



Procurement and Contract Cover Sheet

For Goods and Services

PROJECT INFORMATION

Description: Adams County Co-Response Grant Agreement
 Department: Finance Division: Grant Office
 Contract/Project Manager: Jenny Penoncello Phone: 303-227-8832

SOLICITATION INFORMATION

Solicitation type:	Select Type of Solicitation	Date Submitted for Approval:	Select Date
<i>Must have City Attorney approval prior to formal solicitation.</i>		Council Approval (+\$250k):	Select Date
		Resolution No.:	Type Number
Attach applicable selection form: Procurement Justification; Collaborative Purchasing Documentation; Quotes Documentation.			
Comments: Type any comments relevant to procurement			

CONTRACT/PROCUREMENT APPROVAL (Obtain after selection of vendor using required solicitation method.)

Contractor Name:	Adams County	Contract Term	None
Type of contract:	Other	Renewals:	N/A
Selected by 5% local preference:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Termination Date:	Select Date or Type None or Single Use
Dollar Amount (All Years):	\$ 261,250	Renewal Increase:	Enter, if any.
Vendor verified with State (SOS)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Date:	Select date
		Federal funding? If yes, attach EPLS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Verify funding available:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Date:	Select date
		Grant Funding?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source: (include account number, if available) ARPA (Passed through Adams County)			
Procurement Approval Required: \$75k - \$250k - City Manager - Formal Solicitation Req'd (Signature required prior to contract routing.)		Signature: _____	
Contract Signature Required: \$75k - \$250k - City Mgr. - Formal Solicitation (If contract required.)		Name: Type Name of Procurement Approver	

Reviewers:

Assistant City Manager: Initial SLU 10/31/2024 | Risk Manager: Initial _____ N/A
 City Attorney: DS SG 10/31/2024 | 4:33
Initials/Date Initials/Date Initials/Date

Route contract in the following order for signature (as required):

- 1. Vendor / Contractor
- 2. Department
- 3. City Attorney
- 4. City Manager/City Council
- 5. City Clerk
- 6. Return to: Jenny Penoncello

Additional Notes: The City received \$251,250 in ARPA Funds from Adams County for a Co-Response Program.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF COMMERCE CITY POLICE DEPARTMENT REGARDING DISBURSEMENT OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is made this 28th day of August 2024, by and between Adams County, located at 4430 S. Adams County Parkway, Brighton, CO 80601 (“County”) and Commerce City Police Department, located at 7887 E 60th Avenue, Commerce City, CO 80022 (“Subrecipient”), and collectively, “Parties.”

WITNESSETH:

WHEREAS, the COVID-19 pandemic has created myriad economic distress and unanticipated costs in Adams County to individuals, families, and businesses; and,

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund (“CSFRF”), and Coronavirus Local Fiscal Recovery Fund (“CLFRF”), collectively, the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”); and,

WHEREAS, SLFRF provides resources to respond to the COVID-19 public health emergency, its economic impacts, and rebuild a stronger, more equitable economy as the country recovers; and,

WHEREAS, the County received an allocation of SLFRF from the United States Treasury (“Treasury”) to support recovery efforts including the ability to provide funding to subrecipients to spend on eligible expenditures under ARPA; and,

WHEREAS, within the eligible use categories outlined in the provisions of ARPA and 31 CFR Part 35, the County has flexibility to determine how best to use payments from ARPA to meet the needs of their communities and populations provided the uses meet the objectives outlined in Section 603(c) of the Social Security Act as added by Section 9901 of ARPA (“SLFRF Objectives”); and,

WHEREAS, pursuant to the terms of this Agreement, the County wishes to disburse to the Subrecipient, and the Subrecipient wishes to receive from the County, SLFRF for disbursement to serve Adams County residents for COVID-19 recovery related costs.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Project.

