

**CITY MANAGER’S OFFICE MEMORANDUM  
#13-2024**

**DATE:** May 6, 2024  
**TO:** Honorable Mayor Meredith Leighty and City Council Members  
**THROUGH:** Heather Geyer, City Manager *hmg*  
**FROM:** Jessica Hulse, Crisis Response Unit Program Manager  
**SUBJECT:** CR-97 – Adams County Opioid Council Opioid Abatement Grant IGA

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**PURPOSE**

To consider CR-97, a resolution approving an Intergovernmental Agreement (IGA) with the Adams County Board of County Commissioners, acting as fiscal agent for the Adams County Opioid Council to assist Northglenn residents entering opiate treatment programs to include residential treatment and sober living homes.

**BACKGROUND**

The Crisis Response Unit applied for the Adams County Opioid Council’s Opioid Abatement Grant and received \$202,500 in funding to assist residents who have a substance use disorder with opioids. These funds are provided through the nationwide opioid settlement. Colorado’s Opioid Framework was created through the Colorado Opioid Memorandum of Understanding to distribute \$520 million received from opioid settlements with various drug manufacturers.

The grant would be used to send five residents to residential treatment at the Raleigh House in Denver, which treats dual-diagnosis (having both a mental health disorder and substance use disorder) patients. Out-of-pocket expenses for a 30-day stay are \$37,500. There is a financial and access barrier to receiving treatment if there is a co-occurring mental health disorder since few programs accept clients with co-occurring disorders and take Medicaid.

Additionally, five residents would be provided two months of financial assistance to stay at a sober living home so they can stabilize their lives. Sober living homes cost approximately \$800 to \$1,000 per month and are not covered by any insurance.

<b>Treatment</b>	<b>No. of Residents Assisted</b>	<b>Timeframe</b>	<b>Cost</b>
Mental health and substance use	5	30 days	\$187,500
Sober living home	5	60 days	\$8K-\$10K

Additional costs were included in the grant to cover transportation to the treatment programs and detox services if needed.

**BUDGET/TIME IMPLICATIONS**

There are no time or budget implications for the City at this time.

**STAFF RECOMMENDATION**

Staff recommends approval of CR-97, a resolution that, if approved, would authorize the Mayor to execute the intergovernmental agreement on behalf of the City.

**STAFF REFERENCE**

If Council Members have any questions, please contact Heather Geyer, City Manager, at hgeyer@northglenn.org or 303.450.8706.

CR-97 – Adams County Opioid Abatement Opioid Grant IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-97  
Series of 2024

\_\_\_\_\_  
Series of 2024

A RESOLUTION ACCEPTING AN ADAMS COUNTY OPIOID COUNCIL GRANT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

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

Section 1. The Adams County Opioid Council Grant in the amount of \$202,500.00 is hereby accepted and the Opioid Abatement Grant Intergovernmental Agreement, attached hereto as **Exhibit A**, between the City of Northglenn and the Adams County Board of County Commissioners acting as the fiscal agent for the Adams County Opioid Council is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**ADAMS COUNTY OPIOID COUNCIL**  
**OPIOID ABATEMENT GRANT INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Grant Agreement (the “Agreement”) is made and entered into on this \_\_\_th day of April 2024 by and between the Adams County Board of County Commissioners, acting as fiscal agent for the Adams County Opioid Council for Region 8, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601 (the “County”) and **The City of Northglenn**, located at 50 Community Center Dr, Northglenn, CO 80233 (the “Grant Recipient”). Each separately shall be called a “Party” and collectively the “Parties.”

WHEREAS, pursuant to Colorado Constitution Article XIV, § 18(2)(a) and § 29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, in August 2021 the Colorado Opioid Framework was created through the Colorado Opioid Memorandum of Understanding (“Opioid MOU”) in order to distribute \$520 million in opioid settlement dollars received from settlements with various drug manufacturers (“Opioid Settlement Funds”); and,

WHEREAS, the Colorado Opioid Framework created the General Abatement Fund Council (“Abatement Council”) and nineteen Regional Opioid Abatement Councils to oversee the distribution of the Opioid Settlement Funds; and,

WHEREAS, the County belongs to the 8<sup>th</sup> Region and participating local governments in this region created the Adams County Opioid Council for Region 8, which consists of representatives appointed by the State and the participating local governments (“Adams County Opioid Council”); and,

WHEREAS, in October 2022 the County was designated by the Adams County Opioid Council as the fiscal agent for the distribution of Adams County Opioid Council’s share of the Opioid Settlement Funds; and,

WHEREAS, these Opioid Settlement Funds must be used for forward-looking strategies, programming, and services to abate the opioid epidemic in accordance with Exhibit A of the Opioid MOU (“Approved Use”); and,

WHEREAS, the Adams County Opioid Council created the Adams County Opioid Abatement Grant to provide critical funding for efforts intended to abate the opioid crisis in the Adams County region in alignment with the Approved Uses to be paid from the first round of funds received from the Opioid Settlement Funds; and,

WHEREAS, the Grant Recipient is one of the entities chosen by the Adams County Opioid Council to receive funding from the Region 8 Opioid Settlement Funds for an Approved Use in accordance with the approved Adams County Opioid Abatement Grant; and,

WHEREAS, pursuant to the terms of this Agreement, the Adams County Opioid Council wishes the County to disburse to the Grant Recipient, and the Grant Recipient wishes to receive from the Adams County Opioid Council, Adams County Opioid Abatement Grant funds to be used for an Approved Use.

