AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Memorandum of Understanding; Western Local Workforce Investment Board and the Western Chief Local Elected Offical Representing the Boards of County Commissioners of Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties, and the State of Colorado, Acting by and through the Department of Labor and Employment, for the Benefit of the Colorado Rural Workforce Consortium, Division of Employment and Training, 633 17th Street, 12th Floor, Denver, Colorado 80202; Term 6/30/2018

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
See attached.

Fiscal Impact: N/A

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reviewed by: ATrezise Discharge Date: 7/24/2013 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 7/29/2013

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/6/2013 Follow Up Agenda Date: N/A

Revised April 2013

Katherine Haase

From: Carolyn Clemens <cclemens@deltacounty.com>
Sent: Monday, July 22, 2013 12:05 PM
To: rhenderson@montrosecounty.net; Paula Swenson; Katherine Haase; Bobbie Lucero; mfedel@ouraycountyco.gov; vlane@ouraycountyco.gov; joanm@sanmiguelcounty.org; cindy.dozier@yahoo.com; stan.whinnery@yahoo.com; ray.lucero@state.co.us
Cc: Doug Atchley; Bruce Hovde; Mark Roeber; Robbie LeValley
Subject: Western Workforce Region 10 MOU
Attachments: Western Workforce Reg 10 Ltr and MOU 7 22 13.pdf

I am attaching a letter, along with the Memorandum of Understanding (MOU) between the Western Local Workforce Investment Board and the Western Chief Local Elected Official (CLEO) representing the Boards of County Commissioners of Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties for your review.

If you have any questions please feel free to contact Doug Atchley, Chairman of the Board of Delta County Commissioners at (970) 874-2111 or email datchley@deltacounty.com.

Have a great day!

DELTA COUNTY, COLORADO

BOARD OF COUNTY COMMISSIONERS

COUNTY COURTHOUSE • 501 PALMER STREET • SUITE 227 • DELTA • COLORADO • 81416-1796

PHONE: (970) 874-2100 FAX: (970) 874-2114

www.deltacounty.com

Dist. 1: C. Douglas Atchley - Dist. 2: C. Bruce Hovde - Dist. 3: J. Mark Roeber

July 22, 2013

Ron Henderson, Montrose County Commissioner Chair: rhenderson@montrosecounty.net
Paula Swenson, Gunnison County Commissioner Chair: pswenson@gunnisoncounty.org
Katherine Haase, Gunnison County Clerk: KHaase@gunnisoncounty.org
Bobbie Lucero, Gunnison County Admin. Assistant: Blucero@gunnisoncounty.org
Mike Fedel, Ouray County Commissioner Chair: mfedel@ouraycountyco.gov
Vicki Lane, Ouray County Admin Specialist: vlane@ouraycountyco.gov
Joan May, San Miguel County Commissioner Chair: joanm@sanmiguelcounty.org
Cindy Dozier, Hinsdale County Commissioner Chair: cindy.dozier@yahoo.com
Stan Whinnery, Hinsdale County Commissioner Vice-Chair: stan.whinnery@yahoo.com
Ray Lucero, Western & Southwest Regions Regional Director: ray.lucero@state.co.us

Dear Western Workforce Region 10 County Members:

The Colorado Rural Workforce Consortium (CRWC) is made up of 11 rural regions including Region 10 and is part of Colorado Department of Labor and Employment. The Consortium has been the administrating agency and local operator for workforce services since 2002, after two years of Montrose County filling that role. The current MOU is being updated but would not change that designation. Under State guidelines, local regions can choose to be administered locally or by the CRWC. If a county would like to become the administrative entity and operator, they would need to be approved by the other counties in the region and assume all financial and program liability, be responsible for operational costs and provide program oversight. Additionally, the MOU also clarifies the process for selection of Workforce Investment Act (WIA) Providers within the region.

The attached MOU designates the CRWC as the grant fiscal agent sub-recipient, and administrative entity for all Workforce Investment Act programs in the Western Workforce Region (Region 10). It also designates CRWC to act as the One-Stop operator for all programs administered through the Western Workforce Centers. If approved, CRWC would be responsible for the operation of the workforce system under the act, assume all program liability and costs, provide program oversight and audit resolution.

