Liability for claims for injuries to persons or property arising from the negligence of the 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 § 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.
- I. Third-Party Beneficiary: 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.
- J. Assignment: The Parties' rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the LWDB. Any attempt at assignment, transfer, or subcontracting without the written consent of the LWDB shall be void.
- K. 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.
- L. Breach: No waiver of any breach of this MOU shall be held to be a waiver of any other or subsequent breach. All remedies afforded under this MOU shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- M. 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, or hand-delivered to the following representatives of the Parties at the following addresses. The Parties may designate in writing a new or substitute representative



For Arapahoe County: Arapahoe County Attorney
Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

Colorado Department of Labor
And Employment for the Jobs
For Veterans State Grants:

William Dowling, Director
Colorado Department of Labor and Employment
Division of Employment and Training
633 17th St #201
Denver, CO 80202

And copies to:

Procurement Official
Colorado Department of Labor and Employment
633 17th Street, 11th Floor
Denver, CO 80202
303-318-8054

State Veterans Program Coordinator
633 17th St.
Denver, CO 80202

For Arapahoe/Douglas
Workforce Local Area:

Arapahoe/Douglas Works!
6964 South Lima Street
Centennial, Colorado 80112

And copies to:

Kelly Folks
Division Manager
6964 South Lima Street
Centennial, Colorado 80112
kfolks@arapahoegov.com

- N. 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 the State in the performance of this MOU are the sole property of the State.
- O. Conflict of Interest: Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the Party's 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.
- P. 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. If requested, each Party agrees to provide proof of such authority within fifteen (15) days of receiving such request.

- Q. Counterparts: This MOU may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
- R. 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.
- S. 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.
- T. Choice Of Law: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this MOU, to the extent capable of execution.
- U. Fund Availability: CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- V. Employee Financial Interest/Conflict Of Interest: CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Required Partner has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Required Partner's services and Required Partner shall not employ any person having such known interests.

V. LAW, ASSURANCES and CERTIFICATIONS

- A. The Parties shall comply with all applicable laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by Arapahoe County and Douglas County, the State of Colorado, and the United States Government, including the following provisions:
 - (i) Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
 - (ii) Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended,
 - (iv) Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 24 CFR Part 99)
 - (v) The Americans with Disabilities Act of 1990 (Public Law 101-336),
 - (vi) Priority of service for veterans in U.S. Department of Labor funded programs (38 U.S.C. § 4215)
 - (vii) Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with



Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,

- (viii) The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- (ix) Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- (x) The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- (xi) Title IX of the Education Amendments Act of 1972 (20 U.S.C. §1681),
- (xii) All amendments to each, and
- (xiii) All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

B. Additionally, as applicable, all Parties shall:

- (i) Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on any or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- (ii) Agree that all equipment and furniture purchased by any Party for purposes described herein shall remain the property of the purchaser after the termination of this Agreement.

C. Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR Part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

D. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

E. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

F. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and

priority of service for the WIOA title I Adult program, as required by 38 U.S.C. § 4215 and its



implementing regulations and guidance, and WIOA § 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

G. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. § 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA § 502 and 20 CFR 683.200(f).

H. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA § 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

I. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this MOU by reference.

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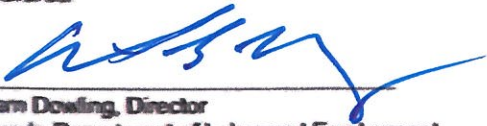


**Arapahoe/Douglas
WORKFORCE BOARD
COLORADO**

IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the 1st day of July 2020 or the latest date written below.

ATTEST:

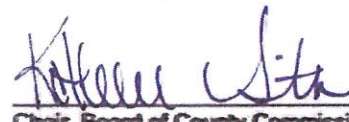
Signatures:


William Dowling, Director
Colorado Department of Labor and Employment
Jobs for Veterans State Grant (JVSG) Program

8-3-2021
Date


Peter Hancock, Workforce Board Chair
Arapahoe/Douglas Workforce Board

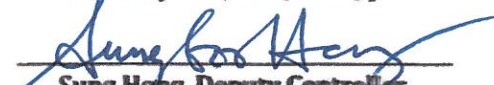
7/1/2021
Date


Chair, Board of County Commissioners
Arapahoe County Government
(Or authorized designee pursuant to Reso. No. 21-062)

7/9/2021
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**


Sung Hong, Deputy Controller
State Controller Delegate

Effective Date: 8/11/2021



CRN # 4388

Name of One-Stop Partner: Colorado Department of Labor and Employment
Type of Program: Jobs for Veterans State Grant (JVSG) Program
Address, City, State, Zip Code: 633 17th Street, 7th Floor, Denver Colorado 80202
Telephone Number: 303-318-8558 Fax Number: _____
Web Site: _____
E-Mail Address: _____

Please provide detailed descriptions of each of the following:

I. Access to Services

- a. Describe the manner in which the One-Stop Partner will fulfill the access requirement. Provide details. The options are (1) co-location; (2) cross-trained staff; and (3) direct technological linkage.**

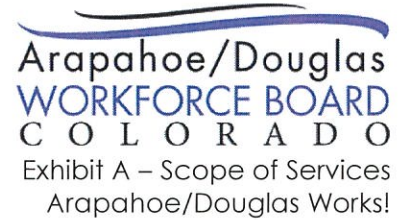
The Colorado Department of Labor and Employment (CDLE) Jobs for Veterans State Grant (JVSG) staff is strategically assigned within local areas to serve businesses and eligible persons with significant barriers to employment. The placement of the JVSG staff is determined by CDLE, in consultation with US Department of Labor (USDOL) Veterans Employment and Training Service (VETS), and the Arapahoe/Douglas Works! Workforce Area, referred to as (AJC), based on veteran population in accordance with the JVSG State plan and Federal guidance. When appropriate, JVSG staff are co-located within at least one Comprehensive One-Stop Center in the local area providing services to eligible persons. The AJC may request cross-training of staff by the National Veterans Training Institute. A request for cross-training must be made to the State Veterans Program Specialist or Coordinator.

The Disabled Veteran Outreach Program (DVOP) specialists are co-located with the Workforce Innovation and Opportunity Act (WIOA) staff. This streamlines the provision of intensive and individualized career services to eligible persons, promotes program co-enrollments, and facilitates collaboration between the WIOA and DVOP case managers. DVOP specialists are expected to visit, outreach to, or co-locate within local area workforce satellite office(s) and offices of other program partners as directed and approved by CDLE Leadership.

Local Veteran Employment Representatives (LVER) are co-located with the AJC business services staff as part of an integrated Business Service Team. This aligns the business service within the AJC and streamlines planning and implementation of any business focused initiative in which veterans and eligible spouses may benefit.

- b. Describe methods to ensure that needs of workers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the One-Stop Delivery System.**

The AJC will follow all applicable Federal, state and local laws to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities are addressed. Workers, including JVSG staff, will be provided a fully functional, ergonomically designed work station, including any necessary reasonable accommodations



consistent with the AJC staffing policies for staff with similar function and work duties and in accordance with other Federal and state guidance and agreements.

II. Service Delivery

- a. Describe services you will provide, coordination of services and delivery of services. Include physical location where services will be provided. Identify which items will be available at workforce centers and which will be available at other locations.**

It is the responsibility of the AJC Wagner-Peyser and WIOA staff to provide services to all businesses, veterans and spouses including eligible persons with significant barriers to employment. As outlined in Federal guidance, the JVSG supplements and does not supplant other USDOL funded programs. JVSG staff only provide services to eligible persons as authorized US Law Title 38 and outlined in Federal guidance. In the absence of JVSG staff, the AJC will ensure delivery of appropriate basic and individualized career services to eligible persons with significant barriers to employment.

The DVOP specialists provide an array of intensive services through a case management framework to eligible persons with significant barriers to employment and provide referrals to other services. See the table on following page. The AJC staff will follow federal and state guidance to provide services, triage and refer all eligible persons with significant barriers to the DVOP specialist if assigned.

[Remainder of page intentionally left blank]



- b. Identify the services the Partner Program provides in the chart below or in a narrative format. Enter a "X" for the services your program provides directly, enter a "R" for the services your program provides through referral, or enter a "B" for both. Enter services that your program provides that are not listed here in the blanks at the bottom of the chart.

Partner Program Services:

<i>Preliminary Services</i>		<i>Services Requiring Eligibility</i>		<i>Training Services</i>		<i>Employer Services</i>	
Public Information	X	Enrollment or Registration	R	Financial Assistance for Training	R	Job Listing	X
Outreach, Recruitment	X	Diagnostic Assessment	R	Occupational Skills Training	R	Candidate Screening	X
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	X	On-the-Job Training	R	Candidate Testing	R
Orientation	R	Counseling: Group or Individual	X	Skills Upgrading	R	Job Referrals	X
Resource Center	B	Case Management	X	Re-Training	R	Space for Job Interviews	R
Initial Assessment	B	Basic Education, Literacy Training, GED Training	R	Entrepreneurial Training	R	Labor Market Information	B
Workshops	B	English as a Second Language Training	R	Apprenticeship Training	R	Local Economic Development Information	B
Career Information	X	Computer Literacy Training	R	Customized or Workplace Training	R	Employer Incentives	X
Labor Market Information	B	Job Readiness Training	B	Work Experience, Internship (including Summer Jobs)	R	Employer Seminars	B
Job Search Skills & Information	X	Life Skills Training	B			Job Fairs	B
Job Referrals	X	Supportive Services	B			Services to Laid Off Workers	B
Labor Market Information	B	Post-Employment or Job Retention Services	X			Outplacement Services	R
Follow-Up	X	Tutoring, Study Skills Training	R			Job Analysis	B
Eligibility Determination	B	Leadership Development Activities	R			Focus Groups	R
		Mentoring	B				
		Alternative Secondary School	R				



- c. Identify the services the One-Stop Center provides in the chart below or in a narrative format. Enter a "X" for the services your program provides directly, enter a "R" for the services your program provides through referral, or enter a "B" for both. Enter services that the center provides that are not listed here in the blanks at the bottom of the chart.

One-Stop Center Services:

<i>Preliminary Services</i>		<i>Services Requiring Eligibility</i>		<i>Training Services</i>		<i>Employer Services</i>	
Public Information	X	Enrollment or Registration	X	Financial Assistance for Training	X	Job Listing	X
Outreach, Recruitment	X	Diagnostic Assessment	X	Occupational Skills Training	R	Candidate Screening	X
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	X	On-the-Job Training	B	Candidate Testing	X
Orientation	X	Counseling: Group or Individual	R	Skills Upgrading	R	Job Referrals	X
Resource Center	X	Case Management	X	Re-Training	R	Space for Job Interviews	X
Initial Assessment	X	Basic Education, Literacy Training, GED Training	R	Entrepreneurial Training	R	Labor Market Information	X
Workshops	X	English as a Second Language Training	R	Apprenticeship Training	R	Local Economic Development Information	X
Career Information	X	Computer Literacy Training	B	Customized or Workplace Training	R	Employer Incentives	X
Labor Market Information	X	Job Readiness Training	X	Work Experience, Internship (including Summer Jobs)	B	Employer Seminars	X
Job Search Skills & Information	X	Life Skills Training	X	Other:		Job Fairs	X
Job Referrals	X	Supportive Services	X			Services to Laid Off Workers	X
Labor Market Information	X	Post-Employment or Job Retention Services	X			Outplacement Services	X
Follow-Up	X	Tutoring, Study Skills Training	R			Job Analysis	X
Eligibility Determination	X	Leadership Development Activities	R			Focus Groups	X
Other:		Mentoring	R			Other:	
		Alternative Secondary School	R				



III. Referrals

- a. Describe how referrals for services will be coordinated. Including methods of referrals between partners, tracking referrals and related activities, coordination and follow through, and shared data systems and documentation.**

The JVSG funded staff work collaboratively in conjunction with the AJC staff to provide services to businesses and eligible persons. The AJC staff will follow federal and state guidance to outreach to, provide services, conduct a triage and refer all eligible persons with significant barriers to the DVOP specialist if assigned. The method used to alert the DVOP specialist of a referral will be decided by the AJC. Information will be shared using the state's data sharing labor exchange system.

Other referrals between programs will follow federal, state, and local policy, procedure, and guidance. The AJC will provide a flow chart which clearly outlines a step-by-step progression all veterans take from program referral to program completion.

DVOP specialists, WIOA case managers and Wagner-Peyser staff work closely with the LVER and business services team during and after the program progression. The LVER will follow state and local policy to accept and make business referrals and serve business customers. The LVER will leverage the business connections made, to the benefit of veterans who are deemed employment ready.



Exhibit B – Infrastructure Funding Agreement (IFA)
Arapahoe/Douglas Works!

CRN #4388

Name of One-Stop Partner: Colorado Department of Labor and Employment
Type of Program: Jobs for Veterans State Grant (JVSG) Program
Address, City, State, Zip Code: 633 17th Street, 7th Floor, Denver Colorado 80202
Telephone Number: _____ Fax Number: _____
Web Site: _____ E-Mail Address: _____

Infrastructure Funding Agreement

The sharing and allocation of infrastructure costs among one-stop partners are governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for 2 Federal Awards at 2 CFR part 200 (Uniform Guidance). Funding provided by the one-stop partners to cover the operating costs, including infrastructure costs, of the one-stop delivery system must be based on the partner program's proportionate use of the system and relative benefit received.

I. Listing of Partners and Services

This Infrastructure Funding Agreement (IFA) is made by and between the Arapahoe/Douglas Workforce Development Board, Arapahoe County on behalf of the Arapahoe/Douglas Works! Workforce Center (a Division of the Community Resources Department of Arapahoe County Government), and Colorado Department of Labor and Employment (CDLE) for the Jobs for Veterans State Grants (JVSG), (together the 'Parties').

Access to Services and Service Delivery:

The CDLE JVSG staff is strategically assigned within local areas to serve businesses and eligible persons with significant barriers to employment. The placement of the JVSG staff is determined by CDLE, in consultation with United States Department of Labor (USDOL) Veterans Employment and Training Service (VETS), and the Arapahoe/Douglas Works! Workforce Area, referred to as the American Job Center (AJC), based on veteran population in accordance with the JVSG State plan and Federal guidance. When appropriate, JVSG staff are co-located within at least one Comprehensive One-Stop Center in the local area providing services to eligible persons. The AJC may request cross-training of staff by the National Veterans Training Institute. A request for cross-training must be made to the State Veterans Program Specialist or Coordinator.

The Disabled Veteran Outreach Program (DVOP) specialists are co-located with the Workforce Innovation and Opportunity Act (WIOA) staff. This streamlines the provision of intensive and individualized career services to eligible persons, promotes program co-enrollments, and facilitates collaboration between the WIOA and DVOP case managers. DVOP specialists are expected to visit, outreach to, or co-locate within local area workforce satellite office(s) and offices of other program partners as directed and approved by CDLE Leadership.

Local Veteran Employment Representatives (LVER) are co-located with the AJC Business Services staff as part of an integrated Business Service Team. This aligns the business service within the AJC and streamlines planning and implementation of any business focused initiative in which veterans and eligible spouses



Exhibit B – Infrastructure Funding Agreement (IFA)
Arapahoe/Douglas Works!

may benefit.

The AJC will follow all applicable Federal, state and local laws to ensure that the needs of staff, youth/young adults, and individuals with barriers to employment, including individuals with disabilities are addressed. Staff, including JVSG staff, will be provided a fully functional, ergonomically designed work station, including any necessary reasonable accommodations consistent with the AJC staffing policies for staff with similar function and work duties and in accordance with other Federal and state guidance and agreements.

