



**CITY MANAGER'S OFFICE MEMORANDUM  
#64-2020**

**DATE:** October 12, 2020

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager 

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

**SUBJECT:** CR-138 – Early Childhood Partnership of Adams County CARES Act Funding Subrecipient Agreement

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**PURPOSE**

To consider CR-138, a resolution approving a subrecipient agreement with Early Childhood Partnership of Adams County (ECPAC) for an allocation of the City's CARES Acts funds to administer a childcare assistance grant to benefit Northglenn residents.

**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, resident 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 agreement.

**Childcare Assistance Grants**

With the closure of schools in mid-March 2020 and remote learning options, childcare has become an unforeseen expense for families. Because the City can't provide direct financial assistance to individuals due to the Colorado State Constitution, we are exploring a partnership with ECPAC. The criteria for assistance is the following:

- Must reside within the City of Northglenn
- Families who live at 200% of the Federal Poverty Level (FPL) could apply for a reimbursement for fees paid to an accredited daycare.
- Families would apply for reimbursement through their daycare provider, who then requests funds through ECPAC. ECPAC would then invoice the City.

**STAFF RECOMMENDATION**

Staff recommends approval of CR-138, a resolution that, if approved would authorize the Mayor to execute the subrecipient agreement.

**BUDGET/TIME IMPLICATIONS**

The agreement is for up to \$320,000 plus a 2.5% administrative fee of the total cost reimbursed. The deadline for ECPAC 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](mailto:rvenkatesh@northglenn.org) or 720.376.8069.

CR-138 – Early Childhood Partnership of Adams County CARES Act Funding Subrecipient Agreement

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-138  
Series of 2020

\_\_\_\_\_  
Series of 2020

A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE EARLY CHILDHOOD PARTNERSHIP OF ADAMS COUNTY REGARDING DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT FUNDS FOR THE COVID-19 CHILDCARE ASSISTANCE GRANT PROGRAM

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

Section 1. The Subrecipient Agreement between the City of Northglenn and the Early Childhood Partnership of Adams County, attached hereto as Exhibit 1, for grant funding in an amount not to exceed \$320,000.00 for the COVID-19 Childcare Assistance Grant Program 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

**SUBRECIPIENT AGREEMENT FOR THE CITY OF NORTHGLENN  
COVID-19 CHILDCARE ASSISTANCE GRANT PROGRAM**

**THIS SUBRECIPIENT AGREEMENT** (“Agreement”), is entered into by and between the City of Northglenn (“City”), a Colorado home rule municipality, and the Early Childhood Partnership of Adams County. (“Subrecipient”), by which the Subrecipient agrees to carry out specific activities under the CARES Act (“CARES Act Funding”), 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 Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act);

**WHEREAS**, the City wishes to engage the Subrecipient to assist the City in utilizing such funds by approving Subrecipient's application, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE I. PROJECT**

**1. SCOPE.** The City disburses to the Subrecipient and the Subrecipient accepts the CARES Act Funding, Catalog of Federal Domestic Assistance number (CFDA) 21.019, for Eligible Expenses consistent with the activities described in Exhibit A which is attached hereto (the “Project”). The parties agree the Project is for a public purpose, which is among other things, to minimize the extreme financial hardships caused to the City by the COVID-19 pandemic.

**1.1 Amount:** CARES Act Funding up to the amount of three hundred twenty thousand dollars and zero cents (\$320,000.00) will be reimbursed to the Subrecipient for the Project upon receipt of documented eligible expenses. In addition, the City will pay the Subrecipient 2.5% of the total cost reimbursed.

**2. TERM OF AGREEMENT.** This Agreement begins on the date of full execution by the parties to this Agreement and shall expire on December 30, 2020. The parties, however, acknowledge all continuing performance obligations, including but not limited to reporting and audit requirements, may extend beyond the term of this Agreement. Subrecipient agrees to execute an extension of this Agreement timely and in good faith as may be necessitated. The City reserves the right to terminate this Agreement at any time if the Subrecipient 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, the Subrecipient hereby certifies that CARES Act Funding received under this Agreement will be used by the Subrecipient 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”).

**2. USE OF FUNDS AND REPORTING.**

**2.1 Use of Funds.** On or before December 30, 2020, the Subrecipient shall use the CARES Act Funding for Eligible Expenses. Further, the Subrecipient agrees to return to the City by November 16, 2020, any amount it reasonably anticipates will be unused as of December 30, 2020.