The Western Workforce Investment Board approved the MOU at its last board meeting pending the approval of the region's lead elected officials. Please let me know if you support the Western Workforce Investment Board's decision to designate the Colorado Rural Workforce Consortium as the administrator and operator for the all Workforce Investment Act programs in Region 10.

If you have questions please feel free to give me a call.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
COUNTY OF DELTA

C. Douglas Atchley, Chairman

CMS # 14-58633

MEMORANDUM OF UNDERSTANDING ("MOU")

Between the
Western Local Workforce Investment Board
("LWIB"), and the
Western Chief Local Elected Official ("CLEO") representing
the Boards of County Commissioners of
Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties

504 N. 1st Street
Montrose, CO 81401

And

THE STATE OF COLORADO,
acting by and through the Department of Labor and Employment,
for the benefit of the Colorado Rural Workforce Consortium (CRWC)
Division of Employment and Training,
633 17th Street, 12th Floor
Denver, Colorado 80202
("CDLE" or "State")

RECITALS

1. The United States Congress has established the Workforce Investment Act of 1998 ("WIA"), Public Law 105-220, 29 U.S.C.A. 2801 et seq., as amended, 20 CFR Part 652 et al., which charged the State of Colorado with the establishment of a workforce investment board to assist the Governor in the development of the State workforce investment plan and to carry out additional specified functions. Colorado established the State Colorado Workforce Investment Act under C.R.S. § 8-83-201 et seq. ("CWIA") to implement the Federal WIA.

2. On June 15, 2012, Governor Hickenlooper designated The Colorado Department of Labor and Employment, Division of Employment and Training as the WIA Title I Grant Recipient and Administrative Agency responsible for the WIA funds and staff to the Colorado Workforce Development Council.

3. On July 1, 1998, the Colorado Rural Workforce Consortium ("CRWC") was designated by the Governor as a Workforce Investment area and is comprised of eleven sub-regions (Broomfield, Eastern, Mesa, Northwest, Pueblo, Rural Resort, South Central, Southeast, Western, Upper Arkansas, and Western). Each sub-region within the CRWC is comprised of a county or counties.

4. The Colorado Rural Workforce Consortium Local Elected Officials Board ("CRWC LEO") has designated the CRWC to act as the Grant Sub recipient.

5. The purpose of this Memorandum of Understanding ("MOU") is to outline the responsibilities of the Colorado Rural Workforce Consortium ("CRWC"), the Western Local Workforce Investment Board ("LWIB"), the Western Chief Local Elected Official ("CLEO") and the State as partners, pursuant to § 117 of the WIA.

The Parties agree to the following covenants, obligations, and promises.

A. EFFECTIVE DATE AND TERM

This MOU shall be effective upon approval by the State Controller, or designee, and shall extend through **6/30/2018** unless sooner revised, or terminated, as specified elsewhere herein.

B. DEFINITIONS

1. **"Administrative Entity"** means the entity that administers a local workforce plan.

2. **"CLEO"** means the Chief Local Elected Official appointed by the Board or Boards of County Commissioners of the county or counties within the CRWC sub-regions to represent all counties within that sub-region in WIA activities.

3. **"CRWC"** means the Colorado Rural Workforce Consortium, designated by the Governor as a Workforce Investment area and is comprised of eleven sub-regions (Broomfield, Eastern, Mesa, Northwest, Pueblo, Rural Resort, South Central, Southeast, Southwest, Upper Arkansas, and Western). Each sub-region within the CRWC is comprised of a county or counties that are represented by a CLEO from within the sub-region. The CRWC serves as a Consortium Workforce Investment Board under the CWIA, in partnership with and subject to the approval of the CRWC LEO to carry out the functions allocated to the CRWC WIB by the WIA, including serving as the local Workforce Investment Board, on behalf of the local Workforce Investment Boards in the sub-Regions of the CRWC, for specific functions under the WIA.

4. **"CRWC Board"** means the Colorado Rural Workforce Consortium Board, comprised of the Colorado Rural Workforce Consortium Workforce Investment Board ("CRWC WIB") and the Colorado Rural Workforce Consortium Local Elected Officials Board ("CRWC LEO") collectively is called the CRWC Board The CRWC Board is responsible for coordinating and developing employer linkages with workforce investment activities carried out in the sub-regions, including coordination of economic development strategies, and promoting participation of private employers with the work force investment program while ensuring the effective provision, through the work force system, of connecting, brokering, and coaching activities through intermediaries such as the One-Stop operator in the sub-region or through other organizations to assist such employers in meeting their hiring needs.