It is the responsibility of the AJC Wagner-Peyser and WIOA staff to provide services to all businesses, veterans and spouses including eligible persons with significant barriers to employment. As outlined in Federal guidance, the JVSG supplements and does not supplant other USDOL funded programs. JVSG staff only provide services to eligible persons as authorized US Law Title 38 and outlined in Federal guidance. In the absence of JVSG staff, the AJC will ensure delivery of appropriate basic and individualized career services to eligible persons with significant barriers to employment.

The DVOP Specialists provide an array of intensive services through a case management framework to eligible persons with significant barriers to employment and provide referrals to other services. The AJC staff will follow federal and state guidance to provide services, triage and refer all eligible persons with significant barriers to the DVOP specialist, if assigned.

The LVER staff provide services to businesses and build capacity within the workforce system. This is outlined in Federal guidance as:

- Planning and participating in job and career fairs;
- Conducting employer outreach;
- In conjunction with employers, conducting job searches and workshops, and establishing job search groups;
- Coordinating with unions, apprenticeship programs and businesses or business organizations to promote and secure employment and training programs for veterans;
- Informing Federal contractors of the process to recruit qualified veterans;
- Promoting credentialing and licensing opportunities for veterans;
- Coordinating and participating with other business outreach efforts; and
- Facilitating employment, training, and placement services furnished to veterans under the State employment service delivery system.

As a physical co-located partner, JVSG will adhere to all Arapahoe County, Community Resources Department, and Arapahoe/Douglas Works! policies, procedures, and guidelines, as long as they do not contradict state or federal guidance. Within state guidelines, JVSG also agrees to utilize Arapahoe/Douglas Works! vendors such as OfficeScapes, and maintain the décor consistent with the building such as color scheme, furniture, and paint.

II. General Financial Information

Arapahoe/Douglas Works! Cost Methodology:

Arapahoe/Douglas Works! incurs both direct costs and shared direct costs and maintains six cost pools. Arapahoe/Douglas Works! intention is to direct cost (charge) expenditures as practical and appropriate. Many of the types of costs listed in this cost allocation plan can be found as a direct cost to a



Exhibit B – Infrastructure Funding Agreement (IFA) Arapahoe/Douglas Works!

program/grant and as a shared or pooled cost as well.

Direct costs are costs that can be specifically identified with and assigned to a final cost objective and cost category. Measuring benefit involves identifying the full cost of the activity (expense) and assigning it to the correct cost objective/program/grant and the related cost category. Costs that can be identified as directly benefiting a specific program/grant and corresponding cost category are charged to that program/grant and corresponding cost category. No further allocation or breakdown by funding source is necessary for direct costs.

Shared direct costs are costs incurred for a common or joint purpose benefiting more than one cost objective or cost category. These costs are not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. Arapahoe/Douglas Works! "pools" these types of costs and subsequently allocates them to final cost objectives and cost categories. Most administrative costs and building costs are shared direct costs, and thus a direct relationship to a final cost objective cannot be shown without effort disproportionate to the results achieved.

Arapahoe/Douglas Works! has six (6) types of shared direct costs or cost pools: 1.) Shared administrative expenses; 2.) Shared general program expenses; 3.) Shared Lima Building A office building program expenses; 4) Shared Lima Building B office building expenses; 5.) Business and Assessment Center expenses and 6) Shared Altura Plaza building expenses. These six types of shared direct expenses are "pooled" and charged back to final cost objectives and cost categories using the cost plan described in detail in section V. COST POOLS AND METHODOLOGY. Cost Allocation Plan is available upon request.

When the direct measurement of benefits cannot be done efficiently and effectively, Arapahoe/Douglas Works! "pools" the costs into one of six cost pools. The expenditures initially charged to one of the six pools are subsequently allocated to the benefiting programs/grants and cost categories in proportion to the relative benefits received by each grant/program.

Administrative Cost Pool - Consists of pure administrative and Workforce Development Board expenses (non-program). This pool benefits all Arapahoe/Douglas Works! employees and partners in all Arapahoe/Douglas Works! offices. Arapahoe/Douglas Works! has defined this pool to include administrative functions and coordination of those functions, financial management and accounting including purchasing, payroll and personnel activities (HR), Workforce Development Board activities, organization-wide management, planning contracting, monitoring and agency coordination.

General Program Cost Pool - Consists of shared direct (non-administrative) program expenses. This pool benefits all Arapahoe/Douglas Works! employees and partners in all Arapahoe/Douglas Works! offices. For additional details, please refer to the

Infrastructure costs are outlined in Section III. of this Exhibit. Service delivery, as outlined in Section I. of this Exhibit, will be provided and leveraged through in-kind contributions by both Parties.

III. Infrastructure Costs

Infrastructure costs are non-personnel costs that are necessary for the general operation of the one-stop center, such as rental of the facilities, utilities and maintenance, equipment, and technology.

Funding is provided to Arapahoe County on behalf of Arapahoe/Douglas Works! as outlined in the Master



Exhibit B – Infrastructure Funding Agreement (IFA) Arapahoe/Douglas Works!

Agreement and in the Notice of Funding Availability (NFA) for the JVSG program.

JVSG will cover the cost of physical co-location at approximately \$8,696.25 per cubicle per year. This cost is based on the total expenses and are inclusive of each cubicle space totaling 81 square feet, port charges which is inclusive of the port costs associated with the computer, phone, and scanner, all copy and fax machine usage, front-desk support staff, building maintenance and janitorial costs.

JVSG is a physically co-located partner at the comprehensive one-stop center. As a co-located partner, at no additional cost, JVSG will have access to reserve and utilize all other training rooms and conference spaces, and JVSG will have access to all agency trainings, information, and resources.

Technology

A/D Works! will provide loaner laptop(s) when JVSG staff are required to work outside of the facility due to emergency situations. (If JVSG staff do not have a mobile computer, the local area will need to transition to a docking station or mobile computer set up with the next "refresh" of computer equipment).

IV. Additional Costs

One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center. Additional costs may include personnel costs (salaries, wages, and fringe benefits).

- a. Please describe, at a minimum, how applicable career services will be funded.

Personnel costs, which may include, but is not limited to; front-line staff providing career services to JVSG and Arapahoe/Douglas Works! customers at the comprehensive one-stop and satellite locations, supervisory oversight, and manager oversight will be supported and leveraged through Arapahoe/Douglas Works! grant(s) and JVSG funds.

- b. Please describe how shared operating costs and shared services will be funded, if applicable. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services.
 - i. Costing Methodologies
 1. Direct Program Costs
 2. Allocation of Shared Direct Costs—Cost Pools
 3. Organization In-directs

Service delivery outlined in Section I. of this Exhibit will be provided and leveraged through in-kind contributions by both Parties. Cost methodology is outline in Section II. of this Exhibit.

V. Payment and Reconciliation

CDLE will provide an NFA which will generate an EA/Work Plan; subsequently, Arapahoe/Douglas Works! will draw down through the CLEAR system. No cash payments will be made under this MOU.



Exhibit B – Infrastructure Funding Agreement (IFA)
Arapahoe/Douglas Works!

VI. Certification

This is to certify that all costs included in this plan are allowable and in accordance with the requirements of the federal awards to which they apply and 2 CFR 200 (Uniform Guidance), Cost Principles for State and Local Governments. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this plan are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and notification will be provided regarding any accounting changes that would affect the proposal materially.



