

**PARKS, RECREATION & CULTURE MEMORANDUM
#17-2023**

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 *12*

FROM: Amanda J. Peterson, Director of Parks, Recreation & Culture *ajp*
Michael Stricker, Arts, Culture & Community Manager

SUBJECT: CR-93 – Northglenn Arts & Humanities Foundation Youth Theatre Scholarship MOU

PURPOSE

To consider CR-92, a resolution approving a Memorandum of Understanding (MOU) between the City and the Northglenn Arts & Humanities Foundation (NAHF) 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 the NAHF, the City’s established non-profit cultural arts organization, to serve as a partner in distributing the Youth Recreation Scholarships. The NAHF discussed how to best implement a scholarship program and agreed to move forward with the development of an endowment fund.

As identified in the proposed MOU approved by the NAHF on June 16, 2023, the City would remit \$30,000 to NAHF and, in turn, NAHF would serve as the administering organization for the Northglenn Youth Theatre Scholarship Endowment. The NAHF would ensure that youth in need have equal access to participation in Northglenn youth theatre programs. The NAHF would undertake the obligation to maximize opportunities for youth participants in need to receive assistance to participate in arts programs including, but not limited to, the Northglenn Youth Theatre, NYT Jr., NYT Academy, and the Missoula Children's Theatre (Northglenn Residency only). The NAHF would work to grow the fund through investment and fundraising, so that youth will have access to scholarship funds for generations to come.

BUDGET/TIME IMPLICATIONS

Funding in the amount of \$30,000 is available from the MFSD disbursement to fund this scholarship program in partnership with the NAHF. The NAHF intends to begin implementation of the endowment fund immediately upon receipt of funding.

STAFF RECOMMENDATION

Staff recommends approval of CR-93.

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.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-93
Series of 2023

Series of 2023

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTHGLENN AND THE NORTHGLENN ARTS AND HUMANITIES FOUNDATION REGARDING SCHOLARSHIP FUNDING FOR YOUTH THEATRE 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 Northglenn Arts and Humanities Foundation, attached hereto as **Exhibit 1**, regarding scholarship funding for youth theatre 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 Northglenn Arts and Humanities Foundation ("NAHF") (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 scholarship opportunities for arts programs within the City; and

WHEREAS, the City desires to enter into this MOU with NAHF to assist the City by managing the manner in which such scholarships are awarded in a fair and equitable manner to the youth population and, specifically, to those youth participants in need.

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 NAHF for distribution in accordance with this MOU. The Parties agree that NAHF shall undertake its obligations set forth in Section II hereunder in a manner designed to maximize opportunities for youth participants in need to receive assistance to participate in arts programs including the Northglenn Youth Theatre, the NYT Jr., the NYT Academy, and the Missoula Children's Theatre (Northglenn Residency only).

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

A. Approved Arts Programming Offerings. NAHF shall make available Scholarship Funding for youth participants in need for programs including, but not limited to, Northglenn Youth Theatre, the NYT Jr., the NYT Academy, and the Missoula Children's Theatre (Northglenn Residency only) (the "Approved Arts Offerings").

B. Eligibility Determination. NAHF 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 Arts Offerings.

C. Process. NAHF shall assist in the purchase of the Approved Arts Offerings for those individuals and families determined to be eligible by NAHF. NAHF shall administer the Scholarship Funding in a manner determined most appropriate and efficient by the Parties, and NAHF shall be responsible for remitting to the City through the RecTrac system the Scholarship Funding for those participants awarded funding.

D. Reporting and Reimbursement. The Parties shall provide such reports deemed necessary to assure that the Scholarship Funding is being utilized for Approved Arts Offerings consistent with this MOU.

E. **Endowment.** The Parties further agree that NAHF shall establish an endowment with the Scholarship Funding in order to attempt to continue to provide funding for Approved Arts Offerings for as long as the NAHF can continue to obtain funding from other sources for said endowment.

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 Dr.
Northglenn, Colorado 80233
Attn: Amanda Peterson

To NAHF: NAHF
1 E. Memorial Parkway
Northglenn, Colorado 80233
Attn: Michael Stricker, 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 NAHF 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

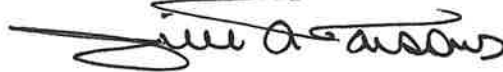
ATTEST:

JOHANNA SMALL, City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN, City Attorney

NORTHGLENN ARTS AND HUMANITIES
FOUNDATION



Chair

(Representative Title)

ATTEST:

