

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The El Paso / Teller Counties Consortium Executive Board**  
**And**  
**The Pikes Peak Workforce Development Board**

This Memorandum of Understanding is entered into by and between the El Paso / Teller Counties Consortium Executive Board (hereinafter “Board”) and the Pikes Peak Workforce Development Board (hereinafter “PPWDB”) to describe the responsibilities and duties of each party, collectively the “parties” under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 (hereinafter “WIOA”).

**RECITALS**

WHEREAS, Teller and El Paso Counties have been designated a local workforce development area, under WIOA, as approved by the Governor of the State of Colorado; and

WHEREAS, the Board has appointed the members of the PPWDB to serve as the local workforce development board for the local workforce development area; and

WHEREAS, El Paso County serves as the fiscal agent, WIOA Title I Career Services Provider and also provides staff to the PPWDB as well as to the Board; and

WHEREAS, in accordance with 20 CFR 679.430, entities performing multiple functions in a local area must demonstrate internal controls and avoid conflicts of interest; and

WHEREAS, in accordance with Colorado One-Stop System Policy Guidance Letter #: WIOA-2016-07 and 20 CFR 679.310(c) the Parties may enter into an agreement to describe the roles and responsibilities of the parties and clarify how each entity will carry out its responsibilities while demonstrating compliance with WIOA, corresponding regulations, and the State’s conflict of interest policy.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the parties agree as follows:

**I. THE FOLLOWING SHALL BE THE JOINT AND SHARED AUTHORITIES AND RESPONSIBILITIES OF THE BOARD AND THE PPWDB. THE PARTIES SHALL:**

- A. Ensure effective service delivery which provides the most beneficial mix of program options to the residents of the local workforce development area;
- B. Review and comment on the State Plan;
- C. Require staff to develop a four-year strategic plan pursuant to federal and state requirements which plan shall be presented to the Board and PPWDB for approval in a timely manner and shall include the engagement of the workforce stakeholders and employers in its development;

- D. Approve any modifications to the strategic plan;
- E. Participate in regional planning;
- F. Create the policies for the local workforce development area, which policies shall be implemented by the staff which serves as the administrative entity/fiscal agent and provides support to the Board and the PPWDB;
- G. Require the staff providing the support to the Board and PPWDB to develop a budget for the local workforce development area, which budget shall be presented annually to the Board and to the WDB prior to July 1 of each year that this Agreement is in effect;
- H. Require the staff providing support to the Board and the PPWDB to bring any modification to the budget to the Board for approval as appropriate and ensure the PPWDB is informed of regular budget activities;
- I. Require the staff providing support to the Board and the PPWDB to bring grant applications to the Board for approval and ensure the PPWDB is regularly informed of grant activities;
- J. Enter into a memorandum of understanding (MOU) with the one-stop partners to identify their contributions to the one-stop infrastructure and the services the partners will deliver through the one-stop system;
- K. Approve the addition of non-mandatory one-stop partners, and shall consider the extent to which the entity will add to the integration and access to services through the one-stop system, agrees to share information with the one-stop partners, agrees to co-locate in the one-stop center(s), be a party to the One-Stop Memorandum of Understanding, and contribute to the infrastructure of the one-stop system;
- L. Select, and terminate the one-stop operator in accordance with applicable procurement requirements, based upon fiscal and program performance of the operator(s) and shall determine the responsibilities of the one-stop operator(s);
- M. Assure that the staff arranges for an annual organization wide audit which may be the County of El Pas annual audit in accordance with the Single Audit Act of 1984 as amended and 2 CFR 200 part F and resolves any questions which may arise as a result of the audit;
- N. Shall work with the Governor in a disaster;

- O. Shall provide program and fiscal oversight of the workforce system. This shall include developing one-stop certification criteria and requiring the Board and PPWDB support staff to provide an annual quality assurance and monitoring plan for approval to the Board and the PPWDB which plan shall cover:
1. How fiscal and program activities of the parties shall be monitored;
  2. How the one-stop operator(s), WIOA Title I career services providers, and training providers shall be monitored;
  3. How youth services providers shall be monitored;
  4. How the program and physical accessibility of the one-stop shall be assessed using continuous improvement principles;
  5. How it will be determined that the one-stop operator and one-stop center are meeting state and local certification criteria;
  6. How monitoring and audit findings, as well as related corrective actions, are implemented and reported to the Board and the PPWDB; and
  7. How workforce area performance will be reported to the Board and the PPWDB and how performance that does not meet negotiated levels will be corrected.
- P. Negotiate the performance measures with the Governor;
- Q. Approve the purchase of Directors and Officers Insurance and such other insurance as is appropriate to address any liabilities of the Board and PPWDB members;
- R. Shall approve training modals which are exceptions to the Eligible Training Provider / Individual Training Account process;
- S. Shall comply with state and federal conflict of interest rules in the conduct of their business;
- T. Shall select or designate WIOA Title I career services providers;
- U. The Board shall decide whether to implement pay for performance contracts for training with up to ten percent of the adult/dislocated worker with input from the PPWDB as appropriate;
- V. The Board, by and through staff, shall submit requests for approval of transfers between the adult and dislocated worker funding streams to the governor with input from the PPWDB as appropriate;
- W. The Board shall set the adult priorities for receipt of services as a part of the four-year strategic plan with input from the PPWDB as appropriate;