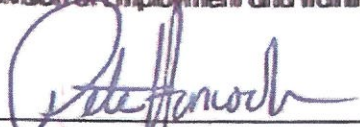
**Arapahoe/Douglas
WORKFORCE BOARD
COLORADO**

**Exhibit B -- Infrastructure Funding Agreement (IFA)
Arapahoe/Douglas Works!**



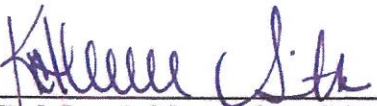
William Dowling, Director
Colorado Department of Labor and Employment
Division of Employment and Training

8-3-2021
Date



Peter Hancock, Chair
Chair, Arapahoe/Douglas Workforce Development Board

7/1/2021
Date



Chair, Board of County Commissioners
Arapahoe County Government
(Or authorized designee pursuant to Reso. No.
21-062)

7/9/2021
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**



Paulina Delora, MBA, CPA
State Controller Delegate

Effective Date: 8/11/2021



CMS #103062

Arapahoe/Douglas Workforce Development Board

MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY AGREEMENTS
Between
Arapahoe/Douglas Workforce Development Board, Arapahoe and Douglas County
And
Colorado Department of Labor and Employment for the Jobs for Veterans State Grants
(JVSG Programs)

PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

PARTIES AND PURPOSE

This Memorandum of Understanding ('MOU') is made by and between the *Arapahoe/Douglas Workforce Development Board, Arapahoe County on behalf of the Arapahoe/Douglas Works! Workforce Center (a Division of the Community Resources Department of Arapahoe County Government), and Colorado Department of Labor and Employment for the Jobs for Veterans State Grants (JVSG Programs)*, (together the 'Parties').

Pursuant to the Workforce Innovation and Opportunity Act (WIOA), the *Arapahoe/Douglas Workforce Development Board* is required to develop and enter into a MOU with service delivery partners required by the WIOA.

The *Arapahoe/Douglas Workforce Board* has designated the *Arapahoe/Douglas Works! Workforce Center* as the one-stop center for the federally designated local areas of *Arapahoe County and Douglas County*.

WHEREAS, WIOA Section 121(c) requires that each Local Workforce Development Board ('LWDB'), with the agreement of the Chief Elected Official ('CEO'), shall develop and enter into an MOU (between the LWDB and the one-stop partners), consistent with Section 121(c)(2), concerning the operation of the one-stop delivery system in each local area.

WHEREAS, WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area ('Partners') to enter into an MOU with the LWDB relating to the operation of the one-stop system, pursuant to WIOA Section 121 (c).

WHEREAS, WIOA Section 121(b)(1) identifies the required programs or activities, and requires that each entity that carries out a program or activities ('Partners') in *Arapahoe County and Douglas County* shall: (a) provide access through the one-stop delivery system to such program or activities carried out by the Partner, including making the career services described in WIOA section 134(c)(2) that are applicable to the program or activities available at the one-stop centers (in addition to any other appropriate locations); (a) use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers in accordance with WIOA Sec. 121(h); (c) enter into a MOU with the LWDB, relating to the operation of the one-stop system, that meets



the requirements of WIOA Sec. 121(c); (d) participate in the operation of the one-stop system consistent with the terms of this MOU, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities; and (e) provide representation on the State board to the extent provided under WIOA Sec. 101.

WHEREAS, WIOA Section 121(b)(2) prescribes how other entities that carry out programs other than those required under WIOA Section 121(b)(1)(B) may be one-stop partners for the local area of *Arapahoe and Douglas counties* as additional Partners and provide the services available under their programs through the *Arapahoe/Douglas Works! Workforce Center* one-stop delivery system.

partners are Partners for the local area. Therefore, all entities that participate in the local area of *Arapahoe and Douglas Counties* service delivery system as Partners, whether required or additional, must be Parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, and policies as applicable to the Partner and authorized under the Partner's relevant legislation and in keeping with federal guidelines.

WHEREAS, WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each Partner's authorizing legislation continue to apply under the local area of *Arapahoe and Douglas counties* workforce system and that participation in the operation of the *Arapahoe/Douglas Works! Workforce Center* one-stop delivery system is in addition to the requirements of WIOA and other requirements applicable to each Partner under each authorizing law.

NOW THEREFORE, this MOU identifies (1) the duration of the MOU as well as the procedures for amending it during the term or period covered by the MOU, (2) the specific services provided by the Partner, (3) the procedures used to refer individuals between the Partners for the provision of appropriate services and activities, and (4) the method by which the cost of these services will be allocated and shared, if applicable.

I. TERM

The Parties' performance under this MOU shall commence on the later of (a) **July 1, 2017**, or (b) the date this MOU becomes fully executed (the 'Effective Date'). This MOU shall remain in effect until **June 30, 2020**, unless previously terminated or updated by one of the Parties pursuant to the terms of this MOU.

II. SCOPE

This MOU is entered into by and between the Parties for the delivery of services within the one-stop system, including the coordination of service delivery and the referral of customers, for the *Arapahoe/Douglas local* area. WIOA §121(b) identifies both the required and the optional programs and activities that may be carried out by Partners in the *Arapahoe/Douglas* area.

- A. One-Stop Partner Services: Exhibit A hereto sets forth the specific services that the Parties will provide in the Local Area in which the Partners operate. Exhibit A is attached hereto and incorporated herein by reference as if fully set forth herein. Beginning on the Effective Date and continuing throughout the term of this MOU, the Parties agree to work collaboratively to carry out the provisions of WIOA and this MOU and to provide the services set forth in its signed Exhibit A. Each Party agrees (1) to promptly notify the other Parties if, for any reason, the Party fails to provide

or is unable to provide the services set forth in its signed Exhibit A and (2) to amend its Exhibit A in accordance with this MOU if, for any reason, Exhibit A no longer accurately or completely describes the services provided by the Parties.

B. Cost Sharing

1. Negotiation of the Infrastructure Funding Agreement ('IFA')

The Colorado Workforce Development Council ('CWDC'), with the authority of the Governor, provides that (a) each Partner that operates in the Local Area is required to begin contributing its Proportionate Share of the Total Costs of operating each comprehensive and affiliate one-stop center in the Local Area ('One-Stop Delivery System Budget') no later than January 1, 2018; (b) the cost sharing methodology must be decided by consensus agreement among the LWDB, the CEO, and all the Parties; (c) if any Party fails to agree to a IFA that meets the requirements set forth by the CWDC by the October 1, 2017 the State will implement the State Funding Mechanism to determine each Partner's Contribution.

The Parties agree to participate in good faith in the negotiation of an IFA that meets all requirements set forth by the CWDC by October 1, 2017. At a minimum, the IFA should (a) specify the effective time period, which may be different from that of the duration of the MOU; (b) identify the Infrastructure Costs, Shared Costs and Total Costs; (c) identify the formula used to calculate Proportionate Share; (d) identify the CEO, the LWDB, and the Parties participating in the IFA; and (e) establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of the IFA. Upon agreement, any IFAs for the local area shall be incorporated as legally binding components of this MOU as if fully set forth herein, and shall be attached hereto and incorporated herein as Exhibit B.

The Parties agree that (a) the Infrastructure Costs, Shared Costs and Total Costs will be calculated using actual cost data, where possible, or reasonable cost estimates, where actual data is not available; (b) the cost data or estimates underlying the calculation of the Infrastructure Costs, Shared Costs and Total Costs will be disclosed to the Partners; (c) the methodology for calculating each Partner's Proportionate Share of the Total Costs will be determined through a reasonable cost allocation methodology that assigns costs to Partners in proportion to relative benefits received; (d) the Parties will negotiate in good faith to identify the methodology as well as the formula by which each Partner will make the Partner Contribution and to establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of the IFA; and (e) in negotiating the IFA, the Parties will comply with both the letter and the spirit of the WIOA law, regulations, Office of Management and Budget Circulars, and CWDC-issued policy guidance.

2. Abide by State Funding Mechanism, if Implemented, Subject to the Appeals Process

If the Parties fail to agree to an IFA that meets the requirements of the CWDC by October 1, 2017, the State will implement the State Funding Mechanism to determine each Partner's Contribution.

As applicable, (a) the Parties agree to abide by the terms of the State Funding Mechanism, if implemented, subject to the appeals process set forth by the CWDC; and (b) the Partners who are not subject to the State Funding Mechanism agree that, if the State Funding Mechanism is implemented, such Partner will continue in good faith to negotiate an IFA that meets the requirements of the CWDC.



