

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made between the **CITY OF COMMERCE CITY**, a municipal corporation of the State of Colorado (the “City”) and **STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION** acting by and through the State Board for Community Colleges and Occupational Education on behalf of the Community College of Aurora (hereinafter referred to as “CCA”) whose address is Office of the President, 16000 E. Centre Tech Pkwy, Aurora, CO 80011, jointly (“the Parties”).

The Parties agree as follows:

1. **COORDINATION AND LIAISON:** The CCA shall fully coordinate all services under the Agreement with the Director of Economic Development or delegatee (the “Department Director”).

2. **SERVICES TO BE PERFORMED:**

a. As the City directs, the CCA shall diligently undertake, perform, and complete the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

b. The CCA is ready, willing, and able to provide the services required by this Agreement.

c. The CCA shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM:** The Agreement will commence on the date the last signatory for the City signs the Agreement and will expire on December 31, 2026 (the “Term”). The term of this Agreement may be extended by the Parties under the same terms and conditions by a written amendment to this Agreement as set forth in Section 29 of this Agreement. Subject to the City’s prior written authorization, the CCA shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Department Director.

4. **COMPENSATION AND PAYMENT:**

a. **Budget.** The City shall pay, and the CCA shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line-item amounts

set forth in the budget contained in **Exhibit A**. Amounts billed may not exceed the budget set forth in **Exhibit A**.

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the CCA's expenses are contained in the budget in **Exhibit A**.

c. **Invoicing:** CCA shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by CCA beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at CCA's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Commerce City's City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

e. **American Rescue Plan Act Provisions:**

(1) The CCA agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, "ARPA"). The parties acknowledge that all funding from ARPA (collectively, "ARPA Funds") may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021, and ends on December 31, 2026:

(a) To respond to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19") or its negative economic impacts, including assistance

to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;

(b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(c) For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or

(d) To make necessary investments in water, sewer, or broadband infrastructure.

(2) The CCA shall only utilize ARPA Funds for the purposes described in the Scope of Services attached as **Exhibit A**. The CCA agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit B**. All invoices submitted by the CCA to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The CCA shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the CCA for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

(3) The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the CCA under this Agreement no later than December 31, 2026. The CCA agrees and acknowledges that all services performed and/or goods provided by the CCA using ARPA Funds must be performed and/or provided, respectively, by the CCA no later than December 31, 2026. Further, the CCA agrees and acknowledges that payment for all services performed and/or goods provided by the CCA using ARPA Funds must be provided by the City to the CCA no later than December 1, 2026. As such, the CCA shall invoice the City not later than November 15, 2026, for all work performed pursuant

to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by the CCA after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026, may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

(4) To the extent that the CCA’s services hereunder contemplate the spending of ARPA Funds, the CCA shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, the CCA shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The CCA shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the CCA.

5. **STATUS OF CCA:** The CCA is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the CCA nor any of its employees are employees or directors of the City.

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the CCA. However, nothing gives the CCA the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the City.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the CCA or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in

connection with CCA's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the CCA shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the CCA's possession, custody, or control by whatever method the City deems expedient. The CCA shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The CCA shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** The CCA shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the CCA's use of ARPA Funds pursuant to this Agreement. The CCA shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the CCA to make disclosures in violation of state or federal privacy laws.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any

breach of covenant or default that may then exist on the part of the CCA. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:** Each party shall, at its own expense, keep in full force and effect during the term of this Agreement, or an extension of or amendment thereto, insurance in such amount as necessary to comply with the limitation set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq..

10. **GOVERNMENTAL IMMUNITY:** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

11. **TAXES, CHARGES AND PENALTIES:** The CCA shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. **ASSIGNMENT; SUBCONTRACTING:** The CCA shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the CCA shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. **INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. **NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person

or entity. Any person or entity other than the City or the CCA receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The CCA lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Commerce City Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The CCA shall not hire, or contract for services with, any employee or officer of the City that would be in violation of any City laws, rules or policies.

b. The CCA shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The CCA represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the CCA by placing the CCA's own interests, or the interests of any party with whom the CCA has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the CCA written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to CCA at the address first above written, and if to the City at:

Director of Economic Development
City of Commerce City
7887 East 60th Avenue
Commerce City, CO 80022

With a copy of any such notice to:

City Attorney
City of Commerce City
7887 East 60th Avenue
Commerce City, CO 80022

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances and regulations of the City of Commerce City, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be Adams County, Colorado.

20. COMPLIANCE WITH ALL LAWS: CCA shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules and regulations of the City of Commerce City.