5. **"CRWC LEO"** means the Colorado Rural Workforce Consortium Local Elected Officials Board and is comprised of the CLEO representing each of the CRWC sub-regions. This Board fulfills the requirements under the WIA for the role of local elected officials in a workforce investment area.

6. **"CRWC Sub-Region"** means one of the eleven local Workforce Investment areas within the CRWC. Each of the CRWC sub-regions is comprised of a county or counties that are represented by a CLEO from within the sub-regions.

7. **"CRWC Sub-Regional WIA Plan"** means a WIA plan developed and executed at the CRWC sub-regional level pursuant to the guidelines issued by the State Council.

8. **"CRWC Sub-Regional WIB"** means the Workforce Investment Board of a CRWC Sub-Region. This Board meets the membership requirements under the WIA for a workforce Board when possible. When not possible the reasons will be detailed in the CRWC Sub-Regional WIA Plan when submitted to the State.

9. **"CRWC WIA Plan"** means a plan developed by the CRWC staff and executed by the CRWC WIB and CRWC LEO based on the CRWC sub-regional WIA plans and pursuant to the guidelines issued by the State Council.

10. **"CRWC WIB"** means the Colorado Rural Workforce Consortium Workforce Investment Board appointed by the CRWC LEO. The CRWC WIB is a federally recognized Workforce Investment Board and is comprised of members of each of the CRWC sub-regional Workforce Investment Boards and individuals representing required partners with statewide responsibility that may not be part of the CRWC sub-regions. The CRWC WIB must meet the membership requirements under the WIA for a Workforce Board.

11. **"CWDC"** means the Colorado Workforce Development Council, which is the State Workforce Investment Board, also known as the State Council (authorized in C.R.S. § 24-46.3-101). The CWDC is collaboration between the core partners: business, economic development, workforce and

education. The CWDC is independent of any state agency, is focused on convening all public and private partners, and is responsible for the continuous improvement of the workforce system, oversight of WIA funds, and ensuring a statewide strategic vision created from the bottom up through Council members and local partners.

12. **"CWIA"** means the Colorado Workforce Investment Act, C.R.S. § 8-83-201 et seq.

13. **"Grant Sub recipient"** means the Colorado Rural Workforce Consortium, which is the entity designated by the CRWC LEO Board, in concurrence with the CRWC WIB, to receive the WIA funds on its behalf.

14. **"One-Stop Operator"** means the entity selected by the CRWC sub-regional WIB, with concurrence by the CRWC sub-regional CLEO, to administer and operate the One-stop career center in the CRWC sub-region.

15. **"One-Stop-Partner"** means a person or organization as described in C.R.S. §8-83-216 "Required and Optional Partners of Workforce Boards".

16. **"Parties"** means the CRWC, Western LWIB, Western CLEO, and the State, on behalf of the CRWC, collectively referred to as the Parties.

17. **"State"** means the State of Colorado, Colorado Department of Labor and Employment, Division of Employment and Training, on behalf of the Colorado Rural Workforce Consortium.

18. **"Sub-Contractor"** means a vendor selected through the State's competitive bid process to provide WIA services in a CRWC Sub-region.

19. **"WIA"** means the Workforce Investment Act of 1998. More information can be found at the following link: http://www.doleta.gov/usworkforce/wia/act.cfm

20. **"Workforce Investment Area"** means an area designated by the Governor as a federal Workforce Investment area to provide a Workforce Investment program. The CRWC is a designated Workforce Investment area that contains eleven local Workforce Investment areas referred to as sub-regions in this MOU.

C. **ONE-STOP OPERATOR DELEGATION & RESPONSIBILITIES:**

The CRWC has been designated as the Grant Fiscal Agent, Sub-recipient, and Administrative Entity for all CRWC WIA programs. The Western LWIB and the Western CLEO designate the CRWC to act as the One-Stop Operator for all programs administered through the Western Workforce Centers. The following duties are delegated to the CRWC as One-Stop Operator for the Western Sub-region. As One-Stop Operator, the CRWC shall perform the following responsibilities:

1. Identify eligible providers of intensive services and training services as required in the WIA.
2. Prepare and approve the CRWC budget for the purpose of carrying out the duties of the CRWC under the WIA.
3. At the request of the LWIB and CLEO and in conjunction with the State and timeline set forth in Exhibit A to this MOU attached herein, competitively solicit, procure, negotiate, award, and execute Contracts for the administration, implementation, or operation of Workforce Investment program training and employment services, in compliance with the State of Colorado Procurement Code (C.R.S. § 24-101-112, et seq.), the State of Colorado Fiscal Rules and Procedures to award Contracts, and applicable federal laws. The State will seek input and volunteers from members of the local community during the solicitation and selection process. **Wagner-Peyser funds may not be used to award Contracts to private or nonprofit entities.**
4. Oversee WIA and Wagner-Peyser programs within the Western Sub-Region.
5. Monitor performance, identify performance deficiencies, and implement necessary corrective action to service providers.

6. Submit periodic reports to the LWIB and CLEO. .
7. Conduct oversight of performance standards of the Western Sub-Region consistent with statewide goals and objectives, in the course of normal and customary activities pursuant to the WIA One-Stop.
8. Perform any other administrative functions necessary to carry out the activities and services authorized under the WIA and Wagner-Peyser.
9. Negotiate WIA Common Measures (as defined by the USDOL) with CDLE.

D. **Western LOCAL WORKFORCE INVESTMENT BOARD ("LWIB") and Chief Local Elected Official ("CLEO") RESPONSIBILITIES:**

1. Comply with the federal membership requirements under the WIA section 117(b) for members of the Local Workforce Investment Board.
2. Publically meet, discuss and consider their options for WIA Service Delivery Providers and record a vote on one of the following options.
    - Allow the CRWC to be the WIA Service Delivery Provider.
    - Require the CRWC to issue an RFP to identify and contract with a suitable WIA Service Delivery Provider in accordance with Exhibit A, RFP Guidelines and Timeframes attached herein.
3. Review and approve the Western Plan and funding allocations as submitted by Western staff and ensure that the Western Plan complies with the requirements under the WIA for a federally recognized regional plan.
4. Facilitate and coordinate local grant applications as appropriate.
5. Establish a Youth Council and make every effort to meet the Federal membership requirements, as a subcommittee of the LWIB and in cooperation with the Local CLEO to ensure that the Youth Council develops portions of the local plan relating to youth, makes recommendations as appropriate regarding providers of youth activities, coordinates youth activities in the local area, and submits recommendations to the LWIB.
6. Set policy and expectations for the sub-regions in accordance with the CRWC policies and procedures.

F. **CRWC INCLUSIVE WIA PROGRAM RESPONSIBILITIES**

1. Distribute CRWC sub-regional funds as determined by the federal WIA formula or other CRWC LEO and CRWC WIB sanctioned formula for allocating WIA funds.
2. Administer programs as described in the Workforce Investment Plan, consistent with the WIA and the Rules and Regulations promulgated to carry out the WIA, as well as other applicable Federal, State, and applicable local laws, Rules and Regulations.
3. Develop the MOU between the CRWC sub-regions and the One-Stop partners, consistent with paragraph (2) of the WIA concerning the operation of the One-Stop delivery system in the local area.
4. Compile and consolidate each approved CRWC sub-regional Plan into the CRWC WIA Plan for approval by the CRWC WIB and CRWC LEO. Submit the plan to the State for review and approval.
5. Provide assistance to the LWIB in planning WIA activities, including the assembly of relevant data on client population characteristics and labor market needs.
6. Participate in and provide staff support to the LWIB and CLEO Board meetings; advise on technical, legal, and fiscal aspects of WIA programming.
7. Monitor performance of service providers, and submit periodic reports to the LWIB and the CLEO. Identify performance deficiencies and implement necessary corrective action.
8. Identify eligible providers of intensive services and training services, in compliance with the WIA.
9. Prepare and submit to the State the CRWC budget for the purpose of carrying out the WIA duties of the CRWC.
10. Comply with the Federal WIA membership requirements for the designated Workforce Investment Region.
11. Set policy and expectations for the CRWC sub-regions.
12. Serve as grant Sub recipient, Fiscal Agent, Administrative Entity and One-Stop Operator in accordance with § 117(d)(3)(B)(i)(II) of the WIA for all WIA programs operated within the Western sub-region.