III. PROVISIONS

A. Termination of MOU

- (1) Any Party wishing to terminate this MOU must provide written notice, by certified mail, return receipt requested, stating its intent to terminate to the other Parties at least thirty (30) days prior to the effective date of termination of the MOU. All rights and obligations of the Parties under this MOU shall cease on the effective date of such termination, with the sole exception of any liabilities which the Parties may have incurred and the Parties' confidentiality obligations under Paragraph IV.B.
 - (a) Per WIOA Section 121, any Partner that terminates its role as a Party to this MOU is no longer eligible to participate as a Partner with the Local Workforce system and will not be permitted to serve on the LWDB as a Partner representative.
 - (b) A Partner of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required Partner under WIOA Section 121(b)(1) must send written notice of the change in status to all the Parties as soon as possible. In such an event, a formal amendment to this MOU per Paragraph B of this Article will be required. The entity may continue as an additional Partner if mutually agreed to by the Arapahoe/Douglas Workforce Board and the remaining Partners.

B. Modifications and Amendments

- (1) Except as specifically provided in this MOU, modifications of this MOU shall not be effective unless agreed to in writing by the Parties in an amendment to this MOU, properly executed and approved in accordance with applicable state and local laws, rules, and policies.
- (2) In accordance with 20 CFR 678.500(d) the Parties agree to review the terms of this MOU not less than every three (3) years following the Effective Date to reflect any changes in the delivery of services, signatory official of the Parties, or one-stop infrastructure funding. Each Party to this agreement shall inform the other of any such changes until such time the agreement is modified in accordance with Section III.B(1) above. Should the need arise, the Parties may review the MOU on a more frequent basis and if substantial changes have occurred, amend the MOU to ensure appropriate funding and delivery of services. *Arapahoe/Douglas Workforce Board* shall initiate and oversee periodic review(s).
- (3) The Parties may modify an exhibit attached to this MOU without written amendment to the MOU; provided, however, that no such modification to an exhibit shall result in or be binding on the Parties if the modification requires an increase to a Party's total amount of cost sharing costs as set forth in Exhibit B. Any modification to an exhibit agreed to by the parties that requires an increase in a Party's total amount of cost sharing costs shall be evidenced by a written amendment to this MOU prepared and executed by both parties in accordance with Section III.B.(1) above.



The parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing the contract control numbers, if any, for this MOU. A proposed modification to an exhibit will be effective only when it has been approved in writing by the authorized representatives of the Parties, and if applicable, approved as to form by each Party's legal counsel. Each modified Exhibit shall contain the date upon which the modified exhibit shall take effect.

C. Appropriations/Funding.

(1) WIOA Sec. 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the Arapahoe/Douglas Works! Workforce Center One-Stop service delivery system must be described in this MOU. Under WIOA, each Partner that carries out a program or activities in a Arapahoe/Douglas Works! One-Stop Center or otherwise in the Local Area must use a portion of its funds available for such programs and activities, to operate and maintain the Arapahoe/Douglas Works! One-Stop delivery system, including proportional payment of the Infrastructure Costs, Additional Costs, and Total Costs of the Arapahoe/Douglas Works! One-Stop Centers (20 CFR § 678.700). All cost sharing agreements set forth in Exhibit B or elsewhere in this MOU are subject to all federal laws, rules, regulations, Office of Management and Budget Circulars, and guidance governing the specific program or activities for which cost sharing is required under WIOA. All obligations of the Parties under this MOU for cost-sharing arrangements, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds authorizing the program or activity for which cost sharing is required under WIOA and shall extend only to funds appropriated annually by the State of Colorado or the Arapahoe County or Douglas County, paid into its Treasury City, and encumbered for the purpose of this MOU.

(2) In the event that federal funds, or any part thereof, are not awarded to a Party for a program or activity for which cost sharing is required under WIOA or are reduced or eliminated by the federal government, the Parties may modify Exhibit B, in accordance with Section III.B., or the Party whose program or activity was not funded or was reduced or eliminated may terminate this MOU in accordance with Section III.A.

(3) None of the Parties, by this MOU, irrevocably pledges present case 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.

IV. ADDITIONAL PROVISIONS

- A. 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 three (3) 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.



- B. Confidentiality and Data Sharing: The Parties will 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, Parties shall not collect, 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. The Parties shall not share another Parties' confidential data unless allowed by state, and federal law, rules, regulations, and waivers. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.
- C. Dispute Resolution: If Parties disagree on the implementation of this MOU or the performance of services hereunder, the Parties or their representatives will attempt to resolve their disagreement through negotiation. If the Parties cannot reach a resolution through this negotiation, the LWDB will attempt to resolve the differences with the assistance of the Partner or representative. If the Parties' disagreements cannot be resolved at this level, the LWDB must report failure to resolve the dispute with a required partner to the local elected official, Governor, the CWDC, and the State agency responsible for administering the Partner's program. If the State in collaboration with the local elected official cannot assist the LWDB in resolving the disagreement, the CWDC must report the failure to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a Partner's program (20 CFR Part 678.510).
- D. Entire MOU: 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 either Party, or its agents or employees, hereto. This MOU embodies the entire agreement between the Parties referring to the subject matter between the Parties hereto and there are no promises, terms, conditions, or obligations referring to the subject matter whereof than as contained herein.
- E. Severability: Should any other provisions 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; provided, however, that should the Party or Parties who would receive the benefits of the provision, were it not invalid or unenforceable, shall have the option to terminate this MOU, forthwith.
- F. 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 their own personnel 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 the 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 the other 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 the other Party's credit or extend credit in the other Party's name. No Party will have the right to execute any agreements in the other Party's name,



or to bind the other Party in any way.

The Parties acknowledge that they are not entitled to unemployment benefits or workers compensation benefits from the other Party, its elected officials, agents or any program administered or funded by the other 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.

- G. Third Party Indemnification: To the extent permitted by law, each Party shall defend, indemnify and hold harmless the State and its officers and employees from any and all claims, liabilities or penalties suffered by the State or its officers and employees, and any and all claims, liabilities or penalties asserted against the State or its officers and employees, by or on behalf of any person, on account of, based on or resulting from, or arising out of (or claimed to have arisen out of) the acts or omissions of the Non-State Party. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the State's or any governmental entity's sovereign immunity, which immunity is hereby reserved to the State or other governmental entity which is a Party to this MOU.
- H. Governmental Immunity: Liability for claims for injuries to persons or property arising from the negligence of the 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 § 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.
- I. Third-Party Beneficiary: 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.
- J. Assignment: The Parties' rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the LWDB. Any attempt at assignment, transfer, or subcontracting without the written consent of the LWDB shall be void.
- K. 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.
- L. Breach: No waiver of any breach of this MOU shall be held to be a waiver of any other or subsequent breach. All remedies afforded under this MOU shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- M. 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, or hand-delivered to the following representatives of the Parties at the following addresses. The Parties may designate in writing a new or substitute representative.



For Arapahoe County:

Arapahoe County Attorney
Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

Colorado Department of Labor
And Employment for the Jobs
For Veterans State Grants:

William Dowling, Director
Colorado Department of Labor and Employment
Division of Employment and Training
633 17th St #201
Denver, CO 80202

And copies to:

Lisa Eze, Purchasing Director
Colorado Department of Labor and Employment
633 17th Street, 11th Floor
Denver, CO 80202
Lisa.Eze@state.co.us

Johnathan Tillman
State Veterans Program Coordinator
633 17th St.
Denver, CO 80202
303-318-8811
Johnathan.Tillman@state.co.us

For Arapahoe/Douglas
Workforce Local Area:

Arapahoe/Douglas Works!
6964 South Lima Street
Centennial, Colorado 80112

And copies to:

Kelly Folks
Deputy Division Manager
6974 South Lima Street
Centennial, Colorado 80112
kfolks@arapahoegov.com

Darcy Kennedy
Administrative Services Division Manager
1690 West Littleton Boulevard
Littleton, Colorado 80120
dkennedy@arapahoegov.com

N. 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 the State in the performance of this MOU are the sole property of the State.