21. LEGAL AUTHORITY: CCA represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of CCA represents and warrants that he has been fully authorized by CCA to execute the Agreement on behalf of CCA and to validly and legally bind CCA to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either CCA or the person signing the Agreement to enter into the Agreement.

22. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

23. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

24. INTELLECTUAL PROPERTY RIGHTS: The City and CCA intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the CCA and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The CCA shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the CCA (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. For avoidance of doubt, the provisions of this Section 24 do not apply to course syllabi, assignments, exams, or any other course materials created or developed by the CCA or its employees for broad use by students and other individuals receiving services from the CCA.

25. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the CCA’s insurance and governmental immunity obligations survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

26. ADVERTISING AND PUBLIC DISCLOSURE: The CCA shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the CCA's advertising or public relations materials without first obtaining the written approval of the City. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The CCA shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

27. CONFIDENTIAL INFORMATION:

a. City Information: CCA acknowledges and accepts that, in performance of all work under the terms of this Agreement, CCA may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. CCA agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to CCA shall be held in confidence and used only in the performance of its obligations under this Agreement. CCA shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to CCA by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

b. Education Records: The Parties understand that the data and information listed in this section may constitute "Education Records" as defined by the federal Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the provisions herein, CCA will only disclose Education Records to the City if CCA has on file valid FERPA consent to disclose such records. The City may require participants to sign and submit a form provided by CCA in order to obtain FERPA consent to disclose Education Records. The City and CCA are the individual custodians of their own records respectively. The Parties agree that no student information or Education Records will be disseminated outside of what is provided for in this Agreement except as required by law.

28. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City of Commerce City, and if required by Charter, approved by the City Council.

29. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the either Party at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the other Party. Any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved by both Parties.

30. PROTECTIONS FOR DATA PRIVACY: CCA shall implement and maintain reasonable security procedures and practices compliant with C.R.S. § 24-73-102(2)(a-b) with respect to any personal identifying information, as defined in C.R.S. § 24-73-101(4)(b), disclosed to CCA in the course of performing the Services. CCA will notify the City within twenty-four (24) hours of CCA's determination that a security breach has occurred, as defined in C.R.S. § 24-73-103(1)(b), with regard to any personal information, as defined in in C.R.S. § 24-73-103(1)(g), disclosed to CCA in the course of performing the Services, and will conduct such investigation and provide such notice as required by law in the event of such breach.

31. ACCESSIBILITY.

a. CCA will comply with and the Services provided under this Agreement will be in compliance with all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability ("Accessibility Standards"), as established by the State of Colorado Office of Information and Technology ("OIT") pursuant to § 24-85-103(2.5) C.R.S. CCA will also comply with all State of Colorado technology standards related to technology accessibility with Level AA of the most current version of the Web Content Accessibility Guidelines ("WCAG"), incorporated in the State of Colorado technology standards.

b. The City may require the CCA's compliance to the State of Colorado's Accessibility Standards to be determined by a third-party selected by the City to attest to the CCA's Services complying with §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards established by OIT.

32. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: CCA consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2025.

CITY OF COMMERCE CITY

Steven J. Douglas, Mayor
City of Commerce City

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

Kwali M. Farbes, Senior Assistant City Attorney

**State of Colorado, Department of Higher
Education, acting by and through The State
Board for Community Colleges and
Occupational Education, on behalf of The
Community College Of Aurora**

Signature

Printed Name, Title

EXHIBIT A

SCOPE OF WORK

1. Program Overview

The City of Commerce City's Advancing Commerce City Together (ACT) Workforce Development Pathway Program, funded by the City's ARPA allocation, has a primary objective of growing local primary employers' access to a skilled workforce by cultivating a pathway to employment at a good wage for program participants in targeted fields.

The ACT Workforce Development Pathway Program seeks to enhance the quality of life of Commerce City residents, retain and expand existing businesses, attract new businesses, and diversify, grow, and improve the resiliency of the local economy. The program achieves this by cultivating a skilled workforce that is aligned with existing industry needs, existing resident occupational trends, and economic development strategic objectives for retention, expansion, and attraction of primary employers in targeted industries. The success of the local economy is contingent upon the health of the local workforce. The public health, safety, and welfare of the Commerce City community, and quality of life of Commerce City residents, is contingent upon the health of the local economy and access to quality jobs at a good wage.

