

CITY MANAGER'S OFFICE MEMORANDUM
#65-2020

DATE: October 12, 2020

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *Hmg*

FROM: Rupa Venkatesh, Assistant to the City Manager *RV*

SUBJECT: CR-137 – Adams 12 CARES Act Funding IGA

PURPOSE

To consider CR-137, a resolution approving an Intergovernmental Agreement (IGA) with Adams 12 Five Star Schools (Adams 12) for an allocation of the City's CARES Acts funds.

BACKGROUND

The City signed an Intergovernmental Agreement (IGA) with Adams County on May 5, 2020, to receive \$3,086,617 in CARES Act funding. Using input from the community and City Council, community support became a CARES Act funding priority. During the Oct. 5, 2020 study session, staff presented an update to Council on CARES Act funding, including this IGA.

Adams 12 Request for Northglenn Schools

Adams 12 has requested reimbursement for the following items for Northglenn schools:

- Four hydrostatic sprayers to disinfect large areas such as playgrounds more efficiently; each unit is \$1,407, totaling \$5,628.
- 3,000 child face shields and 5,000 adult face shields; each shield is \$12.50, totaling \$100,000.
- 1,262 headphones and laundry baskets for remote learning pod students; with estimated costs of \$12 per laundry basket and \$8 per headphone set, the totals are \$15,144 for the baskets and \$10,096 for the headphones.

STAFF RECOMMENDATION

Staff recommends approval of CR-137, a resolution that, if approved would authorize the Mayor to execute the IGA.

BUDGET/TIME IMPLICATIONS

The agreement is for reimbursable funding for eligible expenses up to \$135,000. The deadline for Adams 12 to request reimbursement from the Finance Department is Nov. 16, 2020. This is because the Finance Department needs adequate time to request reimbursement from Adams County by the Dec. 4 deadline.

STAFF REFERENCE

If Council members have questions, they may contact Assistant to the City Manager Rupa Venkatesh at rvenkatesh@northglenn.org or 720.376.8069.

CR-137 – Adams 12 CARES Act Funding IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-137
Series of 2020

Series of 2020

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ADAMS 12 FIVE STAR SCHOOLS FOR COVID-19 ASSISTANCE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Northglenn and Adams 12 Five Star Schools, attached hereto as Exhibit 1, to provide COVID-19 assistance in an amount not to exceed \$135,000.00 is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2020.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN
AND ADAMS 12 FIVE STAR SCHOOLS FOR COVID-19 ASSISTANCE**

THIS INTERGOVERNMENTAL AGREEMENT FOR COVID-19 ASSISTANCE ("Agreement"), is entered into by and between the CITY OF NORTHGLENN ("City"), a Colorado home rule municipality (the "City"), and the ADAMS 12 FIVE STAR SCHOOLS ("Adams 12"), by which the City agrees to reimburse Adams 12 for certain Eligible Expenses as defined hereinbelow within the meaning of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the "CARES Act"), and establishing certain other terms and conditions, effective on the date last signed below.

WHEREAS, the City has received funds from the United States Government, directly or via other government entities, under the CARES Act; and

WHEREAS, the City wishes to provide reimbursement to Adams 12 for certain specified authorized expenditures incurred by Adams 12, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I. PROJECT

1. SCOPE. The City hereby agrees to reimburse Adams 12 for the Eligible Expenses described in **Exhibit A**, attached hereto and incorporated by this reference, (the "Project"), which expenses are Eligible Expenses within the meaning of the CARES Act. The parties further agree the Project is for a public purpose, which is among other things, to minimize the impacts on Adams 12 and its students caused by the COVID-19 pandemic. CARES Act Funding up to the amount of one hundred thirty-five thousand dollars and zero cents (\$135,000.00) will be provided to Adams 12 as reimbursement for the Project, upon the provision of proof of incurring the documented Eligible Expenses as described in Article II of this Agreement.

2. TERM OF AGREEMENT. This Agreement begins on the date of full execution by the Parties to this Agreement, and funding shall be paid by the City to Adams 12 on or before December 4, 2020. The parties, however, acknowledge all continuing performance obligations, including but not limited to reporting and audit requirements, may extend beyond the final date upon which reimbursement is made pursuant to this Agreement. The City reserves the right to terminate this Agreement at any time if Adams 12 is not in material compliance with the terms hereof.

ARTICLE II: ELIGIBLE EXPENSES, USE OF FUNDS AND REPORTING

1. ELIGIBLE EXPENSES. By signing this Agreement, Adams 12 hereby certifies that CARES Act Funding received under this Agreement will be used by Adams 12 only to cover those costs and expenses that are eligible expenses in compliance with the CARES Act; are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (collectively, "Eligible Expenses"). The Eligible Expenses are further defined in Exhibit A.