- X. The Board shall decide on the criteria for increasing employer On-the-Job Training wage reimbursements from fifty percent (50%) to seventy-five percent (75%) with input from the PPWDB as appropriate;
- Y. The Board shall decide to use up to twenty percent (20%) of the local allocation for incumbent worker training, and setting the amount of the employer contribution with input from the PPWDB as appropriate; and
- Z. The Board shall decide which support services to offer and how much to allocate to support for participants with input from the PPWDB as appropriate.

**II. THE FOLLOWING SHALL BE THE AUTHORITIES AND RESPONSIBILITIES OF THE PPWDB. THE PPWDB SHALL:**

- A. Elect the PPWDB officers;
- B. Create ad hoc committees as needed, all of which shall be chaired by a PPWDB member, directing the activities of committees, and the committees shall make recommendations regarding policies and the investment of resources to the full PPWDB and Board for consideration and approval, as appropriate;
- C. Analyze economic conditions;
- D. Engage employers and pursue employer linkages through intermediaries;
  - 1. As a recruitment strategy to identify new members;
  - 2. To encourage employer use of the one-stop system;
  - 3. To enhance communication and collaboration between employers, economic development, and community providers and partners;
  - 4. To ensure workforce activities meet employer needs and support economic growth; and
  - 5. To Identify and promote strategies and initiatives to meet employer, worker and jobseekers needs.
- E. Assist the Governor to develop, collect, analyze, and use statewide Wagner-Peyser labor market information;
- F. Convene stakeholders to get their input as a part of the local plan development process and to identify non-federal expertise and resources which can be invested in the local workforce system;
- G. Lead efforts to develop and implement career pathways;

- H. Facilitate one-stop partners' integration of intake and case management systems;
- I. Facilitate access to one-stop services including the development of strategies to take advantage of technology advances;
- J. Determine who the youth providers shall be in accordance with WIOA, including but not limited to competitively selecting youth providers on recommendations of the youth standing committee if one is established or determining that a sole source procurement is necessary because there are insufficient local youth providers, or determining that the PPWDB shall be the provider of what has been referred to as framework services for youth;
- K. Work with the State to ensure there are sufficient numbers and types of career services and training providers;
- L. Approve eligible training providers and assist the state with the vetting process for determining, renewing, and terminating the eligibility of training providers;
- M. Ensure customer choice in the selection of a training provider from the approved state-wide list;
- N. Coordinate with the WIOA Core Partners in making determinations regarding providers approved to be on the Eligible Training Provider List;
- O. Review Adult Education and Family Literacy Act provider applications to assure they are consistent with the local Four-Year Strategic Plan;
- P. Leverage local resources and capacity, by soliciting and accepting grants and donations from non-federal sources;
- Q. Promote the PPWDB, the local one-stop career system, and WIOA program services and activities;
- R. Develop amendments to its by-laws as needed, with the approval of the Board;
- S. Determine local occupations in demand;

**III. THE FOLLOWING SHALL BE THE AUTHORITIES AND RESPONSIBILITIES OF THE CEB BOARD, THE BOARD SHALL:**

- A. Request designation of the local workforce development area as required under WIOA;
- B. Appoint the members of the PPWDB in accordance with state and federal guidelines;

- C. The Board shall approve the local PPWDB By-Laws;
- D. The designation of El Paso County as the sub-grant recipient;
- E. The designation of the Fiscal Agent, which shall be El Paso County;
- F. Select and terminate the PPWFC Executive Director along with El Paso County, with input from the PPWDB. The Board may delegate its direct management authority of the Executive Director to El Paso County administration. The Executive Director shall:
  - 1. Direct the governing boards' support and career services staff;
  - 2. Prepare the agenda and support information for the Board and PPWDB meetings at the direction of the Board and the Chair as appropriate;
  - 3. Draft the minutes and maintain the attendance records for review by the PPWDB's Secretary and approval of the Board and PPWDB as appropriate;
  - 4. Be responsible for issuing the appropriate public notices and maintaining records in compliance with WIOA and Colorado State Sunshine Laws and Public Records Act requirements;
  - 5. Serve as the chief executive officer of the administrative entity;
  - 6. Implement the Board's and PPWDB's policies;
  - 7. Oversee and manage sub-recipient and subcontract agreements;
  - 8. Oversee and manage the one-stop operator sub-grant agreement; and
  - 9. Report to the Board and PPWDB regarding the programs and funds; and
  - 10. Shall select and terminate administrative and career center staff in accordance with the Employment and Personnel Policies of El Paso County.
- G. The Board shall approve entry into litigation and settlement of any litigation.

