

**PARKS, RECREATION & CULTURE MEMORANDUM
#16-2023**

DATE: July 10, 2023

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Interim Deputy City Manager *AL2*

FROM: Amanda J. Peterson, Director of Parks, Recreation & Culture *ajp*
Justin Perdue, Recreation Manager

SUBJECT: CR-92 – Five Star Education Foundation Youth Recreation Scholarship MOU

PURPOSE

To consider CR-92, a resolution approving a Memorandum of Understanding (MOU) between the City and Five Star Education Foundation (Five Star) for scholarship funding.

BACKGROUND

The sale of the Denver Broncos Football Club entitled the Metropolitan Football Stadium District (MFSD) to a one-time “sharing amount” of \$41,037,951 and the MFSD Board elected to distribute these funds proportionately to the counties, cities, and towns in which the one-tenth of one percent sales tax was collected during the taxable period of Jan. 1, 2001, to Jan. 1, 2012. As a part of this disbursement, the MFSD awarded the City \$394,396.46. Provisions of the legislation require the funds to be used for “youth activity programs.”

Staff discussed options as to how to best utilize the funds with the Parks & Recreation Advisory Board on Feb. 9, 2023, and with City Council on Feb. 27, 2023. Based on direction received as a result of those discussions, the MFSD funding has been allocated as follows:

Use	Amount	Allocated To
Odell Barry Park	\$134,396.46	Capital Projects Fund
Aquatic Adventure Course	\$200,000	Capital Projects Fund
Youth Recreation Scholarships	\$30,000	Adams 12 Five Star Foundation
Youth Theatre Scholarships	\$30,000	Northglenn Arts & Humanities Foundation

Staff approached Five Star, a non-profit organization focused on helping students in the Adams 12 Five Star School District achieve their full potential, to serve as a partner in distributing the youth recreation scholarships.

As identified in the proposed MOU approved by Five Star, the City would remit \$30,000 to Five Star and, in turn, Five Star would serve as the administering organization to provide need-based youth and teen scholarship opportunities for recreation programs provided by the City.

BUDGET/TIME IMPLICATIONS

Funding in the amount of \$30,000 is available from the MFSD disbursement to fund this scholarship program in partnership with Five Star. Five Star intends to begin distribution of scholarships immediately upon receipt of funding.

STAFF RECOMMENDATION

Staff recommends approval of CR-92.

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STAFF REFERENCE

If Council Members have any questions, please contact Amanda Peterson, Director of Parks, Recreation & Culture, at apeterson@northglenn.org or 303.450.8950.

CR-92 – Five Star Education Foundation Youth Recreation Scholarship MOU

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-92
Series of 2023

Series of 2023

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTHGLENN AND THE FIVE STAR EDUCATION FOUNDATION REGARDING SCHOLARSHIP FUNDING FOR YOUTH RECREATION PROGRAMS

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

Section 1. The Memorandum of Understanding between the City of Northglenn and the Five Star Education Foundation, attached hereto as **Exhibit 1**, regarding scholarship funding for youth recreation programs is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2023.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Northglenn, a Colorado home rule municipality (the "City") and the Five Star Education Foundation ("Five Star") (together the "Parties").

WHEREAS, the City has received funding as a result of the sale of the Denver Broncos, which funding is restricted to being used for youth activity programs;

WHEREAS, the City desires to allocate the amount of Thirty Thousand Dollars (\$30,000.00) from such funding towards youth and teen scholarship opportunities for recreational programs within the City; and

WHEREAS, the City desires to enter into this MOU with Five Star to assist the City by managing the manner in which such scholarships are awarded in a fair and equitable manner to the youth and teen population and, specifically, to an underserved segment of the population.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

I. SCOPE OF MOU

The Parties agree that upon final execution of this MOU, the City shall remit the amount of Thirty Thousand Dollars (\$30,000.00) (the "Scholarship Funding") to Five Star for distribution in accordance with this MOU. The Parties agree that Five Star shall undertake its obligations set forth in Section II hereunder in a manner designed to maximize opportunities for an underserved segment of the youth and teen population to access youth and teen recreation programs and activities through a scholarship-like program as described herein.

II. FIVE STAR AND CITY OBLIGATIONS. Five Star and the City shall provide the following in order to administer the allocation of the Scholarship Funding:

- a. **Approved Recreation Offerings.** Five Star shall make available 20-visit punch passes or the purchase of registration into a City of Northglenn Recreation program or activity for youth, teens, and their families (the "Approved Recreation Offerings"), which shall provide for enrollment into youth and teen recreation programs and activities.
- b. **Eligibility Determination.** Five Star shall be responsible for determining eligibility based on need and shall be responsible for determining eligibility and approving individual youth and their families for the Approved Recreation Offerings.
- c. **Process.** Five Star shall assist in the purchase of such Approved Recreation Offerings to those individuals and families determined to be eligible by Five Star. Enrollments shall take place on-site at the Northglenn Recreation Center, Senior

Center, and Theatre in a manner determined most appropriate and efficient by the Parties, including any assigned caseworker from Five Star. The City shall create a predetermined discount code for use by Five Star during the transaction process for such Approved Recreation Offerings, which will reduce the balance due for the Approved Recreation Offerings to zero at the time of the transaction.

- d. **Reporting and reimbursement.** The Parties agree to the following regarding reporting and reimbursement:
1. The discount code created by the City as set forth above shall be utilized to assist in tracking the Scholarship Funding in purchasing the Approved Recreation Offerings, and the City shall generate monthly reports identifying use of the discount code;
 2. The City shall provide such monthly reports to Five Star, and such reports shall include details of each applicable transaction/purchases taking place throughout the previous month; and
 3. Five Star shall utilize such monthly reports to account for Five Star's administration of the Scholarship Funding. Upon completion of the monthly reconciliation by Five Star, Five Star shall remit those funds necessary to reimburse the City for the costs associated with the purchase of the Approved Recreation Offerings.

III. MISCELLANEOUS

a. *Governing Law and Venue.* This MOU shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Adams County, Colorado.

b. *Integration.* This MOU constitutes the entire MOU between the Parties, superseding all prior oral or written communications.

c. *Third Parties.* There are no intended third-party beneficiaries to this MOU.

d. *Notice.* Any notice under this MOU shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class U.S. Mail to the proper Party as follows:

To City: City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233
Attn: Amanda Peterson

To Five Star: Five Star Education Foundation
1500 E. 128th Ave. Thornton, CO 80241
Attn: Shannon Hancock, Executive Director

e. *Severability.* If any provision of this MOU 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.

f. *Modification.* This MOU may only be modified upon written MOU of the Parties.

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

h. *Termination.* This MOU shall terminate upon the expenditure of the total amount of the Scholarship Funding by Five Start consistent with this MOU.

i. *Entire MOU.* This MOU embodies the entire MOU of the Parties. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any kind of any of the terms or conditions of this MOU shall be valid unless reduced to writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

CITY OF NORTHGLENN

MEREDITH LEIGHTY, Mayor

ATTEST:

JOHANNA SMALL, City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN, City Attorney

FIVE STAR EDUCATION FOUNDATION



(Representative Title)

Shannan Hancock
Executive Director

ATTEST:

