

AGREEMENT AMENDMENT #CMS 105074

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Labor and Employment,	Original Agreement Number CMS 105074
The Local Area Workforce Boulder County	Amendment Agreement Number Insert CMS number or Other Agreement Number of this Amendment
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Agreement Performance Beginning Date July 1, 2023
	Current Agreement Expiration Date June 30, 2024

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

The LOCAL AREA INSERT-Legal Name	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Labor and Employment
_____ By: Name & Title of Person Signing for Contractor	_____ By: Name & Title of Person Signing for Agency or IHE
Date:	Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Amendment Effective Date:

1. PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement ") is entered into by and between the Local Area and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Local Area for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4. PURPOSE

In accordance with the Workforce Innovation and Opportunity Act (WIOA), the purpose of this Amendment is to provide the ability for the Local Area Chief Elected Official (CEO) to enter into an Agreement with a Fiscal Agent. A sample Fiscal Agent Agreement is attached to this Amendment as Exhibit X. Use of this sample Fiscal Agent Agreement is not required, but any Fiscal Agent Agreement used by Contractor shall contain substantially equivalent language.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. Section XYZ is hereby amended to add the following "Section XXXX, Fiscal Agent:"

Local Area, at its discretion, shall have the option to assign a Fiscal Agent under this Agreement in accordance with the Workforce Innovation and Opportunity Act (WIOA) section 107(d)(12)(B)(i)(II). In order to enter into such a Fiscal Agent Agreement, Local Area shall enter into a contract in a form substantially equivalent to the Fiscal Agent example attached to this Agreement as Exhibit X.

B. Exhibit X, Sample Fiscal Agent Agreement, is added to the Agreement.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between

the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

EXHIBIT X-SAMPLE FISCAL AGENT AGREEMENT

WIOA FISCAL AGENT AGREEMENT

Between the

Workforce Boulder County

And the

Boulder County Community Services Fiscal

THIS AGREEMENT entered by and between Workforce Boulder County, hereinafter referred to as "Grant Recipient," and the Boulder County Community Services Fiscal, hereinafter referred to as "Fiscal Agent."

WITNESSTH that in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

WHEREAS, pursuant to section I07(d)(12)(B)(i)(II) of the Workforce Innovation and Opportunity Act, hereinafter referred to as "WIOA," the Grant Recipient has designated Boulder County Community Services Fiscal serve as Fiscal Agent for the benefit of Grant Recipient. This designation does not relieve the Grant Recipient of any liability of misuse of funds.

SCOPE OF SERVICE AND RESPONSIBILITIES

The Fiscal Agent shall receive and manage all formula WIOA funds for the Grant Recipient including Adult, Dislocated Worker, and Youth, as well as state reserve WIOA funds, and other federal funds allocated on behalf of the Local Area to the Grant Recipient. The Fiscal Agent shall be generally responsible for the acceptance and maintenance, disbursement, accounting, and reporting of WIOA funds.

The Fiscal Agent's duties and responsibilities shall be performed for the direct benefit of the Grant Recipient and performed in accordance with and governed by applicable WIOA, Federal, and State regulations. In addition, the Fiscal Agent shall provide services related to grants management, general accounting, financial services, oversight for fund integrity, staff support, and technical assistant on fiscal matters.

The Fiscal Agent shall be responsible for the oversight and management of any programs for which all formula WIOA funds for the Grant Recipient including Adult, Dislocated Worker, and Youth, as well as state reserve WIOA funds, and other federal funds allocated on behalf of the Local Area to the Grant Recipient are disbursed. The Fiscal Agent shall be responsible to ensure sustained fiscal integrity and accountability of expenditures of funds in accordance with the Office of Management and Budget (OMB) Uniform Guidance, the U.S. Department of Labor's exceptions at 2 CFR Part 2900, WIOA and corresponding Federal Regulations.

The Fiscal Agent shall exercise the degree of skill and care expected by the financial reporting and accounting profession. The Fiscal Agent accepts responsibility for the quality, accuracy, and timeliness of the work performed by the Fiscal Agent and its employees, subcontractors, and agents. The Fiscal Agent accepts financial responsibility for any errors and omissions attributed to employees and contractors of the Fiscal Agent that cause harm to the area and for the faithful performance of its employees and contractors including employee and contractor theft.

The Fiscal Agent shall ensure that all financial accounting records are maintained in accordance with accounting principles generally accepted in the United States of America (GAAP) or other basis as required by the Grant Recipient. The Fiscal Agent is responsible for maintaining an adequate system of internal controls, maintaining adequate documentation, and responding to audit findings.

The Grant Recipient delegates the authority to the Fiscal Agent to procure contracts or obtain written agreements for support of WIOA activities. The fiscal Agent will conduct financial monitoring on an annual basis at a minimum and provide technical assistance to sub recipients regarding fiscal issues. The Fiscal Agent shall be responsible for procuring annual, organization-wide financial and compliance audits in accordance with the requirements of the Single Audit Act of 1984 and OMB 2 CFR Chapter II, Part 200.

The Grant Recipient agrees to reimburse the Fiscal Agent for necessary and reasonable administrative costs for performing the duties of the Grant Recipient as reflected in an operating budget.

REPORTING EXPECTATIONS

The Fiscal Agent shall provide the following information monthly:

- a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to the Grant Recipient, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the Grant Recipient may identify in conjunction with the execution of their responsibilities under this Fiscal Agent Agreement..
- b. Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the Grant Recipient retains ultimate responsibility.

The Fiscal Agent shall meet with the Grant Recipient on a regular basis to review reports and address the Grant Recipient's questions or concerns. These meetings shall be held not less frequently quarterly.

AMENDMENT

This Agreement may be amended upon written approval by all signed parties.

SEVERABILITY

If any of the provisions of this Agreement shall be found void or unenforceable for whatever reason by any court of law or equity, it is expressly intended that such provision(s) be severable and the remainder of the Agreement shall remain in force and effect.

This Agreement, as stipulated under Section 107(b) of the Workforce Innovation and Opportunity Act, 29 U.S.C. § 3101, et. seq. has been approved by the Grant Recipient and the Fiscal Agent. The agreement is effective upon the execution of the signatures of the Grant Recipient and the Fiscal Agent. It continues from year to year until it is modified or either the Grant Recipient or the Fiscal Agent initiates steps to terminate it. If either the Grant Recipient or the Fiscal Agent plans to terminate this Agreement, a minimum of 60 days written notice shall be given to the other as to this intent. Alternatively, this Agreement shall also be terminated upon the repeal of the WIOA or successor legislation pertaining to Workforce Development.

IN WITNESS WHEREOF, the above parties have caused this Agreement to be duly executed intending to be bound thereby.

Workforce Boulder County

Boulder County Community Services Fiscal

Title: _____

Title: Lead Accountant (Proxy for Donelda Mason)

Signature: _____

Signature Chris Clark _____

Date: _____

Date: May 24, 2023 _____

Certificate Of Completion

Envelope Id: 4D8CE757834F4CB287F8A99309629B02	Status: Sent
Subject: Complete with DocuSign: WF-CS Fiscal Agent Amendment.pdf	
Type of Document: Agreement	
Department/Office: Community Services	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Candice Long
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2025 14th St
	Boulder, CO 80302
	clong@bouldercounty.org
	IP Address: 8.44.156.126

Record Tracking

Status: Original	Holder: Candice Long	Location: DocuSign
5/24/2023 10:04:35 AM	clong@bouldercounty.org	

Signer Events

Signer Events	Signature	Timestamp
Chris Clark		Sent: 5/24/2023 10:09:28 AM
chclark@bouldercounty.org		Viewed: 5/24/2023 10:30:43 AM
Lead Accountant (Proxy for Donelda Mason)		Signed: 5/24/2023 10:45:44 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 161.97.243.171	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cecilia Lacey	Sent: 5/24/2023 10:45:45 AM
clacey@bouldercounty.org	
Clerk to the Board	
Boulder County	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Claire Levy
clevy@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Candice Long clong@bouldercounty.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">VIEWED</div>	Sent: 5/24/2023 10:45:45 AM Viewed: 5/24/2023 10:46:41 AM
	Using IP Address: 8.44.156.126	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Chris Clark chclark@bouldercounty.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Erin Jones epjones@bouldercounty.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/24/2023 10:09:28 AM
Envelope Updated	Security Checked	5/24/2023 10:34:54 AM

Payment Events	Status	Timestamps
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