Project Name:	City of Commerce City – CCPD Co-Response Program
Project Purpose:	See <u>Exhibit A – Scope of Service</u>
Subrecipient Project Manager Contact Information:	Deputy Chief Gregory Sadar Deputy Chief of Police Services (303) 289-3677 gsadar@c3gov.com
Grant Amount:	\$261,250.00 See <u>Exhibit B – Budget and Leveraging</u>
Grant Program Manager	Long-Term Recovery & Major Initiatives arpagrant@adcogov.org

B. Project Description. Exhibit A outlines the scope of the Project, which exhibit is incorporated herein by reference. Exhibit B outlines the budget for the Project, which exhibit is incorporated herein by reference.

II. FUNDING

- A. It is expressly agreed and understood that the total amount to be paid by the County to the Subrecipient under this Agreement **shall not exceed \$261,250.00**.
- B. Funding may be used for the eligible expenditures for the Project listed in Exhibit A incurred and obligated between September 1, 2024, through December 31, 2026. Any SLFRF not spent by December 31, 2026, shall be returned to the County so that the County's obligation to return unspent SLFRF to the Treasury may be timely fulfilled.
- C. The County will disburse the funds allocated to the Subrecipient in a maximum of three equal payments. Each payment of one-third of the total allocation will be disbursed to the Subrecipient only after the County receives an invoice from the Subrecipient for each one-third payment. Once the Subrecipient expends 75% from the one-third payment received, the Subrecipient can invoice the County for the next one-third payment.
- D. The Subrecipient understands and agrees that the County's obligation to disburse SLFRF is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails

to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.

- E. The Subrecipient must submit reports on the expenditures of its SLFRF, including the amount and purpose of each expenditure, to the County monthly. The County shall not disburse its subsequent payments (if applicable) if the Subrecipient has not complied with this monthly reporting requirement for each of its previous payments.
- F. The County's fiscal year is the calendar year. The County and Subrecipient acknowledge and agree that the County's obligations under this Agreement shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the County within the meaning of Article X, Section 20 of the Colorado Constitution.

III. REPORTING:

- A. The Subrecipient shall submit the reports outlined in Exhibit C, which exhibit is incorporated herein by reference, monthly no later than the 10th day of each month starting the first month after this Agreement is executed.
- B. No direct payment shall be made to the Subrecipient for providing any reports required under this Agreement and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Agreement are based on guidance from the Office of Management and Budget ("OMB"), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of the Subrecipient's obligations under this Grant.

IV. AGREEMENT TERM: The Agreement term shall run from the date indicated above through December 31, 2026.

V. PROJECT SCOPE

- A. Exhibit A outlines the Scope of Services for the project. The County shall have no liability to compensate the Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Project.
- B. SLFRF shall be spent solely for expenditures allowed under the SLFRF Objectives. The Subrecipient shall adhere to any regulations or guidance issued by the Treasury and other statutory and regulatory requirements.
- C. Based on guidance from the U.S. Treasury, SLFRF must be used for the following four statutory categories:

- 1) To respond to the COVID-19 public health emergency or its negative economic impacts;
- 2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who performed essential work;
- 3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and.
- 4) To make necessary investments in water, sewer, or broadband infrastructure.

This funding award to the Subrecipient is not available for the provision of government services related to revenue reduction, under 3) above.

- D. This funding award is not for research and development. The indirect cost rate is not applicable.

VI. ACCOUNTING

- A. The Subrecipient agrees to comply with the accounting principles and procedures required by 2 CFR 200, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient also agrees to be solely responsible for ensuring that it disburses and accounts for the SLFRF received from the County in strict compliance with SLFRF Objectives, any regulations or guidance issued by the Treasury, and other statutory and regulatory requirements.
- B. The Subrecipient shall maintain a complete set of books and records documenting its use of SLFRF and its supervision and administration of the various projects funded. Records are to include documentation verifying project eligibility and financial and other administrative aspects involved in use of the funds.
- C. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after all funds have been expended or returned to the Treasury.
- D. The Subrecipient shall, upon request and during normal business hours, provide full access to these books and records to the County, employees of the Treasury, any Office of Inspector General ("OIG"), the General Accounting Office ("GAO"), and the Pandemic Relief Accountability

Committee ("PRAC") so that compliance with federal laws and regulations may be confirmed.