#### **IV.COMPLIANCE**

- A. As El Paso County government has agreed to staff the Board and PPWDB, serve as fiscal agent, and staff the one stop career center, the parties assure internal controls and the prevention of a conflict of duties in the execution of these responsibilities as follows:
  - 1. A County Administrator oversees El Paso County Government and its various departments. County commissioners do not direct the day-to-day activities of the County employees, nor can they directly hire or fire County employees except for the appointed County Administrator and County Attorney; as such there is a natural separation between the Executive Board and the support staff, WIOA Title I services and the fiscal agent.
  - 2. In accordance with the standard operating procedures of County government operations fiscal responsibilities are assigned to the Financial Services

Department which is separate from all other County departments and operations. Further the County Financial Services Department observes Generally Accepted Accounting Procedures, must comply with state statutes and federal Uniform Administrative requirements applicable to federal grants with respect to the management of its funds. The Financial Services Department serves as the fiscal agent for all County revenue sources and grants. The separation of Financial Services from the Executive Board and the requirement to operate in accordance with sound fiscal principles complies with the firewall requirements of WIOA.

3. WIOA Title I career services delivered through the Pikes Peak Workforce Center includes career services staff who must report performance and expenditures to the Board and PPWDB. The career center staff does not directly provide industry driven training. This ensures an impartial customer choice environment for individuals needing training. Training is provided via the statewide Eligible Training Provider List based on individual assessments and their qualifications for the course of training also assuring no conflict of interests in the approval of individuals for training.
- B. As required by Title I WIOA, El Paso County Personnel Policies and Rules have stringent nepotism rules which apply to familial relationships as well as personal relationships and associations to prevent conflicts of interest, favoritism and undue influence in the execution of employee duties in addition to Colorado law covering governmental officials and employees.
- C. The Parties further incorporate the Scope of Services Agreement as outlined in Addendum A, attached hereto, to further define the roles and responsibilities between the WIOA grant recipient and the fiscal agent.

## **V. TERM OF AGREEMENT**

The Agreement shall be effective as of the Effective Date, and shall automatically renew on each subsequent July 1st for successive one-year terms, unless or until:

- A. The governor of the State re-designates the Local Area;
- B. The date that is forty (40) years after the Effective Date; or
- C. This Agreement is otherwise modified or terminated by the Parties.

## **VI. MERGER**

It is understood and agreed that the entire Agreement between the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items and other agreements referred to in this Agreement are incorporated herein and are deemed to be part of this Agreement.

## **VII. AMENDMENT**

Any party to this Agreement may propose to amend or modify the terms of this Agreement. Any and all modifications or amendments to this Agreement must be in writing and are subject to the approval of both the Board and the PPWDB.


## **VIII. INDEPENDENCE OF TERMS UNDER THIS AGREEMENT**

If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.



## EXECUTION PAGE

### Approved by the Pikes Peak Workforce Development Board:



Debbie Miller, Chairperson

Workforce Development Board



Date

DocuSigned by:



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7/3/2023

Francis Vigil, Secretary/Treasurer

Workforce Development Board

Date

### Approved by the Consortium Executive Board:



Robert Campbell, Chairperson

Consortium Executive Board



Date



Stan VanderWerf Secretary/Treasurer

Consortium Executive Board



Date

## **Addendum A**

### **SCOPE OF SERVICE AND RESPONSIBILITIES AGREEMENT**

Pursuant to section 107(d)(12) (B)(i)(II) of the Workforce Innovation and Opportunity Act, hereinafter referred to as "WIOA," the El Paso/Teller Counties Consortium Executive Board (hereinafter "Grant Recipient") has designated El Paso County, Colorado to serve as Fiscal Agent for the benefit of Grant Recipient. This designation does not relieve the Grant Recipient of any liability for misuse of funds.

El Paso County 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. El Paso County shall be generally responsible for the acceptance and maintenance, disbursement, accounting, and reporting of WIOA funds.

El Paso County'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, El Paso County shall provide services related to grants management, general accounting, financial services, oversight for fund integrity, staff support, and technical assistant on fiscal matters.

El Paso County 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. El Paso County 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.

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

El Paso County 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. El Paso County 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 El Paso County to procure contracts or obtain written agreements for support of WIOA activities. El Paso County will conduct financial

monitoring on an annual basis at a minimum and provide technical assistance to sub recipients regarding fiscal issues. El Paso County 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 El Paso County for necessary and reasonable administrative costs for performing the duties of the Grant Recipient as reflected in an operating budget.

## **REPORTING EXPECTATIONS**

El Paso County 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.

El Paso County 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.

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 El Paso County. This Agreement is effective upon the execution of the signatures of the El Paso/Teller Counties Consortium Executive Board and the El Paso County to the Memorandum of Understanding for which this Agreement is an addendum.