

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND THE CITIES OF ARVADA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, AND THE TOWN OF BENNETT FOR DISTRIBUTING THE STATE FUNDS RECEIVED THROUGH THE CENSUS OUTREACH GRANT PROGRAM C.R.S. § 24-32-125**

This Intergovernmental Agreement (“IGA”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as “County” and the City of Arvada, Colorado, located at 8101 Ralston Road, Arvada, Colorado 80002 ; the City of Brighton, Colorado, located at 500 South 4<sup>th</sup> Avenue, Brighton, Colorado 80601; the City of Commerce City, Colorado, located at 7887 East 60<sup>th</sup> Avenue, Commerce City, Colorado 80022; the City of Federal Heights, Colorado, located at 2380 West 90<sup>th</sup> Avenue, Federal Heights, Colorado, 80260; the City of Northglenn, Colorado, located at 11701 Community Center Drive, Northglenn, Colorado 80233; the City of Thornton, Colorado, located at 9500 Civic Center Drive, Thornton, Colorado 80229; the City of Westminster, Colorado, located at 4800 West 92<sup>nd</sup> Avenue, Westminster, Colorado 80031; and the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102; collectively referred to herein as “Municipalities”. The County and Municipalities may be collectively referred to herein as the “Parties”.

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the Parties are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and,

WHEREAS, the Parties intend to enter this IGA to address the acquired funding through the Census Outreach Grant Program (“Grant”) with Adams County; and,

WHEREAS, the total Grant award to Adams County is four-hundred twenty thousand dollars (\$420,000); and,

WHEREAS, the County intends to distribute thirty-thousand dollars (\$30,000) in Grant funds to each of the Municipalities; and,

WHEREAS, the Parties intend that the Municipalities will use the Grant funds in the development of Community Hubs and Outreach efforts; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

## **SECTION 1- SCOPE OF THE IGA**

The Parties will perform their obligations under this IGA according to the Scope of Work, attached hereto and fully incorporated herein as Attachment A.

## **SECTION II- TERM OF THE IGA**

The Term of this IGA shall be from the date entered by each municipality through June 30, 2020 (the grant period). Any work done outside of the grant period cannot be reimbursed by Adams County.

## **SECTION III- DISTRIBUTION OF GRANT FUNDS**

Adams County agrees to distribute \$30,000 to each Municipality for Community Hubs and other Census-related outreach efforts. Adams County will distribute these funds within 30 days after the Municipality has signed this agreement and provided their contribution to the Census Liaison as detailed in the “Intergovernmental Agreement for Sharing the Cost of a Census Liaison Position in Adams County” previously entered by the Parties.

As a Subgrantee of the Grant funds, each Municipality agrees to abide by all terms, conditions, reporting, and audit requirements contained in the CENS-190-003, Adams County, 2020 Census Outreach Grant Program award letter attached hereto and fully incorporated herein as Attachment B.

Monthly reporting includes completion and submission of the Monthly Report Form to Adams County’s Census Liaison no later than the last day of each month, which is attached hereto and fully incorporated herein as Attachment C.

## **SECTION IV- ANNUAL APPROPRIATIONS**

Nothing herein shall constitute a multiple fiscal year obligation of any Party pursuant to Article X, Section 20, of the Colorado Constitution (TABOR). Each Party's financial obligations under this Agreement are contingent upon its legislative body's annual appropriation of funds to discharge the obligations set forth in this Agreement.

## **SECTION V - INDEPENDENT CONTRACTOR**

In providing services under this IGA, the County acts as an independent contractor and not as an employee of the Municipalities. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of the Municipalities because of the performance of any services or work under this IGA. The County, at its sole expense, shall procure and maintain workers’ compensation insurance and unemployment compensation insurance as required under Colorado law. **Pursuant to the Workers’ Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers’**

**compensation benefits from the Municipalities. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.**

## **SECTION VI - NONDISCRIMINATION**

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

## **SECTION VII- HOLD HARMLESS**

Each Party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement, and further, each Party, to the extent authorized by law, agrees to hold harmless the other for such actions or omissions of its own employees and/or agents. It is agreed that such liability for actions and omissions of agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, no Party waives nor intends to waive, as to any person not a party to this Agreement the limitations on liability which are provided to each party under the Colorado Governmental Immunity Act § 24-10-101, C.R.S.