VII. DATA PROTECTION

- A. The Subrecipient agrees any personal identifiable information ("PII"), as defined in C.R.S. § 24-73-101, provided by or to the Subrecipient for the purposes of participating in the County's SLFRF program will be utilized for the sole purpose of meeting federal and county reporting requirements. Misuse of PII will result in the termination of this Agreement.
- B. The Subrecipient 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 Subrecipient 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.
- C. In the event of a security breach, as defined in C.R.S. § 24-72-103, that compromises computerized data that includes PII subject to this Agreement, the Subrecipient 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 PII 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.
- D. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

VIII. DISALLOWANCE: In the event of non-compliance with its legislative and regulatory mandates, the Treasury may seek reimbursement of SLFRF it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds disbursed by the Subrecipient, the Subrecipient shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds disbursed by the Subrecipient from the County, the Subrecipient shall reimburse the County for any funds returned by the County on the Subrecipient's behalf within thirty days of the County's reimbursement.

IX. TERMINATION

- A. 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.
- B. Failure of Substantial Completion – The County, by written notice to the Subrecipient may terminate this Agreement, at any time, in whole or in part, for failure of the Subrecipient to substantially complete any portion of the work in conformance with this Agreement. In accordance with 2 CFR Part 200 or successor regulations, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement.

X. COMPLIANCE

- A. The Subrecipient agrees to comply with all applicable federal, state, and local laws, regulations and guidance documents governing the funds provided under this Agreement. All responsibilities of the Subrecipient enumerated herein shall also be subject all applicable County ordinances, resolutions, rules, and regulations. The Subrecipient shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations without the necessity of either party executing any further instrument.
- B. The Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information. 24 CFR 570.609 prohibits grantees from entering into contracts with debarred, suspended, or ineligible Subrecipients for the purposes of implementing the activity for which these funds have been allocated. If the Subrecipient is debarred or suspended anytime during the term of this Agreement, it must immediately notify the County. By signing this Agreement, the Subrecipient hereby certifies that it is not excluded or disqualified by the federal government.

XI. RIGHT TO AUDIT

- A. The subrecipient agrees to cooperate with the County fully and completely in any audit of the SLFRF provided to the Subrecipient pursuant to this Agreement. If the County incurs legal expenses relating to an audit of the Subrecipient's expenditure of SLFRF, the Subrecipient agrees to pay the County's reasonable attorneys' fees and costs associated with such audit and/or any legal action in which the Subrecipient is alleged to have used the SLFRF for the Subrecipient's ineligible expense.

B. If a Subrecipient expends \$750,000 or more in federal awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507) and 2 CFR 200.501.

1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if the Subrecipient expends federal awards under only one federal program (excluding research and development) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of County. A program-specific audit may not be elected for research and development unless all of the federal awards expended were received from County and County approves in advance a program-specific audit.

2. Exemption. If a Subrecipient expends less than \$750,000 in federal awards during its fiscal year, the Subrecipient shall be exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Treasury, OIG, PRAC, the State of Colorado, and the County.

3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. The Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

XII. PUBLIC NECESSITY: The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in Adams County in the COVID-19 recovery.

XIII. INSURANCE: The Subrecipient agrees to maintain insurance of the following types and amounts:

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

- i. Each Occurrence: \$1,000,000
- ii. General Aggregate: \$2,000,000

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

- i. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- ii. Personal Injury Protection: Per Colorado Statutes

C. Workers' Compensation Insurance: Per Colorado Statutes

D. 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.

- i. Each Occurrence: \$1,000,000
- ii. This insurance requirement applies only to the Subrecipients 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.

E. Adams County as "Additional Insured": The Subrecipient'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:

- i. 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 Subrecipient.
- ii. 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.
- iii. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Subrecipient.

- F. Licensed Insurers: All insurers of the Subrecipient must be licensed or approved to do business in the State of Colorado. Upon failure of the Subrecipient 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 Subrecipient in obtaining and/or maintaining any required insurance shall not relieve the Subrecipient from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Subrecipient concerning indemnification.
- G. 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.
- H. Proof of Insurance: At any time during the term of this Agreement, the County may require the Subrecipient to provide proof of the insurance coverage or policies required under this Agreement.