G. STATE'S INCLUSIVE WIA RESPONSIBILITIES

1. Serve as the WIA Title I Grant Recipient and Administrative Agency responsible for WIA funds and staff to the Colorado Workforce Development Council. Entity in accordance with § 117(d)(3)(B)(i)(II) of the WIA for all WIA programs operated within the CRWC.
2. Be financially responsible to the U.S. Department of Labor (USDOL) for the administration of funds received pursuant to the requirements of the WIA.
3. Provide program oversight and policy guidance for programs and activities conducted under the CRWC Workforce Investment Act Plan.
4. Prepare all documentation required by federal authorities for the filing of WIA grant applications and for reporting ongoing activities.
5. Establish and manage fiscal, monitoring, and reporting processes which insure that the receipt and disbursement of WIA funds are in compliance with the WIA, and applicable State and federal regulations.
6. Review and approve the CRWC budget for the purpose of carrying out the WIA duties of the CRWC.
7. Make recommendations, as appropriate to the Governor concerning procedures to temporarily replace or correct any CRWC sub-region that is out of compliance with its local plan.
8. Review and approve the CRWC Annual Plan.

H. ADDITIONAL PROVISIONS

1. **Entire Understanding**
   This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment executed and approved by the Parties of this Agreement.
2. **Relationship of Parties**
   The Parties shall perform their duties hereunder as an independent contractor and not as employees of the State. The Parties, nor any employee, agent, subcontractor, service provider, or licensee of the Parties shall be or shall be deemed to be, an employee or agent of the State. The Parties shall be solely responsible for the acts or omissions of its employees, agents, subcontractors, service provider, and licensees. The LWIB and CLEO shall not have any authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein and shall be solely responsible for the acts or omissions of LWIB's and CLEO's' own employees, agents, subcontractors, service provider, and licensees.
3. **Confidentiality of Records**
   In the event that any Party obtains access to any records, files, or other information of the other Party(ies) in connection with, or during the performance of this Agreement, then that Party shall keep all such records, files, or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations; apply to the other Party. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.
4. **Ownership of Materials and Information**
   Unless otherwise provided for in this Agreement, the Parties agree that all material, information, data, computer software, documentation, studies, and evaluations produced by the State in the performance of this Agreement are the sole property of the State.

5. **Notice Procedure**
   For the purpose of this MOU, the persons named below are designated the representatives of the Parties. All notices required or permitted under this MOU shall be in writing and shall be deemed given when personally served or **three (3) days** after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following Parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements. The Parties may designate in writing a new or substitute representative:

For the Sub-Region:

Western Workforce Investment Board
Chief Local Elected Official for the Board/s of County Commissioners
504 N. 1st Street
Montrose, CO 81401
and
Colorado Rural Workforce Consortium
Department of Labor and Employment
633 17th Street, Suite 700, Denver, CO 80202, (303) 318-8830

For the State:

Lisa Eze, Director
Procurement and Contracts Services
Department of Labor and Employment
633 17th Street, Suite 1100, Denver, CO 80202-3660, (303) 318-8054
with a copy to:
Clarke Becker, Director
Colorado Rural Workforce Consortium
Department of Labor and Employment
633 17th Street, Suite 700, Denver, CO 80202-3660, (303) 318-318-8012

6. **Modifications and Amendments**
This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named parties in section H.5. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable Colorado State law, and State Fiscal Rules.

7. **Counterparts**
This MOU may be executed in multiple identical original counterparts, all of which shall constitute one Agreement.

8. **Notice of Pending Litigation**
Unless otherwise provided for in this MOU, each Party shall notify the other Parties, within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves services provided under this MOU and which has been filed in any Federal or State court or administrative agency. The Party upon whom service was originally made shall immediately deliver copies of such document to the other Parties.

9. **Termination**
Any of the Parties shall have the right to terminate this Agreement by giving **30 days** written notification to the Chair of the WIB and the named parties in section H.5., of its intention to terminate the MOU. If notice is given, the Agreement will terminate at the end of the **30 days**, and the liabilities of the Parties hereunder for further performance of the terms of the Agreement shall thereupon cease, but the Parties shall not be released from duty to perform up-to-the-date of termination. In the event of termination, the terminating Party shall execute and comply with a new Operating Agreement prior to the effective date of termination to ensure uninterrupted services to the participants within the CRWC. Termination shall not be effective until a new Operating Agreement has been fully executed.