The ACT Workforce Development Pathway Program works by supporting the attainment of educational milestones for participants along their way to achievement of employment at a good wage in targeted fields aligned with the workforce needs of the community. The program leverages existing high-performing educational and wraparound service organization programs and develops new partnership programs with these organizations to increase resources, lower barriers to access, and reduce gaps in support for attainment of educational milestones and employment at a good wage in targeted fields for participants.

The City of Commerce City is entering into a partnership with the Community College of Aurora to administer a Workforce Training Program, as part of the ACT Workforce Development Pathway Program, that eliminates the cost of education for select educational badges, certificates, and credentials that meet existing and prospective local workforce needs.

2. Workforce Training Program Goals

The Workforce Training Program Goals include:

- Eliminate cost of education and barriers to access for Commerce City residents pursuing identified certificate, degree, and badge programs
- Focus on educational programs that lead to employment opportunities aligned with the workforce needs of Commerce City employers, ACT Workforce Pathway Program goals, and typically result in attainment of employment of a Tier 2 job. A Tier 2 job is a job that provides a living wage for a single adult.
- Develop and grow a pipeline of skilled workers for local high-demand and high-impact industries and occupations
- Prioritize career pathways that align with the City of Commerce City's economic development industry growth strategies
- Provide wraparound support services to ensure participant success and program completion
- Establish clear metrics for tracking program effectiveness and participant outcomes
- Utilize program outcomes to secure additional funding for program sustainability
- Expand the number of Commerce City residents seeking targeted credentials
- Assist program participants with job placement aligned with ACT Workforce Pathway Program goals

3. Budget Allocation

The City of Commerce City will allocate \$400,000 to the Workforce Training Scholarship Program. At census date, no later than October 20, 2025, the City of Commerce City will review program metrics with the Community College of Aurora and make a determination if identified certificate, degree, and badge programs should be expanded or contracted. The City may determine at this time to reallocate a portion of this \$400,000 to other ACT Workforce Development Pathway Programs at the City's sole discretion.

Each student will be eligible to receive the following amounts toward eligible training programs per semester with the intention of covering the full cost of the eligible training program.

Quarter-time students (1-5 credit hrs): \$750

Half-time students (6-11 credit hrs): \$1500

Full-time students (12+ credit hrs): \$2000*

* Special Consideration will be given to Diesel Power Mechanics students and their costs may exceed the \$2000 scholarship. Diesel Students will be eligible for additional funding.

These budgeted amounts can be amended at any time at the discretion of the City of Commerce City.

4. Key Milestones

- Recruitment and Marketing: IGA execution until August 20, 2025
- First Census Date and Program Evaluation: October 20, 2025
- Program Evaluation and Refinement: Quarterly, commencing October 20, 2025
- Full Fund Expenditure: December 31, 2026

5. Roles and Responsibilities

5.1 City of Commerce City Responsibilities

- Develop program criteria and eligibility requirements in collaboration with Community College of Aurora
- Provide funding outlined in the budget to eliminate the cost of education for identified badges, certificates, and credentials within budget parameters outlined in Section 3 of the Scope of Services.
- Recruit program participants through Community Wellbeing Navigation services, economic development, and communications activities
- Coordinate with local employers in targeted industries to cultivate program participants and job opportunities for program participants completing credentials
- Review program metrics and make determinations about program reallocations as described in the budget
- Collaborate with Community College of Aurora on program recruitment, marketing, and job placement activities
- Collaborate with Community College of Aurora to identify and pursue additional funding sources to sustain and expand the program

5.2 Community College of Aurora Responsibilities

- Train program participants in identified certificate, degree, and badge programs

- Administer Workforce Training program
- Provide academic advising and career job placement services to program participants
- Ensure availability and capacity of required courses in identified credentials to meet program capacity
- Designate a program coordinator to serve as liaison with City of Commerce City
- Track and report program participant academic progress and outcomes
- Track and report program metrics and participate in census program evaluation review
- Collaborate with City of Commerce City on program recruitment, marketing, and job placement activities
- Collaborate with City of Commerce City to identify and pursue additional funding sources to sustain and expand the program
- Collaborate with the City of Commerce City on a contract students will sign accepting the workforce pathway program funds

6. Student Eligibility

6.1 Eligibility Criteria

To be eligible for the Workforce Training Program, students must:

- Be residents of the City of Commerce City
- Be a U.S. citizen, permanent resident, or lawfully present non-citizen
- Sign a contract to receive funds as determined by the City of Commerce City and the Community College of Aurora

6.2 Application Process

Eligible students will join the program when they have been accepted into an eligible educational program offered by the Community College of Aurora. The City of Commerce City and Community College of Aurora will collaborate on recruitment efforts to growth applications for identified programs.