XIV. LIABILITY

- A. Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.
- B. The Parties hereto understand and agree that the County, its officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

XV. NOTICES

- A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206
Attn: Long-Term Recovery & Major Initiatives
arpagrant@adcogov.org

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206
720-523-6116

For the Subrecipient:

Jason Rogers
City Manager, City of Commerce City
(303) 289-3678
jrogers@c3gov.com

Attn: Jason Rogers

B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or the Subrecipient. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement. If there is a change in the representative for either Party, they shall provide updated contact information for the new representative as soon as practical.

- XVI. AMENDMENTS: This Agreement contains all of the terms agreed upon by and among the Parties. Any amendments or modifications to this Agreement shall be in writing and executed by the Parties hereto to be valid and binding.
- XVII. SEVERABILITY: If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.
- XVIII. APPLICABLE LAWS: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

- XIX. ASSIGNABILITY: No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning party or parties to this Agreement.
- XX. BINDING EFFECT: The provisions of this Agreement shall bind and shall inure to the benefit of the Parties hereto and to their respective successors and permitted assigns.
- XXI. EMPLOYMENT STATUS: This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.
- XXII. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.
- XXIII. APPROPRIATIONS
- Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the County and the Subrecipient, as applicable.
 - This Agreement involves funds from a federal grant. The Subrecipient shall include in every contract it enters, which relies upon SLFRF for funding, a non-appropriation clause that will protect itself and the County from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever which might result from the discontinuance of funding for any reason.
- XXIV. NO THIRD-PARTY BENEFICIARIES: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or party other than either one of the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- XXV. SUSPENSION OR TERMINATION: This Agreement may be suspended or terminated by the County if the Subrecipient materially fails to comply with any term of this Agreement or Colorado common law. This Agreement may also be terminated by the County with or without cause by giving written notice to the Subrecipient of such termination and specifying the effective date of such termination. In such event, all

finished or unfinished documents, data, studies, and reports prepared by the Subrecipient pursuant to this Agreement shall become the County's property. The Subrecipient shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work required under this Agreement and completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient.

XXVI. INDEMNIFICATION: The County cannot, and by this Agreement does not, agree to indemnify, hold harmless, exonerate, or assume the defense of the Subrecipient or any other person or entity whatsoever, for any purpose whatsoever.

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

SIGNATURE PAGES FOLLOW

SUBRECIPIENT

DocuSigned by:
Jason R. Rogers
A1672F8B883F4CD...
By: Jason Rogers, City Manager

ATTEST:

Signed by:
Kim Garland
490563DCE8E6424...

APPROVED AS TO FORM:

DocuSigned by:
Sarah Geiger
A1E654A2404E470...

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2024 by
as _____ of _____, the [_____]
herein named.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT A SCOPE OF SERVICES

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Agreement Number: ARPA-24-22
- Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds
- Federal Award Identification Number (FAIN): SLFRP1046
- Unique Entity Identifier: KS2GKPTZN997
- Assistance Listing Number: 21.027
- Federal Award Date: March 11, 2021
- Subaward Period of Performance: September 1, 2024, to December 31, 2026
- Federal Awarding Agency: United States Department of the Treasury
- Name of Pass-Through Entity: Adams County, Colorado
- Contact Information for Pass-Through Entity: Long-Term Recovery & Major Initiatives, arpagrants@adcogov.org
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for Federal Award: Not Applicable