NOW, THEREFORE, for the consideration herein set forth, the Parties agree as follows:

1. Grant Award and Payment. The Grant Recipient is hereby awarded Grant in the amount not to exceed **\$202,500** (“Grant Funds”). The County will disburse the funds allocated under the Grant Award to the Grant Recipient in two equal payments. Each payment of one-half of the total allocation will be disbursed to the Grant Recipient only after the County receives an invoice from the Grant Recipient for each one-half payment. Once the Grant Recipient expends 75% from the one-half payment received, the Grant Recipient can invoice the County for the next one-half payment.
  - 1.1 The Grant Recipient understands and agrees that the County's obligation to disburse Opioid Settlement Funds is expressly contingent upon the Adams County Opioid Council receiving said funds from the Abatement Council. In the event the Abatement Council fails to remit said funds, or reduces said funds, the Adams County Opioid Council may reduce or terminate its payment accordingly. No County funds shall be encumbered or involved in this Agreement.
2. Project Scope. The Grant Recipient shall use the funding for **Treatment and Recovery Program/Project**) which the Grant Recipient hereby certifies is/are Approved Use(s). The Grant Recipient shall furnish all labor, materials and equipment and perform all work in the manner prescribed in the attached Scope of Work and Budget, which is attached hereto as Exhibit A and incorporated herein by reference. The County shall have no liability to compensate the Grant Recipient for the delivery of any goods or the performance of any services that are not specifically set forth in this program/project.
3. Grant Use Timeframe. All Grant Funds must be expended within one year (365 days) of the date the Grant Recipient receiving the Grant Funds under this Agreement.
4. Grant Use Requirements.
  - 4.1 The Grant Recipient shall use the Grant funds for Approved Use(s) only.
  - 4.2 The Grant Recipient agrees that the services provided with the Grant Funds will be offered on a non-discriminatory basis.
5. Reporting. The Grant Recipient agrees to comply with the following reporting requirements:
  - 5.1 The Grant Recipient shall submit financial reports on the expenditure of its Grant Funds to the County. Financial reports shall be submitted within thirty (30) days of the end of each quarter on the expenditure of its Grant Funds. Financial reports shall include the following: (1) the amount of each expenditure, including administrative costs, (2) the purpose of each expenditure, and (3) supporting documentation for

each expenditure. The County will provide a form for financial reporting to Grant Recipient.

5.2 The Grant Recipient shall submit reports to the County within thirty (30) days of the end of each quarter containing outcome related data of the use of the Grant funds in accordance with the requirements of the Adams County Opioid Council. The County will provide information regarding this programmatic reporting to Grant Recipient within thirty (30) days of execution of this Agreement.

5.3 No direct payment shall be made to the Grant Recipient for providing any reports required under this Agreement and the cost of producing such reports shall be included in the Grant Funds.

5.4 Failure to comply with quarterly reporting requirements will result in the Adams County Opioid Council requiring that Grant Funds be repaid.

6. Records Retention.

6.1 The Grant Recipient shall maintain a complete set of books and records documenting its use of Grant Funds and its supervision and administration of the various programs/projects funded for five (5) years after all funds have been expended under the Agreement. Records are to include documentation verifying project eligibility and financial and other administrative aspects involved in use of the Grant Funds.

6.2 The Grant Recipient shall, upon request and during normal business hours, shall make records available for review by the Abatement Council, the Adams County Opioid Council, and the County, so that compliance with the terms of this Agreement may be confirmed. Records requested by the public shall be produced in accordance with the Colorado Open Records Act, C.R.S. §24-72-201 et seq. (“CORA”) and the Opioid MOU. Records requested by the Abatement Council, the County or the Adams County Opioid Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party’s obligations under CORA or the Opioid MOU.

7. Disallowance. In the event that the Grant Recipient expends Grant Funds for a use which is not an Approved Use, misrepresented any information on the application for Grant Funds, cannot meet any obligations of this Agreement or otherwise does not comply with the terms of the Opioid MOU, or otherwise misuses the Grant Funds, the Abatement Council may seek reimbursement of the Grant Funds. In the event the Abatement Council seeks reimbursement of Grant Funds disbursed to the Grant Recipient by this Agreement, the Grant Recipient shall be solely responsible for reimbursing said funds, and, in the event the Abatement Council seeks reimbursement of Grant Funds disbursed by the Grant Recipient from the Adams County Opioid Council, the Grant Recipient shall reimburse the Adams County Opioid Council for any Grant Funds returned by the Adams County Opioid

Council on the Grant Recipient's behalf within thirty (30) days of the Adams County Opioid Council's request for reimbursement.