**2.2 Expenditures and Accounting.** The Subrecipient 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. The 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). The Subrecipient 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, the Subrecipient 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 the Subrecipient'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.** The Subrecipient 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 The Subrecipient will submit to the City certain required data, including, but not limited to, receipts, payroll records, or other documentation for all expenditures made using CARES Act Funding distributed to Subrecipient under this Agreement;

2.3.2 The Subrecipient 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 the Subrecipient fails to comply with any of the requirements of the CARES Act with respect to the CARES Act Funding, the Subrecipient 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 the Subrecipient from the City, the City has the right, but not the obligation, to reimburse those funds to the Federal Government or Adams County on the Subrecipient's behalf, and the Subrecipient 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.** The Subrecipient, in performance of this Agreement, agrees to comply with all applicable Federal, State and local laws and ordinances, and the rules and regulations.

**2. INDEMNITY.** The Subrecipient agrees to defend, indemnify and save harmless the City, its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof arising from or related to any act or omission by Subrecipient, or its employees, agents, subcontractors, successors or assignees in connection with the

Agreement or because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting from there, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of or the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of Subrecipient, its employees, agents, subcontractors, agents, successor or assignees. This provision shall be inapplicable to the extent the City is judicially found solely negligent for such damage or injury.

**3. INSURANCE REQUIREMENTS.** Subrecipient shall, at its own expense keep, in full force and effect during the term of this Agreement, and during the term of any extension or amendment, insurance reasonably sufficient to insure against the liability assumed by Subrecipient pursuant to this Agreement.

**4. NOTICES.** Any notices required to be given by the City to the Subrecipient or by the Subrecipient to the City shall be in writing and delivered to the following parties by email, hand, U.S. Mail, or overnight commercial courier at the following addresses:

**City:**

City of Northglenn, City Clerk's Office  
11701 Community Center Drive  
Northglenn, CO 80233  
jsmall@northglenn.org

**Subrecipient:**

Early Childhood Partnership of Adams County  
8859 Fox Drive, Suite 205  
Thornton, CO 80260  
lisa@ecpac.org

**5. INDEPENDENT CONTRACTOR.** In the performance of this Agreement, the Subrecipient is and shall be considered to be an independent contractor in all respects, and shall not be considered to be an officer, employee, agent, or servant of the City.

**6. ASSIGNMENT AND SUBCONTRACTING.** The Subrecipient shall not assign or subcontract any portion of the obligations contained or services provided within the terms of this Agreement without obtaining prior written approval from the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

**7. NO THIRD-PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the City and Subrecipient. Enforcement of the Agreement and all related rights and obligations are reserved solely to the City and Subrecipient. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.

**8. RESERVATION OF RIGHTS.** Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

**9. AMENDMENTS TO AGREEMENT.** This Agreement cannot be amended or modified except in writing, signed by both parties.

**10. FORCE MAJEURE.** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, and generalized lack of availability of raw materials or energy.

**11. VENUE AND CHOICE OF LAW.** If either party to this Agreement initiates any legal or equitable action which relates to this Agreement in any manner, the City and the Subrecipient agree that the proper venue for such action is the Adams County, Colorado, District Court. It is mutually understood

and agreed that this Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance.

**12. SEVERABILITY CLAUSE.** It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**13. SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.

**14. INTEGRATED DOCUMENT.** This Agreement with any attachments, and the Subrecipient's corresponding application to the City, incorporated by reference, constitute the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**15. AUTHORITY TO SIGN.** The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

**16. SUBRECIPIENT CERTIFICATION.** By signing below, the Subrecipient certifies that it understands the requirements of, will comply with, and, during the term of this Agreement will remain in compliance with all applicable federal, state and local laws. All representations made by the Subrecipient to the City either in this Agreement or for the purpose of inducing the City to execute this Agreement are hereby certified to be true and correct.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date of the most recent signatory.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF NORTHGLENN**, a Colorado home rule municipal corporation

\_\_\_\_\_  
Meredith Leighty, Mayor

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**Early Childhood Partnership of  
Adams County**



By: \_\_\_\_\_

Printed Name: Lisa Jansen Thompson

Title: Executive Director

ATTEST:

  
\_\_\_\_\_  
Cynthia L. Cargill

Printed Name: Cynthia Cargill

Title: ECPAC Director of Finance and Operations

SUBRECIPIENT AGREEMENT – COVID-19 CHILD CARE ASSISTANCE GRANT PROGRAM  
EXHIBIT A – PROJECT SCOPE

Childcare has become an unforeseen need for many families as the COVID-19 pandemic closed schools on March 12, 2020 and into the new school year with some remote learning options. In order to assist City of Northglenn residents, the Early Childhood Partnership with Adams County will administer the COVID-19 Childcare Assistance Grant Program with the following eligibility criteria:

- Families must reside within the City of Northglenn jurisdictional limits
- Children must attend an accredited daycare provider. The provider does not have to be within the City of Northglenn jurisdictional limits.
- This is a reimbursement grant for out of pocket expenses up to \$1600 per child. Families can be reimbursed for up to two children.
- Families can be reimbursed for daycare costs back to March 12, 2020.
- Families must be at or below 200% of the Federal Poverty Level.