Scope of Services	
SLFRF Eligible Category Expenditures	<p>1. Public Health <i>Behavioral Health</i> 1.12 Mental Health Services</p>
Performance Address(es)	Various Locations
Project Description	<p>A Co-Response Program (CRP) will pair officers with behavioral health professionals to provide prompt on-scene assessment, stabilization, referrals and follow-up for those experiencing mental health crises, substance issues, or homelessness. The CRP aims to enhance crisis support through trained professionals, improve outcomes post-interaction with the Commerce City Police Department (CCPD), and build partnerships between CCPD and community resource providers.</p>
Target Population	<p>The CRP aims to serve all residents of the city in need of crisis intervention and behavioral health support. The program's priority is to provide services to vulnerable residents with a higher risk for mental health crises, substance abuse issues, and situations resulting from homelessness and poverty.</p>
Milestones/ Performance Metrics	<p>Short-term:</p> <ul style="list-style-type: none"> • Hire full-time Mental Health Clinician and Case Manager positions in the Commerce City Police Department to staff the Co-Response Program. • Equip 130 CCPD officers with the skills needed to effectively collaborate with behavioral health professionals and implement best practices within the first year of grant period. • Purchase office furniture, computer(s), tracking software, police radio(s), and office supplies needed to get program running effectively. <p>Mid-term:</p> <ul style="list-style-type: none"> • Improve CCPD officer knowledge and experience in handling mental health crises through sustained collaboration with mental health professionals. • Improve CCPD officer knowledge/experience about mental health crises through collaboration with mental health professionals

	<ul style="list-style-type: none">• Reduce # of health crisis calls responded to by CCPD officers alone by 25% or 90 calls in the first year• Increase # of individuals connected to mental health services and resources after a crisis call by at least 25 in the first year• Reduce # of individuals placed on mental health holds or other charges by 25% or 40 people in the first year• Reduce # of frequent 911 users for mental health calls by 25% in the first year• Establish a list of resources for the community <p>Long-term:</p> <ul style="list-style-type: none">• Continuously improve CCPD officer knowledge and experience in handling mental health crises through collaboration with mental health professionals• Annually reduce # of health crisis calls responded to by CCPD officers alone by 25%• Annually increase # of individuals connected to mental health services and resources after a crisis call by at least 25 people• Annually reduce # of individuals placed on mental health holds or other charges by 25%• Annually reduce of frequent 911 users for mental health calls by 25%

EXHIBIT B

ORGANIZATION INFORMATION

ORGANIZATION CONTACT INFO	
Entity Name	Commerce City Police Department
Address	7887 E 60th Ave
City	Commerce City
State	CO
Zip	80022

AUTHORIZED REPRESENTATIVE	
First Name	Darrel
Last Name	Guadnola
Phone Number	303-227-8832
Email	dguadnola@c3gov.com

GRANT MANAGER	
First Name	Jenny
Last Name	Penoncello
Phone Number	303-227-8832
Email	grants@c3gov.com

ENTITY IDENTIFICATION NUMBERS	
Employer Identification Number	84-6006924
Unique Entity Identifier	KS2GKPTZN997
SAM.gov registration expiration date	1/9/2025

PROJECT BUDGET NARRATIVE

Commerce City has secured partial grant funding of \$208,400 to support the establishment and implementation of a Co-Responder Program. We are seeking additional funding to support the program through FY25 to demonstrate efficacy and budget integration. The grant would fund contractual behavioral health professionals (licensed psychologist, master's clinician, and part-time case manager); travel funds for an additional two CCPD officers to attend trainings on behavioral health models and best practices; annual and subscription costs for compliant tracking software for cases, necessary due to the sensitivity of the information being collected, which will assist in tracking data and making program improvements; to implement training for 130 sworn CCPD officers on collaborating with Behavioral Health Specialists on mental health calls and best practices; miscellaneous office supplies; and indirect costs.

PROJECT BUDGET

Source of Funds	Date Secured	AdCo C-19 Funds	Applicant	Partner Funds	Total Funding
Adams County COVID-19 Grant (AdCo C-19)		\$261,250.00			\$261,250.00
Commerce City Police Department					\$0.00
2024 Colorado State Crisis Intervention Program (SCIP) Funds	5/30/2024			\$208,400.00	\$208,400.00

[Partner Source]						
IN-KIND						\$0.00
	Commerce City Police Department				\$121,756.95	\$121,756.95
	[Partner Source]					\$0.00
	[Partner Source]					\$0.00
TOTAL SOURCE OF FUNDS					\$261,250.00	\$591,406.95