- O. Conflict of Interest: Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the Party's 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.
- P. 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. If requested, each Party agrees to provide proof of such authority within fifteen (15) days of receiving such request.
- Q. Counterparts: This MOU may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
- R. 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.
- S. 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.
- T. Choice Of Law: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this MOU, to the extent capable of execution.
- U. Fund Availability: CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- V. Employee Financial Interest/Conflict Of Interest: CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Required Partner has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Required Partner's services and Required Partner shall not employ any person having such known interests.

V. LAW, ASSURANCES and CERTIFICATIONS

- A. The Parties shall comply with all applicable laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by Arapahoe County and Douglas County, the State of Colorado, and the United States Government, including the following provisions:



- (i) Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- (ii) Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- (iii) Section 504 of the Rehabilitation Act of 1973, as amended,
- (iv) Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 24 CFR Part 99)
- (v) The Americans with Disabilities Act of 1990 (Public Law 101-336),
- (vi) Priority of service for veterans in U.S. Department of Labor funded programs (38 U.S.C. § 4215)

- (vii) Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- (viii) The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- (ix) Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- (x) The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- (xi) Title IX of the Education Amendments Act of 1972 (20 U.S.C. §1681),
- (xii) All amendments to each, and
- (xiii) All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

B. Additionally, as applicable, all Parties shall:

- (i) Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on any or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- (ii) Agree that all equipment and furniture purchased by any Party for purposes described herein shall remain the property of the purchaser after the termination of this Agreement.

C. Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR Part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

D. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.



E. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

F. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and

priority of service for the WIOA title I Adult program, as required by 38 U.S.C. § 4215 and its implementing regulations and guidance, and WIOA § 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

G. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. § 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA § 502 and 20 CFR 683.200(f).

H. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA § 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the 1st day of July 2017 or the latest date written below.

ATTEST:

Signatures:


William Dowling, Director
Colorado Department of Labor and Employment
Division of Employment and Training
Jobs for Veterans State Grant (JVSG) Program

12-12-17
Date


Evan Abbott, Workforce Board Vice Chair
Arapahoe/Douglas Workforce Board
*Andrew Beruch, Chair
Arapahoe/Douglas Workforce
Development Board*

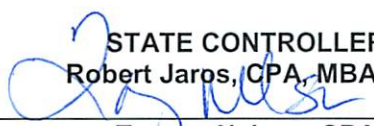
12/28/17
Date


Donald A. Klemme, Director
Community Resources Department
Arapahoe County Government

12/27/17
Date

DONALD KLEMME, COMMUNITY RESOURCES DIRECTOR,
ON BEHALF OF THE BOARD OF ARAPAHOE COUNTY
COMMISSIONERS PURSUANT TO RESOLUTION NO. 170252

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

By: 
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
Tammy Nelson, CPA
State Controller Delegate

Effective Date: 12/29/17



Name of One-Stop Partner: Colorado Department of Labor and Employment
Type of Program: Jobs for Veterans State Grant (JVSG) Program
Address, City, State, Zip Code: 633 17th Street, 7th Floor, Denver Colorado 80202
Telephone Number: _____ Fax Number: _____
Web Site: _____ E-Mail Address: _____

Please provide detailed descriptions of each of the following:

I. Access to Services

- a. Describe the manner in which the One-Stop Partner will fulfill the access requirement. Provide details. The options are (1) co-location; (2) cross-trained staff; and (3) direct technological linkage.**

The Colorado Department of Labor and Employment (CDLE) Jobs for Veterans State Grant (JVSG) staff is strategically assigned within local areas to serve businesses and eligible persons with significant barriers to employment. The placement of the JVSG staff is determined by CDLE, in consultation with US Department of Labor (USDOL) Veterans Employment and Training Service (VETS), and the Arapahoe/Douglas Works! Workforce Area, referred to as (AJC), based on veteran population in accordance with the JVSG State plan and Federal guidance. When appropriate, JVSG staff are co-located within at least one Comprehensive One-Stop Center in the local area providing services to eligible persons. The AJC may request cross-training of staff by the National Veterans Training Institute. A request for cross-training must be made to the State Veterans Program Specialist or Coordinator.

The Disabled Veteran Outreach Program (DVOP) specialists are co-located with the Workforce Innovation and Opportunity Act (WIOA) staff. This streamlines the provision of intensive and individualized career services to eligible persons, promotes program co-enrollments, and facilitates collaboration between the WIOA and DVOP case managers. DVOP specialists are expected to visit, outreach to, or co-locate within local area workforce satellite office(s) and offices of other program partners as directed and approved by CDLE Leadership.

Local Veteran Employment Representatives (LVER) are co-located with the AJC business services staff as part of an integrated Business Service Team. This aligns the business service within the AJC and streamlines planning and implementation of any business focused initiative in which veterans and eligible spouses may benefit.

- b. Describe methods to ensure that needs of workers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the One-Stop Delivery System.**

The AJC will follow all applicable Federal, state and local laws to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities are addressed. Workers, including JVSG staff, will be provided a fully functional, ergonomically designed work station, including any necessary reasonable accommodations consistent with the AJC staffing policies for staff with similar function and work duties and in accordance with other Federal and state guidance and agreements.

II. Service Delivery

- a. **Describe services you will provide, coordination of services and delivery of services. Include physical location where services will be provided. Identify which items will be available at workforce centers and which will be available at other locations.**

It is the responsibility of the AJC Wagner-Peyser and WIOA staff to provide services to all businesses, veterans and spouses including eligible persons with significant barriers to employment. As outlined in Federal guidance, the JVSG supplements and does not supplant other USDOL funded programs. JVSG staff only provide services to eligible persons as authorized US Law Title 38 and outlined in Federal guidance. In the absence of JVSG staff, the AJC will ensure delivery of appropriate basic and individualized career services to eligible persons with significant barriers to employment.

The DVOP specialists provide an array of intensive services through a case management framework to eligible persons with significant barriers to employment and provide referrals to other services. See the table on following page. The AJC staff will follow federal and state guidance to provide services, triage and refer all eligible persons with significant barriers to the DVOP specialist if assigned.

The LVER staff provide services to businesses and build capacity within the workforce system. This is outlined in Federal guidance as:

- Planning and participating in job and career fairs;
- Conducting employer outreach;
- In conjunction with employers, conducting job searches and workshops, and establishing job search groups;
- Coordinating with unions, apprenticeship programs and businesses or business organizations to promote and secure employment and training programs for veterans;
- Informing Federal contractors of the process to recruit qualified veterans;
- Promoting credentialing and licensing opportunities for veterans;
- Coordinating and participating with other business outreach efforts; and
- Facilitating employment, training, and placement services furnished to veterans under the State employment service delivery system.

2017-2018 Proposed Jobs for Veterans (JVSG Programs)

LVER Operating	\$	7,000.00
DVOP Operating	\$	21,000.00
Total Budget	\$	28,000.00

[Remainder of page intentionally left blank]

- b. Identify the services the Partner Program provides in the chart below or in a narrative format. Enter a "X" for the services your program provides directly, enter a "R" for the services your program provides through referral, or enter a "B" for both. Enter services that your program provides that are not listed here in the blanks at the bottom of the chart.

