

**Intergovernmental Agreement**  
**Between El Paso County, Colorado and Teller County, Colorado**  
**for the Establishment of a Consortium Executive Board for Implementation of a**  
**Workforce Development System Pursuant to the Workforce Innovation and**  
**Opportunity Act of 2014**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement,") is made and entered into this 11th day of August, 2016, by and between the Board of County Commissioners of Teller County, Colorado ("Teller") and the Board of County Commissioners of El Paso County, Colorado ("El Paso").

**WHEREAS**, Article XIV, Section 18, of the Colorado Constitution, and C.R.S. § 29-1-201, *et seq.*, provide for, and encourage, political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibility by cooperating and contracting with each other; and

**WHEREAS**, the Pikes Peak workforce investment area designated under the Workforce Investment Act of 1998, (WIA) Pub.L. 105-220, 112 Stat. 936, 29 U.S.C. § 2801, *et seq.* is comprised of Teller and El Paso Counties; and

**WHEREAS**, El Paso and Teller Counties created a consortium on February 26, 1998 for implementation of programs, services and activities; and

**WHEREAS**, in 2014, the Congress of the United States enacted the Workforce Innovation and Opportunity Act ("WIOA"), replacing WIA (29 U.S.C. § 49, *et seq.*) and the Rehabilitation Act of 1973; and

**WHEREAS**, WIOA Section 107, and 20 CFR 679.310 encourages local workforce areas which are comprised of more than one unit of general local government to execute an agreement describing their responsibilities; and

**WHEREAS**, El Paso and Teller Counties wish to continue the Consortium Agreement in order to continue to oversee programs, services and activities under WIOA and to execute their responsibilities under WIOA.

**NOW, THEREFORE**, the Parties, based on the mutual promises and considerations below, agree as follows:

**Section 1: Creation of the Consortium.**

- A. Purpose of Consortium.** The Consortium is established for the purpose of executing the responsibilities assigned to the chief local elected officials under WIOA.

- B. Area Served by the Consortium.** The geographic area served under this Agreement includes the entire boundaries of El Paso and Teller Counties.
- C. Designation.** The Teller/El Paso County service delivery area has been designated as a local service area entitled to receive grant funds under WIOA. It is intended that this designation remain in place, subject to appropriate renewals, for the duration of this Agreement.
- D. Responsibility of the Parties.** Both Teller and El Paso accept *pro rata* responsibility for the operation and success of programs and services implemented under this Agreement. The Parties retain the final right and responsibility for overall program operation and evaluation, decision to reprogram funds and for the expenditure and overall use of funds.

## **Section 2: Definitions.**

For purposes of this Agreement, the following definitions shall apply:

- A. "Chief Elected Official"** means, with respect to the Consortium Executive Board, created under this Agreement, the Chair or Vice Chair, in the absence of the Chair, who is designated and authorized to execute all responsibilities of the chief elected official under WIOA.
- B. "Consortium"** means the entity established by El Paso and Teller Counties' Boards of County Commissioners through this Intergovernmental Agreement for the joint implementation, operation and sponsorship of funds, programs and services for the One-Stop Career Center and related employment and job training programs.
- C. "Consortium Executive Board"** means the Board consisting of two commissioners from the El Paso County Board of County Commissioners and one commissioner from the Teller County Board of County Commissioners formed under this Agreement. The Consortium Executive Board is the grant recipient authorized to act with respect to WIOA and related workforce grants.
- D. "Master Agreement"** means the agreement between the Consortium Executive Board and the State of Colorado governing grant conditions and terms.
- E. "Service Area"** means the entire boundaries of El Paso and Teller Counties.
- F. "Workforce Development Board"** means the Pikes Peak

Workforce Development Board ("WDB") appointed by the Consortium Executive Board to conduct statutory functions under WIOA.

### **Section 3: The Consortium.**

- A. Appointments to the Consortium Executive Board.** The El Paso Board of County Commissioners shall be responsible for appointment of two (2) Commissioners to the Executive Board and the Teller Board of County Commissioners shall be responsible for the appointment of one (1) Commissioner to the Executive Board.
- B. Fiscal Agent and Administrative Entity.** El Paso County shall act as the fiscal agent and shall provide administrative and staff services to the Consortium Executive Board.