Budget Category	Narrative - explain and justify the need for each line item.	# of Units	Cost Per Unit	Total to be paid by grant	Applicant Funds	Cumulative Partner Funds	Total Funding
Personnel							
<i>Mental Health Clinician</i>	<i>Cost per unit is the average annual salary to hire a FTE Mental Health Clinician. The total funded grant period is 2-years. We request 14-months be covered by ADCO's grant. The salary cost per month is \$6,440.49.</i>	2.00	\$77,285.85	\$90,166.86		\$64,404.90	\$154,571.76
<i>Case Manager</i>	<i>Cost per unit is the average annual salary to hire a FTE Case Manager. The total funded grant period is 2-years. We request 14-months be covered by ADCO's grant. The salary cost per month is \$5,728.88.</i>	2.00	\$68,746.58	\$80,204.32		\$57,288.80	\$137,493.12
Fringe Benefits							
<i>Mental Health Clinician</i>	<i>Cost per unit is the average annual benefits for FTE Mental Health Clinician for 2-years. We request 14-months be covered by ADCO's grant. The fringe benefits cost per month is \$1,803.34.</i>	2.00	\$21,640.04	\$25,246.76		\$18,033.40	\$43,280.16
<i>Case Manager</i>	<i>Cost per unit is the average annual benefit cost for a FTE Mental Health Clinician for 2-years. We request 14-months be covered by ADCO's grant. The fringe benefits cost per month is \$1,604.09.</i>	2.00	\$19,249.04	\$22,457.26		\$16,040.90	\$38,498.16
Travel							

<i>Program Travel</i>	<i>Travel funds for CCPD staff to attend a Co-Responder Conference training. The total was calculated using the estimated sum of training costs, airfare, and daily per diem for up to 3 positions. Training on best practices is critical to program success as it strengthens the understanding and collaboration with behavioral health.</i>	2.00	\$4,000.00	\$3,424.80	\$2,000.00	\$5,424.80
Supplies / Program Expenses						
<i>Tracking Software</i>	<i>A compliant tracking software for cases is necessary due to the sensitivity of the information being collected. This software will also assist in tracking data and making program improvements. The funding is for annual costs and subscription costs. Additional ongoing costs beyond the grant period will be addressed through future CCPD budget requests. Grant request was based upon 15 months.</i>	2.25	\$10,000.00	\$12,500.00	\$10,000.00	\$22,500.00
<i>Training</i>	<i>Funding will be used to implement training for 130 sworn officers on collaborating with Behavioral Health Specialists on mental health calls and best practices.</i>	1.00	\$3,000.00	\$3,000.00		\$3,000.00
<i>Miscellaneous Office Supplies</i>	<i>Needed to establish the office space of the behavioral health providers and provide resources to accurately complete their desk work and reporting. Other supplies include paper, pens, printer ink, paper clips, and other miscellaneous supplies.</i>	1.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00
Indirect Expenses						
<i>10% De Minimis Rate</i>	<i>Modified total direct cost (MTDC) de minimis</i>	1.00	\$29,150.00	\$23,750.00	\$5,400.00	\$29,150.00
USE OF FUNDS - CASH SUBTOTAL				\$261,250.00	\$188,168.00	\$449,418.00

IN-KIND	Use of In-Kind Funds	# of Units	Cost Per Unit	AdCo C-19 Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Personnel							
<i>Project Manager, Deputy Chief Sadar</i>	Responsible for Implementation of Program; 25% of Time	2.25 Years	\$180,000.00		\$101,250.00		\$101,250.00
<i>Grant Administration, Finance Team</i>	Responsible for Grant Accounting & Administration; 5% of Time	2.25 Years	\$91,142.00		\$20,506.95		
USE OF FUNDS - IN-KIND SUBTOTAL					\$121,756.95	\$0.00	\$101,250.00

TOTAL PROJECT COST	\$261,250.00	\$121,756.95	\$188,168.00	\$550,668.00
Remember: the Total Project Cost row must equal the Total Source of Funds row				