## **SECTION VIII - INSURANCE AND GOVERNMENTAL IMMUNITY**

During the term of this IGA, the County agrees to maintain insurance in all forms and types as required by law through either commercial policies or self-insurance. Nothing in this IGA shall be construed as a waiver by any party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

## **SECTION IX - TERMINATION**

Any Party may terminate its participation in this IGA upon the provision of written notice to the other Parties at least 30 days prior to the effective date of the termination.

## **SECTION X - MUTUAL UNDERSTANDINGS**

### **A. Jurisdiction and Venue**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17<sup>th</sup> Judicial District, Colorado.

### **B. Compliance with Laws**

During the performance of this IGA, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit

requirements. The Parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this IGA that are considered to be “Protected Health Information.”

C. Record Retention

The County and Municipalities shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

D. Monitoring

Adams County will monitor the Municipalities performance of its obligation under this agreement using procedures as determined by Adams County. Adams County shall monitor the Municipalities performance in a manner that does not unduly interfere with the Municipalities performance of the Work.

E. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by any party without the prior written consent of the Parties.

F. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

G. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Attn: County Manager's Office  
4430 South Adams County Parkway  
Brighton, CO 80601  
Phone: 720-523-6829  
Facsimile: 720-523-6045

For the Municipalities:

City of Arvada  
Attn: City Manager  
8101 Ralston Road  
Arvada, CO 80002  
Phone: 720-898-7500  
Facsimile: 720-898-7515

Copy to: City of Arvada  
Attn: City Attorney  
8101 Ralston Road  
Arvada, CO 80002  
Phone: 720-898-7175  
Facsimile: 720-898-7175

City of Brighton  
Attn: City Manager  
500 South 4<sup>th</sup> Avenue  
Brighton, CO 80601  
Phone: 303-655-2000  
Facsimile: XXX

City of Commerce City  
Attn: City Manager  
7887 East 60<sup>th</sup> Avenue  
Commerce City, CO 80022  
Phone: 303-289-3600  
Facsimile: XXX

City of Federal Heights  
Attn: City Manager  
2380 West 90<sup>th</sup> Avenue  
Federal Heights, CO 80260  
Phone: 303-412-3525  
Facsimile: XXX

City of Northglenn  
Attn: City Manager  
11701 Community Center Drive  
Northglenn, CO 80233  
Phone: 303-450-8709  
Facsimile: XXX

City of Thornton  
Attn: City Manager  
9500 Civic Center Drive

Thornton, CO 80229  
Phone: 303-538-7200  
Facsimile: 303-538-7562

City of Westminster  
Attn: City Manager  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Phone: 303-658-2006  
Facsimile: 303-706-3921

Town of Bennett  
Attn: Town Administrator  
207 Muegge Way  
Bennett, CO 80102  
Phone: 303-644-3249  
Facsimile: 303-644-4125

H. Integration of Understanding

This IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This IGA may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

L. Severability

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each Party represents and warrants that it has the power and ability to enter this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

Approved as to form:

\_\_\_\_\_  
Deputy Clerk

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



**CITY OF ARVADA**

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Marc Williams, Mayor  
8101 Ralston Road, P.O. Box 8101  
Arvada, CO 80001

Date: \_\_\_\_\_

ATTEST:

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Kristen R. Rush, City Clerk

APPROVED AS TO FORM:

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Office of the City Attorney

**CITY OF BRIGHTON, COLORADO**

\_\_\_\_\_  
GREG MILLS, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
JACK D. BAJOREK, City Attorney

**CITY OF COMMERCE CITY, COLORADO**

**CITY OF FEDERAL HEIGHTS, COLORADO**

\_\_\_\_\_  
Linda S. Montoya, Mayor

ATTEST:

\_\_\_\_\_  
Patti K. Lowell, CMC, Town Clerk

\_\_\_\_\_  
William P. Hayashi, City Attorney

**CITY OF NORTHGLENN, COLORADO**

**CITY OF THORNTON, COLORADO**

**By:** \_\_\_\_\_  
Kevin S. Woods, City Manager

ATTEST:

\_\_\_\_\_  
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Luis A. Corchado, City Attorney

**CITY OF WESTMINSTER, COLORADO**

**TOWN OF BENNETT**

\_\_\_\_\_  
Royce D. Pindell, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lynette F. White, MMC, Town Clerk



## ATTACHMENT A

### SCOPE OF WORK

#### CENSUS OUTREACH GRANT PROGRAM

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The Census Outreach Grant Program initiative was funded by HB 19-1239, which provides state funds as grants to local governments, intergovernmental agencies, councils of government, housing authorities, school districts, and nonprofit organizations to support the accurate counting of the population of the state for the 2020 Census.

The Adams County Complete Count Committee, which is led by the Census Liaison and includes members of the Municipalities, local school districts, community organizations, among other members, applied for a grant towards a regional outreach effort that includes the development of community hubs. Adams County was awarded \$420,000 through the State of Colorado's Census Outreach Grant Program.

#### CENSUS OUTREACH BUDGET

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Adams County, through its Complete Count Committee, is receiving the second highest award through the Census Outreach Grant Program. Of the full amount, \$240,000 will be distributed to the Municipalities through this IGA, where each Municipality will receive \$30,000.

	<b>Budgeted Amount</b>	<b>Notes</b>
Adams County - Collective Census Outreach Support (Countywide)	\$60,000	Advertisements, billboards, postcards, digital tool kits, social media boosts, and other outreach support
City of Arvada	\$30,000	Outreach costs
Town of Bennett	\$30,000	Outreach costs
City of Brighton	\$30,000	Outreach costs
City of Commerce City	\$30,000	Outreach costs
City of Federal Heights	\$30,000	Outreach costs
City of Northglenn	\$30,000	Outreach costs
City of Thornton	\$30,000	Outreach costs
City of Westminster	\$30,000	Outreach costs
Homelessness Outreach Hub	\$30,000	Through community partners
Senior Outreach Hub	\$30,000	Through community partners
Vision Impaired Hub	\$30,000	Through community partners
Additional ESL Hub	\$30,000	Through community partners
<b>Total</b>	<b>\$420,000</b>	

## **MUNICIPAL ENGAGEMENT**

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The Census Outreach Program Grant budget allows for \$30,000 disbursement to each municipality in the development of Community Hubs, which are designed to allow for residents to complete their Census onsite. Municipalities can collaborate with organizations and agencies in their communities for these hubs, which should be in gathering places for residents within their communities in targeted hard-to-count areas.

Grant dollars can and be used for Hub event rentals, social media posts, additional media ads, interpretation services, professional services, administrative support, and other outreach costs. The funding cannot be used for food and beverages per Census Outreach Grant Program policies.

The Adams County Census Liaison will continue to work with Adams County Complete Count municipal designees to execute the grant and its outreach efforts.

## **ATTACHMENT B**



**COLORADO**  
**Department of Local Affairs**  
Division of Local Government

November 16, 2019

Adams County  
Eva J. Henry, Commissioner, Board of County Commissioners  
4430 S. Adams County Parkway  
Brighton, CO 80601

**RE: CENS-19-003, Adams County, 2020 Census Outreach Grant Program - Award and Next Steps**

Dear Commissioner Henry:

The Census Outreach Grant Program initiative was funded by HB 19-1239, which provides state funds as grants to local governments, intergovernmental agencies, councils of government, housing authorities, school districts, and nonprofit organizations to support the accurate counting of the population of the state for the 2020 Census.

Your proposal was reviewed based on the factors included in the Notice of Funds Available (NOFA) such as capacity, outreach in Hard-to-Count communities in the state, size, geographical area, demographic diversity, and target population. As DOLA's Executive Director, I am pleased to inform you that I have approved funding to your organization. Your application and DOLA's award letter serves as your contract with the State. No further contracting is required. By opting into this program through the application process, you are eligible to receive an award in the amount of **\$420,000.00** for 2020 Census outreach, education and promotion to focus on hard-to-count communities in the state and to increase the self-response rate and accuracy of the 2020 census.

