

Boulder County Workforce Development Board

MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY AGREEMENTS

Between

Boulder County Workforce Development Board

And

Front Range Community College (FRCC) under representation of the Perkins Act

PURSUANT TO THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

PARTIES AND PURPOSE

This Memorandum of Understanding ('MOU') is made by and between the Boulder County Workforce Development Board and the State of Colorado, acting by and through the Department of Higher Education, by the State Board of Community Colleges and Occupational Education, for the use and benefit of Front Range Community College (FRCC), (together the 'Parties').

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

The Boulder County Workforce Board has designated Workforce Boulder County (WfBC) as the one-stop center for the federally designated local area of Boulder 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 Boulder 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 Boulder County as additional Partners and provide the services available under their programs through the Workforce Boulder County one-stop delivery system.

WHEREAS, WIOA Section 121(b)(2)(A) provides that both required and additional partners are Partners for the local area. Therefore, all entities that participate in the Boulder County 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 Boulder County and that participation in the operation of the Workforce Boulder County 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, 2023**, or (b) the date this MOU becomes fully executed (the 'Effective Date'). This MOU shall remain in effect until **June 30, 2026**, 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 Boulder County area. WIOA §121(b) identifies both the required and the optional programs and activities that may be carried out by Partners in the Boulder County 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 July 1, 2023; (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, 2023 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, 2023. 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, 2023, 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 WfBC, FRCC, 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. The Workforce Boulder County OneStop Operator 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, 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 Workforce Boulder County One-Stop service delivery system must be described in this MOU. Under WIOA, each Partner that carries out a program or activities in a WfBC Area One-Stop Center or otherwise in the WfBC Area must use a portion of its funds available for such programs and activities, to operate and maintain the WfBC Area One-Stop delivery system, including proportional payment of the Infrastructure Costs, Additional Costs, and Total Costs of the WfBC Area 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 Boulder County 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) The Parties shall have no obligation under this MOU to provide any other monies or financial support of any kind or nature to operate or maintain the WfBC One-Stop Delivery system, including proportional payment of the infrastructure costs of the WfBC One-Stop Centers. If any such obligation is asserted against a Party, any resulting obligation shall extend only to federal funds received and budgeted for this MOU, appropriated annually, paid into the Treasury of the Party, and encumbered for the purpose of the MOU, if required.

(4) 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. 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 WfBC: Erin Jones
Director
Workforce Boulder County
5755 Central Ave. Unit B
Boulder, CO 80301

For FRCC: Janel Highfill, Associate Vice President,
Workforce Development & Strategic Partnerships
Front Range Community College
3645 W. 112th Avenue,
Westminster, CO 80031
303-404-5486
Janel.Highfill@frontrange.edu

With copies to: Front Range Community College
Contracts – Campus Box 26
3645 W. 112th Avenue
Westminster, CO 80031
Contracts@frontrange.edu

- 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. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor 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 Boulder 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.

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

ATTEST:

Corrine Waldau
Chair, Boulder County Workforce Development Board

Date

Claire Levy, Board of County Commissioners

Date

STATE OF COLORADO:
JARED POLIS, GOVERNOR
Department of High Education, By the State
Board for Community Colleges and Occupational
Education, for the use and benefit of Front Range
Community College

DocuSigned by:
Duane E. Risse
6FD3FC8DB9464E2

Duane E. Risse, Interim Vice President, Finance & Administration

6/13/2023

Date

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Laura Urbain
State Controller Delegate

Effective Date: _____

Exhibit A – Scope of Services
Workforce Boulder County

Name of One-Stop Partner: Front Range Community College
Type of Program: Carl D. Perkins Career Partner
Address, City, State, Zip Code: 3645 West. 112th Avenue, Westminster, CO 80031
Telephone Number: 303-404-5486 Fax Number:
Web Site: www.frontrange.edu E-Mail: janel.highfill@frontrange.edu

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.**

This partnership will take place through:

- 1) Establishing a linkage between WfBC training personnel and Front Range Community College.
- 2) Cross training both parties with advising personnel and other staff.
- 3) Direct Technological Linkage- Workforce Boulder County provides an online referral form within the One-Stop locations for partner referral linkages and provides a virtual call center available for referring agencies and direct access to clients 720-776-0822. The virtual call center is available Monday through Friday, between the hours of 8:00 am and 4:30 pm, excluding holidays.

- 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.**

WfBC will ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities are addressed by the following:

- When advertising programs and activities in the various media (including the internet), WfBC will ensure that the above mentioned groups are targeted and included in those publications, stations, and websites.
- Advertisements or program offerings will be shared with schools and community service agencies that serve the above groups.
- A list of various media, schools, and community service agencies will be developed and maintained at the WfBC level for advertising and recruitment purposes.
- Efforts will be made to consult with community service agencies and WfBC partners about ways to improve outreach and service for the populations

Exhibit A – Scope of Services
Workforce Boulder County

mentioned above. A record of these efforts will be maintained for monitoring purposes.