6.3 Continuing Eligibility

To maintain eligibility for continued support, students must:

- Maintain a minimum cumulative GPA of 2.5

- Adhere to all program policies and requirements
- Demonstrate progress toward program completion as determined by the Community College of Aurora

7. Eligible Educational Programs

The following educational badges, certificates, and credentials offered by the Community College of Aurora are eligible.

- | | |
|--|---|
| • Construction Management Certificate | • Certified Nursing Assistant |
| • Electrician Short-Term Credential | • Phlebotomy Certificate |
| • Project Management Fundamentals Badge | • Patient Care Technician Certificate |
| • CDLA Class A, B, B to A, and Hazardous Materials | • EMT Basic Certificate |
| • Diesel Mechanics Associate Degree | • Qualified Behavioral Health Assistant Certificate |
| • Computer Support Technician Certificate | • Addiction Recovery Assistant Certificate |
| • Manufacturing Applications Badge | • Translation/Interpretation |
| • Manufacturing Fundamentals Badge | • Community ESL |

8. Reporting and Evaluation

8.1 Key Performance Indicators

CCA will track and report on the following metrics:

- Number of Commerce City residents (participants) enrolled in eligible programs
- Number of participants completing their eligible educational program
- Number of participants achieving an employment placement at a good wage
- Number of job placements supported by career services

8.2 Reporting Schedule

The Community College of Aurora will prepare reports quarterly including the following information:

- Key performance indicators

- Expenditure of program funds
- Challenges and opportunities identified
- Recommendations for program improvement (as needed)

9. Information Sharing

The City of Commerce City and the Community College of Aurora agree to share relevant information to support program implementation and evaluation, including:

- Participant enrollment and academic progress data
- Employment outcomes and follow-up data
- Financial information related to program expenditures

11. Marketing, Outreach, and Job Placement Services

The City of Commerce City and Community College of Aurora will collaborate on marketing, recruitment/outreach, and job placement efforts, including:

- Press Release and Coordinated Announcement
- Development of program branding and marketing materials
- Recruitment events and information sessions
- Social media and digital marketing campaigns
- Engagement with local employers and industry associations
- Outreach to targeted participant populations
- Career services efforts and communication of job opportunities to program participants
- Employer outreach to cultivate employment opportunities

12. Program Sustainability

The partners will work together to develop a strategy for program sustainability beyond the initial funding period, including:

- Identification of additional funding sources
- Development of employer partnerships and potential cost-sharing arrangements
- Exploration of state and federal grant opportunities
- Analysis of program outcomes

- Continuous improvement of program

13. Reallocation of Funds

13.1 Fund Reallocation Assessment

The City of Commerce City and the Community College of Aurora will conduct a comprehensive assessment of program expenditures and outcomes at census dates on October 20, 2025.

This assessment will evaluate:

- Actual expenditures to date with projections for remainder of the program
- Number of participants served compared to projections
- Effectiveness of achieving program goals
- Emerging needs or opportunities not addressed in the original budget

The City may determine at this time to reallocate a portion of this \$400,000 to other ACT Workforce Development Pathway Programs at the City's sole discretion.

13.2 Documentation and Reporting

Any reallocation of funds will be:

- Documented through a formal amendment to this agreement
- Reflected in subsequent program reports and financial statements
- Evaluated for effectiveness in achieving program goals

EXHIBIT B

CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

CCA acknowledges that the funding for this Agreement is provided through the American Rescue Plan Act (ARPA). Accordingly, CCA agrees to comply with the following additional terms:

A. During the performance of this Agreement, the CCA agrees as follows:

The CCA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CCA will take affirmative action to the extent permitted by law to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CCA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The CCA will, in all solicitations or advertisements for employees placed by or on behalf of the CCA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The CCA will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The CCA will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the CCA's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Reserved.

6. The CCA will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor as authorized by applicable law for purposes of investigation to ascertain compliance with such applicable rules, regulations, and orders.

7. In the event of the CCA's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, to the extent applicable, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, to the extent applicable, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The CCA will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CCA becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CCA may request the United States to enter into such litigation to protect the interests of the United States.

B. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, CCA shall comply with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The City of Commerce City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible

for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. If this Agreement exceeds \$150,000, CCA agrees to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

Clean Air Act

1. The CCA agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The CCA agrees to report each violation to the City of Commerce City and understands and agrees that the City of Commerce City will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The CCA agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The CCA agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The CCA agrees to report each violation to the City of Commerce City and understands and agrees that the City of Commerce City will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The CCA agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

D. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.