By submitting your application, you have agreed to the following:

- Requirements for this grant funding include attendance at a Census 101 training hosted by the Department of Local Affairs, as well as monthly reporting.
- Expenditure of funds prior to the Effective Date of this Grant Award Letter cannot be reimbursed by the State. Per our program guidelines, this offer is valid for 15 days from the Effective Date of this letter.
- Award funds will only be spent on costs for 2020 Census outreach, education and promotion. Purchases must be made **IN THE SPIRIT OF YOUR APPLICATION** after this award letter is executed and prior to June 30, 2020.
  - Eligible expenses include **ITEMS IN ACCORDANCE WITH YOUR APPLICATION ACTIVITIES**: activities intended to conduct 2020 census outreach, education and promotion to focus on hard-to-count communities in the state and to increase the self-response rate and accuracy of the 2020 Census in the state, or to further grant money to other local governments, intergovernmental agencies, councils of government, housing authorities, school districts or nonprofit organizations.
  - Non-eligible expenditures include, but are not limited to, the following: salaries above \$30,017 for Manager level positions, salaries above \$23,734 for Educator/Supervisor positions, wages above \$20.50 per hour for outreach worker positions, payroll expenses, accounting expenses, excessive marketing and outreach material costs, tablets costing more than \$150 for metropolitan areas, computers costing more than \$250 for metropolitan areas, cell phones, activities or events budgeted beyond June 30, 2020, existing Executive Director salaries, overnight lodging costs, excessive administrative costs, costs for proposed work already being completed by the U.S. Census Bureau, fringe benefits, taxes, location fees, office rental space, gift cards, door prizes, fiscal agent fees, contingency, vehicle purchases, child care, fees for pre-planned events, ineligible subrecipients such as State or Federal operations, potential employment, funds not designated to a specific purpose.
- Grant recipients must provide DOLA with a monthly itemized report on how grant funds were spent and must include documentation of the paid expense (such as a cancelled check, receipt or bank statement).
- DOLA reserves the right to initiate detailed monitoring of any grant recipient at its sole discretion. Monitoring may be onsite or by desk review and will include verification of monthly reports using receipts and other financial documentation as provided by the grantee. The review shall provide assurance that the information self-reported by eligible entities is accurate and complete, and identify unallowable or

Governor Jared S. Polis | Rick M. Garcia, Executive Director | Chantal Unfug, Division Director  
1313 Sherman Street, Room 521, Denver, CO 80203 P 303.864.7720 TDD/TTY 303.864.7758 www.dola.colorado.gov



questionable expenditures for follow-up. When concerns are noted during the review process, documentation to verify the eligible entities' expenditures or accounting practices shall be provided to DOLA. Funds spent outside of the statutory intent must be returned to DOLA within 30 days of identification of improper use.

Next Steps:

- You must make a single payment request for your full award amount ("One-Check" payments) using DOLA's online portal system. Payment requests must be submitted within 15 days after the Effective Date of this signed award letter.

Thank you for your interest in the Census Outreach Program. Please contact Matt Freeman, at 303-864-7705 if you have any questions.

Sincerely,



Rick M. Garcia  
Executive Director

cc: Crystal Elliott  
Alison Williams Helm, DOLA  
Matt Freeman, DOLA

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:



DFA94368247F476...

By: Yingtse Cha, Controller Delegate  
Department of Local Affairs

Effective Date: 11/19/2019 | 12:09 PM MST

<b>CENS</b>	<b>CMS# 148175</b>
<b>VCUST#</b> <b>VC# 14235</b>	<b>Address</b> <b>Code CN007 EFT</b>



## ATTACHMENT C

### MONTHLY REPORT FORM

All receipts must be kept and can be requested by DOLA at any time.

For Questions: contact Crystal Elliott at [celliot@adcogov.org](mailto:celliot@adcogov.org)

(1.)	(2.)	(3.)
\$ of Census funds used	Date of Expense	Description of Expense