2. USE OF FUNDS AND REPORTING.

2.1 Use of Funds. On or before December 30, 2020, Adams 12 shall use the CARES Act Funding for Eligible Expenses. Further, Adams 12 agrees to return to the City by December 4, 2020, any amount it reasonably anticipates will be unused as of December 30, 2020.

2.2 Expenditures and Accounting. Adams 12 agrees to be responsible for ensuring that it spends, documents, and accounts for its portion of the CARES Act Funding received from the City in strict compliance with the CARES Act requirements. CARES Act Funding is subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Adams 12, as a subrecipient, shall not distribute any portion of CARES Act Funding to a separate entity, enterprise, agency, or any other public, private, or non-profit entity (Third-party). Adams 12 further agrees to familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations relevant to CARES Act Funding. To assist with compliance, Adams 12 shall:

2.2.1 Maintain an effective system of internal fiscal control and accountability for all CARES Act Funding and property acquired or improved with CARES Act Funding, and make sure the same are used solely for authorized purposes.

2.2.2 Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in Adam 12's accounting records.

2.2.3 Maintain payroll, financial, and expense reimbursement records for a period of three (3) years after receipt of final payment under this Agreement or any time period required by the CARES Act, whichever is longer.

2.2.4 Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City, County or Federal Government at any time during normal business hours and as often as necessary.

2.3 Reporting. Adams 12 shall provide to the City regular reporting of its use of the CARES Act Funding, including the following minimum requirements which may be increased or changed at any time by the City:

2.3.1 Adams 12 will submit to the City certain required data, including, but not limited to, receipts or other documentation for all expenditures made using CARES Act Funding distributed to Adams 12 under this Agreement;

2.3.2 Adams 12 acknowledges and agrees that the expenses submitted will only be submitted for CARES Act Funding and will not be submitted for reimbursement or as expenses under any other Federal Government program, including but not limited to, FEMA or another aid program, regardless of its source.

2.4 Non-Compliance. In the event Adams 12 fails to comply with any of the requirements of the CARES Act with respect to the CARES Act Funding, Adams 12 shall be solely responsible for reimbursement of said funds. In addition, in the event the Federal Government or Adams County seeks reimbursement of funds spent by Adams 12 from the City, the City has the right, but not the obligation, to reimburse those funds to the Federal Government or Adams County on Adams 12's behalf, and Adams 12 shall reimburse the City for such expenditure within 30 calendar days of payment by the City.

ARTICLE III: GENERAL CONDITIONS

1. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Adams 12, in performance of this Agreement, agrees to comply with all applicable Federal, State and local laws and ordinances, and the rules and regulations.

2. INSURANCE AND MISCELLANEOUS.

A. Requirement. The Parties hereto shall procure and maintain at their sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, and workers' compensation up to the monetary limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended (presently three hundred, eighty-seven thousand dollars (\$387,000) per person and one million, ninety-three thousand dollars (\$1,093,000) per occurrence). In addition, the City shall procure and maintain police professional liability insurance in such dollar amounts.

B. Evidence. Evidence of coverage shall be sent to the City's Risk Manager and Adams 12's Director of Risk Management. The Certificate of Insurance shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days' prior written notice has been given to the other party. Each party shall approve this evidence prior to the commencement of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class, United States Mail, addressed as follows:

The City: Heather Geyer, City Manager
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233-1099

With a separate copy to:

Corey Y. Hoffmann

Hoffmann, Parker, Wilson & Carberry P.C.
511 16th Street, Suite 610
Denver, CO 80202

District 12: Philip Spare
Adams 12 Five Star Schools
1500 E. 128th Avenue
Thornton, CO 80241

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. Both Parties, their officers and their employees, are relying on and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred eighty-seven thousand dollars (\$387,000) per person and one million, ninety-three thousand dollars (\$1,093,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Act, C.R.S. 24-10-101, *et. seq.*, as amended, or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF NORTHGLENN, COLORADO

By: _____
Meredith Leighty, Mayor

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

ADAMS 12 FIVE STAR SCHOOLS

By: _____
Chris Gdowski, Superintendent

APPROVED AS TO FORM:

Philip Spare, General Counsel

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ADAMS 12 FIVE
STAR SCHOOLS FOR COVID-19 ASSISTANCE
EXHIBIT A – PROJECT SCOPE

In order to provide assistance to Northglenn schools during the COVID-19 pandemic, the City of Northglenn will reimburse Adams 12 per the Intergovernmental Agreement for the following expenses to not exceed \$135,000:

- Four hydrostatic sprayers, approximately \$1407/unit
- 3,000 child size face shields and 5,000 adult size face shields, approximately \$12.50/unit
- 1262 laundry baskets to support remote learning pods
- 1262 headphones to support remote learning pods