10. **Governmental Immunity**
Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act § 24-10-101, et seq. and the risk management statutes, C.R.S. § 24-30-1501, et seq., as amended.

11. **Assignment**
    This MOU shall not be assignable by any of the Parties, hereto.

12. **Severability**
    Provided this MOU can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this MOU in accordance with its intent.

13. **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 applicable to discrimination and unfair employment practices be amended to incorporate the new rate.

15. **CORA Disclosure**
    To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-71-101, et seq.

16. **Jurisdiction and Venue**
    All suits or actions related to this MOU shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

The Rest of This Page Left Intentionally Blank

The Parties Hereto Have Executed This Memorandum Of Understanding

*** Persons signing for each party hereby swear and affirm that they are authorized to act on that party's behalf and acknowledge that the other parties are relying on their representations to that effect.**

FOR:
Western Workforce Investment Board

_____

*Greg Pope, Chair Date

FOR:
Western Chief Local Elected Official representing the Boards of County Commissioners for Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel.

_____

*C. Douglas Atchley, Chair Date

FOR:
State of Colorado
John W. Hickenlooper, Governor
Colorado Department of Labor and Employment
Ellen Golombek, Executive Director

_____

*William B. Dowling, Director Date
Division of Employment and Training

_____

Shawn G. Milne, CPA Date
State Controller Delegate
Department of Labor & Employment

Exhibit A

Timeline for Selection of WIA Providers

1. August/September: If a State-run Workforce Region desires to continue with the CRWC as the WIA service provider, this step will not be necessary.

In Regions that currently engage a Contractor as their WIA Service Provider or desire to consider a contractor, each LWIB will be required to review an abbreviated version of the State Procurement (RFP) Process prior to considering actions for service delivery in October. This will be provided by the CRWC upon request by the LWIB.

2. October: Each sub-region will publically and on the record consider their options for WIA Service Delivery Providers.

- Agree to the CRWC being the WIA Service Delivery Provider.
- Require the CRWC to issue an RFP to identify and contract with a suitable WIA Service Delivery Provider.

Each sub-region will meet, discuss and publically record a vote for one of the options above. If the LWIB does not normally meet in October, this action shall be taken at the meeting preceding the month of October. ***Note:*** Any LWIB member that is eligible to compete for the RFP award shall abstain from this vote due to conflict of interest.

3. November/December: If the LWIB votes to allow the CRWC to provide or continue to provide WIA services, no further action is required in this process.

If the LWIB voted to require the CRWC to issue an RFP to select a suitable WIA Service Delivery Provider, the following is required:

- Each LWIB member along with the CLEO will meet in a ***closed to the public*** work session to prevent unfair competition. During this session the key elements, items and deliverables that could be expected of a winning contractor will be developed. All of these items must be eligible considerations within the State Procurement Process. CDLE Contract Staff and/or Procurement Office Staff will participate in this meeting. ***Note:*** Any LWIB member participating in this meeting will become ineligible to compete for the RFP award due to unfair competition.

4. March: By March 15th, CDLE staff will have drafted the RFP and it shall be presented to the LWIB for review prior to release on the State's then current Bid system. **Note:** Any LWIB or LEO member that is eligible to compete for the RFP award shall excuse themselves from the meeting during this review due to conflict of interest/unfair competition.

Selection of the RFP Committee shall occur by **March 20th**. There will be a review committee specifically for each sub-region. ***(A separate RFP for each sub-region will be required to allow sufficient representation from each sub-region.)***

Proposed RFP Review Committee makeup:

- A CDLE Representative (must be the chair of the RFP Committee)
- A Subject Matter Expert (SME) outside of CDLE
- The LWIB Region Board Chair
- The LWIB Region CLEO
- An Individual outside of the LWIB but within the sub-region (could come from the business community, chamber of commerce or other appropriate choice from the community) that has knowledge of the Workforce Region and services.

Note: Individuals with a potential conflict of interest will not be allowed to participate in this review committee. Details on what constitutes a conflict of interest will be established by the CDLE Procurement Office.

5. April: The RFP shall be released on the State's then current official Bid system **(Release and close dates will be determined by CDLE Procurement Staff)**

6. May: Announcement of an Award will be made on the State's then current official Bid system according to the State of Colorado Procurement Rules. A special meeting of the LWIB will be called to make the announcement as well.