Partner Program Services:

<i>Preliminary Services</i>		<i>Services Requiring Eligibility</i>		<i>Training Services</i>		<i>Employer Services</i>	
Public Information	X	Enrollment or Registration	R	Financial Assistance for Training	R	Job Listing	X
Outreach, Recruitment	X	Diagnostic Assessment	R	Occupational Skills Training	R	Candidate Screening	X
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	X	On-the-Job Training	R	Candidate Testing	R
Orientation	R	Counseling: Group or Individual	X	Skills Upgrading	R	Job Referrals	X
Resource Center	B	Case Management	X	Re-Training	R	Space for Job Interviews	R
Initial Assessment	B	Basic Education, Literacy Training, GED Training	R	Entrepreneurial Training	R	Labor Market Information	B
Workshops	B	English as a Second Language Training	R	Apprenticeship Training	R	Local Economic Development Information	B
Career Information	X	Computer Literacy Training	R	Customized or Workplace Training	R	Employer Incentives	X
Labor Market Information	B	Job Readiness Training	B	Work Experience, Internship (including Summer Jobs)	R	Employer Seminars	B
Job Search Skills & Information	X	Life Skills Training	B			Job Fairs	B
Job Referrals	X	Supportive Services	B			Services to Laid Off Workers	B
Labor Market Information	B	Post-Employment or Job Retention Services	X			Outplacement Services	R
Follow-Up	X	Tutoring, Study Skills Training	R			Job Analysis	B
Eligibility Determination	B	Leadership Development Activities	R			Focus Groups	R
		Mentoring	B				
		Alternative Secondary School	R				

- c. Identify the services the One-Stop Center provides in the chart below or in a narrative format. Enter a "X" for the services your program provides directly, enter a "R" for the services your program provides through referral, or enter a "B" for both. Enter services that the center provides that are not listed here in the blanks at the bottom of the chart.

One-Stop Center Services:

<i>Preliminary Services</i>		<i>Services Requiring Eligibility</i>		<i>Training Services</i>		<i>Employer Services</i>	
Public Information	X	Enrollment or Registration	X	Financial Assistance for Training	X	Job Listing	X
Outreach, Recruitment	X	Diagnostic Assessment	X	Occupational Skills Training	R	Candidate Screening	X
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	X	On-the-Job Training	B	Candidate Testing	X
Orientation	X	Counseling: Group or Individual	R	Skills Upgrading	R	Job Referrals	X
Resource Center	X	Case Management	X	Re-Training	R	Space for Job Interviews	X
Initial Assessment	X	Basic Education, Literacy Training, GED Training	R	Entrepreneurial Training	R	Labor Market Information	X
Workshops	X	English as a Second Language Training	R	Apprenticeship Training	R	Local Economic Development Information	X
Career Information	X	Computer Literacy Training	B	Customized or Workplace Training	R	Employer Incentives	X
Labor Market Information	X	Job Readiness Training	X	Work Experience, Internship (including Summer Jobs)	B	Employer Seminars	X
Job Search Skills & Information	X	Life Skills Training	X	Other:		Job Fairs	X
Job Referrals	X	Supportive Services	X			Services to Laid Off Workers	X
Labor Market Information	X	Post-Employment or Job Retention Services	X			Outplacement Services	X
Follow-Up	X	Tutoring, Study Skills Training	R			Job Analysis	X
Eligibility Determination	X	Leadership Development Activities	R			Focus Groups	X
Other:		Mentoring	R			Other:	
		Alternative Secondary School	R				

III. Referrals

- a. **Describe how referrals for services will be coordinated. Including methods of referrals between partners, tracking referrals and related activities, coordination and follow through, and shared data systems and documentation.**

The JVSG funded staff work collaboratively in conjunction with the AJC staff to provide services to businesses and eligible persons. The AJC staff will follow federal and state guidance to outreach to, provide services, conduct a triage and refer all eligible persons with significant barriers to the DVOP specialist if assigned. The method used to alert the DVOP specialist of a referral will be decided by the AJC. Information will be shared using the state's data sharing labor exchange system.

Other referrals between programs will follow federal, state, and local policy, procedure, and guidance. The AJC will provide a flow chart which clearly outlines a step-by-step progression all veterans take from program referral to program completion.

DVOP specialists, WIOA case managers and Wagner-Peyser staff work closely with the LVER and business services team during and after the program progression. The LVER will follow state and local policy to accept and make business referrals and serve business customers. The LVER will leverage the business connections made, to the benefit of veterans who are deemed employment ready.



ARAPAHOE COUNTY
COMMUNITY RESOURCES DEPARTMENT



Exhibit B – Infrastructure Funding Agreement (IFA) Arapahoe/Douglas Works!

Name of One-Stop Partner: Colorado Department of Labor and Employment
Type of Program: Jobs for Veterans State Grant (JVSG) Program
Address, City, State, Zip Code: 633 17th Street, 7th Floor, Denver Colorado 80202
Telephone Number: _____ Fax Number: _____
Web Site: _____ E-Mail Address: _____

Infrastructure Funding Agreement

The sharing and allocation of infrastructure costs among one-stop partners are governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for 2 Federal Awards at 2 CFR part 200 (Uniform Guidance). Funding provided by the one-stop partners to cover the operating costs, including infrastructure costs, of the one-stop delivery system must be based on the partner program's proportionate use of the system and relative benefit received.

I. Listing of Partners and Services

This Infrastructure Funding Agreement (IFA) is made by and between the Arapahoe/Douglas Workforce Development Board, Arapahoe County on behalf of the Arapahoe/Douglas Works! Workforce Center (a Division of the Community Resources Department of Arapahoe County Government), and Colorado Department of Labor and Employment (CDLE) for the Jobs for Veterans State Grants (JVSG), (together the 'Parties').

Access to Services and Service Delivery:

The CDLE JVSG staff is strategically assigned within local areas to serve businesses and eligible persons with significant barriers to employment. The placement of the JVSG staff is determined by CDLE, in consultation with United States Department of Labor (USDOL) Veterans Employment and Training Service (VETS), and the Arapahoe/Douglas Works! Workforce Area, referred to as the American Job Center (AJC), based on veteran population in accordance with the JVSG State plan and Federal guidance. When appropriate, JVSG staff are co-located within at least one Comprehensive One-Stop Center in the local area providing services to eligible persons. The AJC may request cross-training of staff by the National Veterans Training Institute. A request for cross-training must be made to the State Veterans Program Specialist or Coordinator.

The Disabled Veteran Outreach Program (DVOP) specialists are co-located with the Workforce Innovation and Opportunity Act (WIOA) staff. This streamlines the provision of intensive and individualized career services to eligible persons, promotes program co-enrollments, and facilitates collaboration between the WIOA and DVOP case managers. DVOP specialists are expected to visit, outreach to, or co-locate within local area workforce satellite office(s) and offices of other program partners as directed and approved by CDLE Leadership.

Local Veteran Employment Representatives (LVER) are co-located with the AJC Business Services staff as part of an integrated Business Service Team. This aligns the business service within the AJC and streamlines planning and implementation of any business focused initiative in which veterans and eligible spouses may benefit.



ARAPAHOE COUNTY
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Exhibit B – Infrastructure Funding Agreement (IFA) Arapahoe/Douglas Works!

The AJC will follow all applicable Federal, state and local laws to ensure that the needs of staff, youth/young adults, and individuals with barriers to employment, including individuals with disabilities are addressed. Staff, including JVSG staff, will be provided a fully functional, ergonomically designed work station, including any necessary reasonable accommodations consistent with the AJC staffing policies for staff with similar function and work duties and in accordance with other Federal and state guidance and agreements.

It is the responsibility of the AJC Wagner-Peyser and WIOA staff to provide services to all businesses, veterans and spouses including eligible persons with significant barriers to employment. As outlined in Federal guidance, the JVSG supplements and does not supplant other USDOL funded programs. JVSG staff only provide services to eligible persons as authorized US Law Title 38 and outlined in Federal guidance. In the absence of JVSG staff, the AJC will ensure delivery of appropriate basic and individualized career services to eligible persons with significant barriers to employment.

The DVOP Specialists provide an array of intensive services through a case management framework to eligible persons with significant barriers to employment and provide referrals to other services. The AJC staff will follow federal and state guidance to provide services, triage and refer all eligible persons with significant barriers to the DVOP specialist, if assigned.