8. Compliance with Applicable Laws and Ordinances. The Grant Recipient agrees to comply with all applicable federal, state and local laws, ordinances and resolutions, during its performance under this Agreement.
9. Equal Opportunity. The County intends and expects that the Grant Recipient shall provide equal opportunity without regard to gender, race, ethnicity, religion, gender expression, gender identity, age or disability and that its contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Grant Recipient as subcontractors, contractors, or otherwise. Accordingly, the Grant Recipient shall not discriminate on any of the foregoing grounds in the performance of any agreement awarded to the Grant Recipient and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement.

10. Security Breaches and Personal Information.

10.1 If the Grant Recipient obtains personal identifiable information ("PII"), as that term is defined in C.R.S. § 24-73-101, during the course of this Agreement, the Grant Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. The Grant Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

10.2 In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, the Grant Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

10.3 The Grant Recipient agrees any PII, provided by or to the Grant Recipient for the purposes of this Program/Project will be utilized for the sole purpose of meeting reporting requirements. Misuse of PII will result in the termination of this Agreement.

10.4 The Grant Recipient shall destroy or properly dispose of the PII in a manner that is compliant with C.R.S. § 24-73-101 when that PII is no longer needed for the

performance of this Agreement. The Grant Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the PII obtained; and reasonably designed to help protect the PII from unauthorized access, use, modification, disclosure, or destruction.

11. Termination.

11.1 Termination With or Without Cause – The County reserves the right to terminate this Agreement with or without cause for its convenience or the convenience of others upon not less than thirty (30) days written notice.

11.2 Failure of Substantial Completion – The County, by written notice to the Grant Recipient may terminate this Agreement, at any time, in whole or in part, for failure of the Grant Recipient to substantially complete any portion of the work in conformance with this Agreement, suspension or termination may occur if the Grant Recipient materially fails to comply with any term of this Agreement.

12. Independent Contractor. The Grant Recipient is an independent contractor with respect to the services to be performed under this Agreement and shall be entirely responsible for the acts of the organization, and organization’s employees, agents, servants and subcontractors during the term and performance of this Agreement. No employee, agent, or subcontractor of the Grant Recipient shall be deemed to be an employee, agent or servant of the County because of the performance of any services funded under this Agreement. The Grant Recipient, at its expense, shall procure and maintain worker’s compensation insurance as required pursuant to C.R.S. § 8-40-202(2)(b)(IV).

13. Failure to Comply. The Grant Recipient’s failure to perform to the terms of this Agreement may preclude the Grant Recipient from receiving future funding from the Adams County Opioid Council for at least one calendar year. The Adams County Opioid Council, at its sole discretion, may require repayment of any Grant Funds previously paid under this Agreement.

14. Authorization. Each Party represents and warrants that it has the power and ability to enter into this Agreement and to perform the obligations herein described.

15. Jurisdiction and Venue. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

16. No Wavier of Governmental Immunity Act. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

17. Insurance: The Contractor agrees to maintain insurance of the following types and amounts:

17.1 Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

17.1.1 Each Occurrence: \$1,000,000

17.1.2 General Aggregate: \$2,000,000

17.2 Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

17.2.1 Bodily Injury/Property Damage: \$1,000,000 (each accident)

17.2.2 Personal Injury Protection: Per Colorado Statutes

17.3 Workers' Compensation Insurance: Per Colorado Statutes

17.4 Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

17.4.1 Each Occurrence: \$1,000,000

17.4.2 This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

17.5 Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

17.5.1 Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.



17.5.2 The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

17.5.3 Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

17.6 Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

17.7 Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

17.8 Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by properly authorized signatories as of the date and year first set forth above.

SIGNATURE PAGES FOLLOW

ADAMS COUNTY, COLORADO

APPROVED AS TO FORM

\_\_\_\_\_  
BY: \_\_\_\_\_

\_\_\_\_\_  
Adams County Attorney's Office

ATTEST

\_\_\_\_\_  
Clerk and Recorder

GRANT RECIPIENT:

	Mayor
Signature	Title
Printed Name	Date

STATE OF COLORADO    )

) ss.

ADAMS COUNTY         )

2024

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, ~~2023~~ by Meredith Leighty  
as Mayor of the City of Northglenn, Colorado, the [\_\_\_\_\_] herein  
named.

WITNESS my hand and official seal.

My Commission expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**SCOPE OF WORK AND BUDGET**

- This grant will provide direct financial assistance to those who are needing treatment to provide access to a facility which does use evidenced based practices to treat substance use disorder.
- This grant will also provide direct financial assistance to those accessing sober living facilities that are supported with therapy which are different than sober living facilities which are peer run.

<b>Category</b>	<b>Item</b>	<b>Cost per client</b>	<b>Total Clients</b>	<b>Total Cost</b>
Treatment	30-day Inpatient Residential Treatment	\$ 37,500	5	\$ 187,500
Treatment	Transportation to/from treatment	\$ 200	5	\$ 1,000
Treatment	Detox Services	\$ 800	5	\$ 4,000
Recovery	2-month stay in sober living home	\$ 2,000	5	\$ 10,000
			<b>Total:</b>	<b>\$ 202,500</b>