- The special needs of various groups such as individuals with disabilities and individuals who communicate in languages other than English will be considered when advertising, recruiting, and preparing brochures or other types of publications and electronic communications.

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.**

WFBC will:

- Provide opportunities for cross training of staff, including but not limited to: Use of the One-Stop Resources, outreach and recruitment activities associated with the Workforce Innovation and Opportunity Act program, 50+ Employment Opportunities Program, and Wagner-Peyser.
- Maintain a website that provides online information regarding services that are available to Workforce Boulder County.
- Assist referrals from Front Range Community College with career training, academic preparation, and remediation, as appropriate.
- Provide assistance with career and academic advising.
- Assist in the completion of enrollment forms and financial assistance applications by eligible WfBC clients for enrollment in career training.
- Identify needs and development of appointment schedule to facilitate transition into career training.
- Communicate with Front Range Community College, the needs of WfBC clients for assistance with services specific to Boulder County.

These services provided at the WfBC's two Comprehensive One Stop Centers

WfBC Longmont
St. Vrain Community HUB
515 Coffman
Longmont, CO 80501

And

WfBC Boulder
1333 Iris Ave.
Boulder, CO 80304

Exhibit A – Scope of Services
Workforce Boulder County

Partner program: FRCC has one campus in the WfBC One-Stop service area in Longmont. It has three campus locations: Fort Collins, Longmont, and Westminster. Classes are offered in-person, online, and in a hybrid format. Student services including advising, financial aid, cashier, and career services are offered at all three locations. FRCC will continue to partner with WfBC in the following manner:

- Continue to partner with WfBC to assess industry workforce need and provide training and education opportunities for individuals and businesses to provide a trained workforce in Boulder County.
 - Partner will WfBC to convene Industry Sector Partnerships in Manufacturing, Healthcare, and Information Technology.
 - Partner with WfBC to assess grant opportunities that can finance education and training for businesses, organizations and individuals in Boulder County
 - Partner with WfBC and K-12 in Boulder County to provide seamless services and clear pathways for students.
- 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	X	Financial Assistance for Training	X	Job Listing	R
Outreach, Recruitment	X	Diagnostic Assessment	X	Occupational Skills Training	X	Candidate Screening	R
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	R	On-the-Job Training	R	Candidate Testing	X
Orientation	X	Counseling: Group or Individual	R	Skills Upgrading	X	Job Referrals	R
Resource Center	X	Case Management	R	Re-Training	X	Space for Job Interviews	X
Initial Assessment	X	Basic Education, Literacy Training, GED Training	B	Entrepreneurial Training	X	Labor Market Information	X
Workshops	B	English as a Second Language Training	B	Apprenticeship Training	X	Local Economic Development Information	R
Career Information	B	Computer Literacy Training	X	Customized or Workplace Training	X	Employer Incentives	R
Labor Market Information	B	Job Readiness Training	X	Work Experience, Internship (including Summer Jobs)	R	Employer Seminars	R
Job Search Skills & Information	B	Life Skills Training	R			Job Fairs	R

Exhibit A – Scope of Services
Workforce Boulder County

Job Referrals	B	Supportive Services	R		Services to Laid Off Workers	X
Labor Market Information	B	Post Employment or Job Retention Services	R		Outplacement Services	R
Follow-Up	R	Tutoring, Study Skills Training	X		Job Analysis	X
Eligibility Determination	X	Leadership Development Activities	R		Focus Groups	X
		Mentoring				
		Alternative Secondary School	X			

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	X	Candidate Screening	X
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	X	On-the-Job Training	X	Candidate Testing	X
Orientation	X	Counseling: Group or Individual	R	Skills Upgrading	X	Job Referrals	X
Resource Center	X	Case Management	X	Re-Training	X	Space for Job Interviews	X X
Initial Assessment	X	Basic Education, Literacy Training, GED Training	B	Entrepreneurial Training	X	Labor Market Information	
Workshops	X	English as a Second Language Training	R	Apprenticeship Training	X	Local Economic Development Information	X
Career Information	X	Computer Literacy Training	X	Customized or Workplace Training	X	Employer Incentives	R
Labor Market Information	X	Job Readiness Training	X	Work Experience, Internship (including Summer Jobs)	X	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	X			Job Analysis	X
Eligibility Determination	X	Leadership Development Activities	X			Focus Groups	X

Exhibit A – Scope of Services
Workforce Boulder County

Other:		Mentoring	X			Other:	
		Alternative Secondary School	X				

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.**

Workforce Boulder County

WfBC will receive referrals to the Employment Advisors at each comprehensive one-stop location where referred individuals will receive a triage in order to best assist in navigating services. If a referred individual is interested in and deemed eligible for any fee based programming, the Employment Advisors will work with this individual to complete the Universal Application for service. Through collection of data on this Universal Application as well as Connecting Colorado all referrals and related activities will be tracked for follow through, documentation, and shared.

FRCC will receive referrals through Academic Advisors at campus locations and online at www.frontrange.edu.

Exhibit B – Infrastructure Funding Agreement (IFA)

Name of One Stop Partner: Front Range Community College
Type of Program: Under Representation of the Perkins Act
Address, City, State, Zip Code: 3645 West 112th Ave. Westminster, CO 80031
Telephone: 303-404-5311 **Email:** janel.highfill@frontrange.edu
Website: <https://www.frontrange.edu/>

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 the relative benefit received.

I. Front Range Community College:

FRCC will provide the following services:

- Partner with WfBC to assess industry workforce need and provide training and education opportunities for individuals and businesses to provide a trained workforce in Boulder County.
- Partner with WfBC to convene Industry Sector Partnerships in Manufacturing, Healthcare, and Information Technology.
- Partner with WfBC to assess grant opportunities that can finance education and training for businesses, organizations and the individuals in Boulder County.
- Partner with WfBC and K-12 in Boulder County to provide seamless services and clear pathways for students.

Staff will be cross trained from each agency to ensure that appropriate and reasonable referrals will be made.

A direct link between the two agencies will ensure that referrals are made for necessary services. All clients shared or not, will have the ability to access services at either entities location. An online formal form ensures that regardless of need the client being referred has a clear understanding of what they are seeking as well as the easiest process to engage in said services.

II. General Financial Information

Workforce Boulder County is administered by the Department of Community Services as designated by the Boulder County Board of Commissioners. The programs of Workforce Boulder County are

Exhibit B – Infrastructure Funding Agreement (IFA)

accounted for in Community Services with each program designated as a separate cost center to track revenues and expenditures by program.

It is WfBC's intent to charge costs directly to the programs it administers whenever possible. Expenses incurred for the benefit of a specific program will be charged directly to the benefiting program. Costs that benefit multiple programs, whether administrative or program in nature, will be pooled and distributed amongst those benefiting programs according to the approved methodology.

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 infrastructure costs budget for the one-stop system in the Boulder County Workforce Centers includes the following, agreed upon line items.

- Rent/Mortgage
- Utilities
- Maintenance
- Technology
- Other: including supplies, phone, postage, copiers, printing, insurance and annual audit costs.

The actual costs of these items for the past program year are shown in Appendix A, sample spreadsheet, which shows the costs of the one-stop center and the one-stop system, inclusive of infrastructure costs of partner programs.

The comprehensive one-stop center is divided into 2 zones for cost allocation purposes. The methods of cost allocation utilized include the following:

Cost Allocation Method	Description of Calculation ration of clients severed x overhead
Allocation of Shared Direct Costs—Cost Pools	Total cost of FRCC Infrastructure Costs (not including personnel)/Total number of Students= Total of infrastructure cost per student, served \$1,497, with an anticipated 10 students to be served annually. Front Range Community College agrees to an estimated annual in-kind contribution of \$14,970.

The agreed upon cost allocation methodology for each zone is listed below:

Zone Name	Description	Cost Allocation Method
WfBC Boulder	Comprehensive Center- a one stop that includes two or more co-located required partners and, in addition, where job	Comprehensive Site Access: allocation method used for comprehensive center based on method of access used:

Exhibit B – Infrastructure Funding Agreement (IFA)

	seekers and employer customers can access the programs, services, and activities of required one stop partners.	Partners ensure access through direct linkage, agree upon a budget and allocation methodology that technology to facilitate access.
WfBC Longmont	Comprehensive Center- a one stop that includes two or more co-located required partners and, in addition, where job seekers and employer customers can access the programs, services, and activities of required one stop partners.	Comprehensive Site Access: allocation method used for comprehensive center based on method of access used: Partners ensure access through direct linkage, agree upon a budget and allocation methodology that technology to facilitate access.

Front Range Community College is not physically co-located at the comprehensive one-stop center.

Front Range Community College makes services available through the comprehensive one-stop center through cross-trained staff members. This arrangement generates benefit for the program as evidenced by the number of customers enrolled in the program and also enrolled in a program located at the comprehensive one-stop center, referred to as co-enrolled. The services provided by the program provide a similar benefit to the one-stop center by supporting the customer. FRCC agrees to provide a non-cash contribution to the one-stop system based on the percentage of co-enrolled customers, which is reflected in Appendix A. This agreement ensures that the necessary services are available and delivered to customers to allow them to obtain employment, retain employment, or obtain education and training that leads to employment.

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. FRCC will fund career services through their organizational services. Services will be funded by FRCC based on their approved methodology.
- b. No applicable costs for shared services. There are no shared service costs for career services provided to clients.

V. Payment and Reconciliation

An annual review of costs will be made and adjustments to future contributions will be provided to the Partner.

Exhibit B – Infrastructure Funding Agreement (IFA)

Reconciliation will be made on a quarterly basis. An annual review, initiated by the WfBC, of costs will be made and adjustments to future contributions will be provided to the Partner.

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.