The LVER staff provide services to businesses and build capacity within the workforce system. This is outlined in Federal guidance as:

- Planning and participating in job and career fairs;
- Conducting employer outreach;
- In conjunction with employers, conducting job searches and workshops, and establishing job search groups;
- Coordinating with unions, apprenticeship programs and businesses or business organizations to promote and secure employment and training programs for veterans;
- Informing Federal contractors of the process to recruit qualified veterans;
- Promoting credentialing and licensing opportunities for veterans;
- Coordinating and participating with other business outreach efforts; and
- Facilitating employment, training, and placement services furnished to veterans under the State employment service delivery system.

As a physical co-located partner, JVSG will adhere to all Arapahoe County, Community Resources Department, and Arapahoe/Douglas Works! policies, procedures, and guidelines, as long as they do not contradict state or federal guidance. Within state guidelines, JVSG also agrees to utilize Arapahoe/Douglas Works! vendors such as OfficeScapes, and maintain the décor consistent with the building such as color scheme, furniture, and paint.

II. General Financial Information

Arapahoe/Douglas Works! Cost Methodology:

Arapahoe/Douglas Works! incurs both direct costs and shared direct costs and maintains six cost pools. Arapahoe/Douglas Works!' intention is to direct cost (charge) expenditures as practical and appropriate. Many of the types of costs listed in this cost allocation plan can be found as a direct cost to a program/grant and as a shared or pooled cost as well.



Exhibit B – Infrastructure Funding Agreement (IFA) Arapahoe/Douglas Works!

Direct costs are costs that can be specifically identified with and assigned to a final cost objective and cost category. Measuring benefit involves identifying the full cost of the activity (expense) and assigning it to the correct cost objective/program/grant and the related cost category. Costs that can be identified as directly benefiting a specific program/grant and corresponding cost category are charged to that program/grant and corresponding cost category. No further allocation or breakdown by funding source is necessary for direct costs.

Shared direct costs are costs incurred for a common or joint purpose benefiting more than one cost objective or cost category. These costs are not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. Arapahoe/Douglas Works! "pools" these types of costs and subsequently allocates them to final cost objectives and cost categories. Most administrative costs and building costs are shared direct costs, and thus a direct relationship to a final cost objective cannot be shown without effort disproportionate to the results achieved.

Arapahoe/Douglas Works! has six (6) types of shared direct costs or cost pools: 1.) Shared administrative expenses; 2.) Shared general program expenses; 3.) Shared Lima Building A office building program expenses; 4) Shared Lima Building B office building expenses; 5.) Business and Assessment Center expenses and 6) Shared Altura Plaza building expenses. These six types of shared direct expenses are "pooled" and charged back to final cost objectives and cost categories using the cost plan described in detail in section V. COST POOLS AND METHODOLOGY of the CDLE PY 2017 Plan.

When the direct measurement of benefits cannot be done efficiently and effectively, Arapahoe/Douglas Works! "pools" the costs into one of six cost pools. The expenditures initially charged to one of the six pools are subsequently allocated to the benefiting programs/grants and cost categories in proportion to the relative benefits received by each grant/program.

Administrative Cost Pool - Consists of pure administrative and Workforce Development Board expenses (non-program). This pool benefits all Arapahoe/Douglas Works! employees and partners in all Arapahoe/Douglas Works! offices. Arapahoe/Douglas Works! has defined this pool to include administrative functions and coordination of those functions, financial management and accounting including purchasing, payroll and personnel activities (HR), Workforce Development Board activities, organization-wide management, planning contracting, monitoring and agency coordination.

General Program Cost Pool - Consists of shared direct (non-administrative) program expenses. This pool benefits all Arapahoe/Douglas Works! employees and partners in all Arapahoe/Douglas Works! offices. For additional details, please refer to the CDLE PY 2017 Plan.

Infrastructure costs are outlined in Section III. of this Exhibit. Service delivery, as outlined in Section I. of this Exhibit, will be provided and leveraged through in-kind contributions by both Parties.

III. Infrastructure Costs

Infrastructure costs are non-personnel costs that are necessary for the general operation of the one-stop center, such as rental of the facilities, utilities and maintenance, equipment, and technology.

The following funding is provided to Arapahoe/Douglas Works! as outlined in our Master's Agreement and in our Notice of Funding Availability (NFA) and Expenditure Authorization (EA) process.



ARAPAHOE COUNTY
COMMUNITY RESOURCES DEPARTMENT



Exhibit B – Infrastructure Funding Agreement (IFA)
Arapahoe/Douglas Works!

2017-2018 JVSG Programs

LVER Operating	\$	7,000.00
DVOP Operating	\$	21,000.00
Total Budget	\$	28,000.00

Paid from the aforementioned JVSG budget, JVSG will cover the cost of physical co-location at approximately \$8,696.25 per cubicle per year. As there are four staff onsite, this equates to \$34,785. This cost is based on the total expenses and are inclusive of each cubicle space totaling 81 square feet, port charges which is inclusive of the port costs associated with the computer, phone, and scanner, all copy and fax machine usage, front-desk support staff, building maintenance and janitorial costs.

JVSG is a physically co-located partner at the comprehensive one-stop center. As a co-located partner, at no additional cost, JVSG will have access to reserve and utilize all other training rooms and conference spaces, and JVSG will have access to all agency trainings, information, and resources.

IV. Additional Costs

One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center. Additional costs may include personnel costs (salaries, wages, and fringe benefits).

- a. Please describe, at a minimum, how applicable career services will be funded.

Personnel costs, which may include, but is not limited to; front-line staff providing career services to JVSG and Arapahoe/Douglas Works! customers at the comprehensive one-stop and satellite locations, supervisory oversight, and manager oversight will be supported and leveraged through Arapahoe/Douglas Works! grant(s) and JVSG funds.

- b. Please describe how shared operating costs and shared services will be funded, if applicable. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services.
- i. Costing Methodologies
1. Direct Program Costs
 2. Allocation of Shared Direct Costs—Cost Pools
 3. Organization In-directs

Service delivery outlined in Section I. of this Exhibit will be provided and leveraged through in-kind contributions by both Parties. Cost methodology is outline in Section II. of this Exhibit.

V. Payment and Reconciliation

CDLE will provide an NFA which will generate an EA/Work Plan; subsequently, Arapahoe/Douglas Works! will draw down through the CLEAR system.



ARAPAHOE COUNTY
COMMUNITY RESOURCES DEPARTMENT

Arapahoe/Douglas
WORKFORCE BOARD
C O L O R A D O

Exhibit B – Infrastructure Funding Agreement (IFA)
Arapahoe/Douglas Works!

VI. Certification

This is to certify that all costs included in this plan are allowable and in accordance with the requirements of the federal awards to which they apply and 2 CFR 200 (Uniform Guidance), Cost Principles for State and Local Governments. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this plan are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and notification will be provided regarding any accounting changes that would affect the proposal materially.

I certify that this is true and correct to the best of my knowledge.



Eliste Lowe Vaughn, Director
Workforce Development Programs/Jobs for Veterans State Grants
Division of Employment and Training
Colorado Department of Labor and Employment

12-18-17
Date



Andrew Bercich
Chair, Arapahoe/Douglas Workforce Development Board

12/28/17
Date



Donald A. Klemme, Director
Community Resources Department
Arapahoe County Government

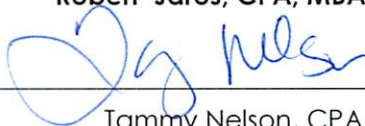
12/27/17
Date

DONALD KLEMME, COMMUNITY RESOURCES DIRECTOR,
ON BEHALF OF THE BOARD OF ARAPAHOE COUNTY
COMMISSIONERS PURSUANT TO RESOLUTION NO. 170252

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:



Tammy Nelson, CPA
State Controller Delegate

Date: 12/29/17