### **Section 4: The Consortium Executive Board.**

- A. Formation.** There is hereby established a Consortium Executive Board consisting of two commissioners from the El Paso County Board of County Commissioners and one commissioner from the Teller County Board of County Commissioners. The Executive Board may appoint additional non-voting *ex-officio* membership as it sees fit.
- B. Functions.** The Consortium Executive Board shall:
1. Be designated to authorize the Consortium Executive Board's Chair to act on behalf of the Consortium as Chief Elected Official in workforce related matters.
  2. Be responsible for requesting local area designation as appropriate and timely.
  3. Create bylaws with respect to the WDB appointment process.
  4. Oversee workforce policy decisions and activities, with authority over the following:
    - a) The ability to contract with the WDB;
    - b) Oversight and monitoring of expenditures, based on the accounting method used by El Paso County Budget Administration, including the ability to conduct an independent audit and the ability to take action to comply with audits;
    - c) Approval of the Master Agreement and amendments substantially altering the Master Agreement;
    - d) Grant Recipient. The Consortium Executive Board is designated as the grant recipient;
    - e) Acceptance of grants, gifts, or other types of financial assistance as allowed by law;

- f) Final approval authority for all agreements and expenditure authorizations implementing the Master Agreement and annual plans;
  - g) Final approval authority for amendments to the Master Agreement which do not add new plans or substantially alter the Master Agreement or annual plans;
  - h) The manner in which any program income, fee for services or surplus funds may be expended and reported;
  - i) Composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Consortium Executive Board, if applicable;
  - j) Development of policies and procedures and/or administrative rules to effectively carry out the Consortium's policies and decisions so long as they do not conflict with federal and state rules and regulations, or impinge upon powers granted to the WDB; and
  - k) Final approval authority for the Consortium Executive Board's Bylaws. Initial Consortium Executive Board Bylaws are attached as *Exhibit 1*.
5. The Consortium Executive Board shall consult with the governor on the following:
- a) Reorganization or decertification of the WDB;
  - b) Designation of the local area;
  - c) Designation of regions;
  - d) Establishment and operation of the fiscal and management accountability information system;
  - e) Criteria for certifying one-stop centers;
  - f) Equitable and stable infrastructure funding for the one-stop system;
  - g) The local allocation formula for adult, dislocated worker and youth funds; and
  - h) Requests for waivers of statutory and regulatory requirements under WIOA.
6. The Consortium Executive Board shall make the following information or documents available to the public online:
- a) WDB membership and member affiliation;
  - b) Their meeting minutes;
  - c) The four year plan and modifications to the plan prior to their submission to the State;
  - d) The designation and certification of one-stop operators;
  - e) The process and selection of one-stop operators;
  - f) The award of contracts to providers; and
  - g) The process and decision to allow the WDB to serve as the one-stop operator, if applicable.

7. The Consortium Executive Board shall share joint responsibility with the WDB for the following:

- a) Approval of non mandatory one-stop partners;
- b) Commenting on the State Plan;
- c) Negotiating local and regional performance measures;
- d) Entering into regional planning as appropriate;
- e) Setting policy for the local area;
- f) Entering into an agreement regarding their roles and responsibilities;
- g) Working with the Governor in the event of a disaster;
- h) Approval of the four year WIOA plan and any modifications thereto;
- i) Developing two year modifications to the local plan;
- j) Providing oversight over the one-stop system, youth programs and funds allocated to the local workforce area;
- k) Approval of investments in youth programs and adult and dislocated worker activities;
- l) Oversight of the one-stop system and approval of the use and management of one-stop, adult, dislocated worker, and youth funds;
- m) Assuring the use and management of funds to maximize performance;
- n) Selection as well as termination for cause of the one-stop operator;
- o) To the extent allowable under WIOA and in accordance with the mutual determination of the local board and the Consortium Executive Board, El Paso County may deliver career services, youth services and other related workforce services as may be funded under WIOA and other related workforce grants;
- p) Developing the WDB budget;
- q) Deciding on use of non-federal funds;
- r) Appealing a governor's decision to reorganize;
- s) Developing and entering into memoranda of understanding with the one-stop partners; and
- t) Negotiating infrastructure costs.

**C. Appointment and Term(s) of Board Members.** Consortium Executive Board Members shall serve at the pleasure of their respective Boards of County Commissioners and shall not be subject to term limits. Under no circumstances shall an individual who is not a commissioner serve as a voting Executive Board Member.

#### **Section 6: Termination.**

This Agreement shall have a duration of at least equal to the longest time period of grants received under this Agreement. Otherwise, either County may terminate this Agreement with or without cause, by giving the other at least three (3) months notice. Upon termination, unexpended funds subject to grant conditions will be returned to the Counties *pro rata* for use in accordance with such conditions. Any other unexpended funds and any property in possession of the Consortium Executive Board will be returned to the County that provided the funds or property.

**Section 7: Amendment.** This Agreement may be amended upon written agreement of both Boards of County Commissioners.

**WITNESS** the signatures of the authorized representatives to the Parties to this Agreement, as set forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: 

County Clerk and Recorder b. 308a

By: 

Sallie Clark, Chair

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY  
EL PASO COUNTY, COLORADO

  
Kenneth Hodges  
Senior Assistant County Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF TELLER COUNTY, COLORADO

By: 

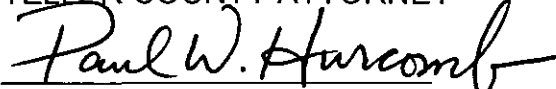
Deputy County Clerk to the Board

By: 

Norm Steen, Chair

APPROVED AS TO FORM:

TELLER COUNTY ATTORNEY

  
Paul Hurcomb  
Teller County Attorney