



CITY MANAGER'S OFFICE MEMORANDUM
#68-2020

DATE: October 26, 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-148 – Maiker Housing Partners CARES Act Funding Subrecipient Agreement

PURPOSE

To consider CR-148, a resolution approving a subrecipient agreement with Maiker Housing Partners for an allocation of the City's CARES Act funds for the Adams County COVID-19 Rent, Mortgage, and Utility Assistance Grant Program to benefit Northglenn residents and landlords.

BACKGROUND

The City signed an Intergovernmental Agreement 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 that included a placeholder of \$300,000 for the Adams County COVID-19 Rent, Mortgage, and Utility Assistance Program.

Through this program, Adams County residents can apply for rent and mortgage payment assistance, while landlords can apply for rental payment assistance on behalf of tenants with unpaid rent.

On Oct. 5, Maiker had a significant backlog in applications and did not believe they could utilize the funding by Nov. 16, 2020. However, Maiker has worked through their backlog and exhausted Adams County CARES Act funds.

Northglenn Resident Applications

Currently, Maiker has 58 Northglenn applications in the determination phase, totaling approximately \$200,000. These applications can be awarded within four weeks. In addition, there are 66 incomplete applications and Maiker estimates approximately one-third can be awarded in six weeks, totaling approximately \$75,000.

This subrecipient agreement would fund up to \$320,000 for Northglenn resident applications for the program. This is over the \$275,000 estimate from Maiker. However, it is important that money be available should Maiker work through applications faster than anticipated.

STAFF RECOMMENDATION

Staff recommends approval of CR-148, a resolution that, if approved, would authorize the Mayor to execute the subrecipient agreement on behalf of the City.

BUDGET/TIME IMPLICATIONS

The agreement is for up to \$320,000 plus an 11% administrative fee of the total cost reimbursed. The deadline for Maiker Housing Partners 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-148 – Maiker Housing Partners CARES Act Funding Subrecipient Agreement

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-148
Series of 2020

Series of 2020

A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND MAIKER HOUSING PARTNERS REGARDING DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT FUNDS FOR THE COVID-19 RENT, MORTGAGE, AND UTILITY 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 Maiker Housing Partners, attached hereto as Exhibit 1, for grant funding in an amount not to exceed \$320,000.00 for the COVID-19 Rent, Mortgage, and Utility 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 RENT, MORTGAGE, AND UTILITY ASSISTANCE GRANT PROGRAM**

THIS SUBRECIPIENT AGREEMENT (“Agreement”), is entered into by and between the City of Northglenn (“City”), a Colorado home rule municipality, and Maiker Housing Partners. (“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 in the established Adams County Rent, Mortgage, and Utility Assistance program and as outlined in Exhibit A (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 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 an 11% administrative fee 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:

Maiker Housing Partners
3033 W. 71st Avenue, Suite 1000
Westminster, CO 80030
doconnor@maikerhp.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

Maiker Housing Partners

By: _____

Printed Name: _____

Title: _____

ATTEST:

Printed Name: _____

Title: _____

CARES ACT SUBRECIPIENT AGREEMENT – MAIKER HOUSING
EXHIBIT A – PROJECT SCOPE

The City of Northglenn will reimburse Maiker Housing up to \$320,000 in CARES Act funds for Northglenn resident applications for the COVID-19 Adams County Rent, Mortgage, and Utility Assistance program. Maiker Housing will administer these funds with the following criteria:

- Funds will assist households up to 120% Area Median Income using the most recent month of income.
- Households will “self-attest” household income.
- Households will “self-attest” their impact from COVID-19.
- Households can apply for multiple months of support in arrears dating back to March 2020
- A portion of these funds will be used to provide rental assistance for the Rapid Settlement Program with Colorado Legal Services to prevent imminent evictions.
- An 11% administration fee will be applied to support program costs.