Exhibit C

REPORTING REQUIREMENTS

Project Expenditure Category Group: Public Health or Negative Economic Impacts

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
- Brief description of how a recipient's response is related and reasonably proportional to public health or negative economic impact of COVID-19.
- Identification of impacted and/or disproportionately impacted communities
- Capital Expenditures
 - Presence of capital expenditure in project
 - Total projected capital expenditure
 - Type of capital expenditure
 - Written justification
 - Labor reporting
- Program income earned and expended to cover eligible project costs

Project Expenditure Category Group - Public Health or Negative Economic Impacts: Public Sector Capacity

- Project description
- Description of structure and objectives, including public health or negative economic impact experienced
- Description of relation to COVID-19
- Identification of impacted and/or disproportionately impacted communities
- Capital Expenditures
 - Presence of capital expenditure in project
 - Total projected capital expenditure
 - Type of capital expenditure
 - Written justification
 - Labor reporting
- Program income earned and expended to cover eligible project costs

Project Expenditure Category Group: Infrastructure Projects

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial data of locations to be served)
- Projects over \$10 million

- Prevailing wage certification or detailed project employment and local impact report
- Project labor agreement certification or project workforce continuity plan
- Prioritization of local hires
- Community benefit agreement description, if applicable

Broadband Projects

- Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to
 - Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have

increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

Household Assistance (EC 2.2), Long-Term Housing Security (EC 2.15-2.16) and Housing Support (EC 2.17-2.18):

- Number of households receiving eviction prevention services (including legal representation)
- Number of affordable housing units preserved or developed

Assistance to Unemployed or Underemployed Workers (EC 2.10) and Community Violence Interventions (EC 1.11):

- Number of workers enrolled in sectoral job training programs
- Number of workers completing sectoral job training programs
- Number of people participating in summer youth employment programs

Addressing Educational Disparities (EC 2.24-2.26) and Addressing Impacts of Lost Instructional Time (EC 2.27):

- Number of students participating in evidence-based tutoring programs

Healthy Childhood Environments (EC 2.11-2.14):

- Number of children served by childcare and early learning services (pre-school/pre-K/ages 3-5)
- Number of families served by home visiting

US Treasury Compliance and Reporting Guidance

**Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section for details)*

^Denotes areas where recipients must report on whether projects are primarily serving disproportionately impacted communities (see Project Demographic Distribution section for details)

Expenditure Category	EC28	Previous
		EC29
1: Public Health		
COVID-19 Mitigation & Prevention		
COVID-19 Vaccination [^]	1.1	1.1
COVID-19 Testing [^]	1.2	1.2
COVID-19 Contact Tracing [^]	1.3	1.3
Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.) ^{*^}	1.4	1.4
Personal Protective Equipment [^]	1.5	1.5
Medical Expenses (including Alternative Care Facilities) [^]	1.6	1.6
Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine) [^]	1.7	1.8
COVID-19 Assistance to Small Businesses [^]	1.8	-
COVID 19 Assistance to Non-Profits [^]	1.9	-
COVID-19 Aid to Impacted Industries [^]	1.1	-
Community Violence Interventions		
Community Violence Interventions ^{*^}	1.11	3.16
Behavioral Health		
Mental Health Services ^{*^}	1.12	1.1
Substance Use Services ^{*^}	1.13	1.11
Other		
Other Public Health Services [^]	1.14	1.12
Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	-	1.7
2: Negative Economic Impacts		
Assistance to Households		
Household Assistance: Food Programs ^{*^}	2.1	2.1
Household Assistance: Rent, Mortgage, and Utility Aid ^{*^}	2.2	2.2
Household Assistance: Cash Transfers ^{*^}	2.3	2.3
Household Assistance: Internet Access Programs ^{*^}	2.4	2.4
Household Assistance: Paid Sick and Medical Leave [^]	2.5	-
Household Assistance: Health Insurance ^{*^}	2.6	-
Household Assistance: Services for Un/Unbanked ^{*^}	2.7	-

Household Assistance: Survivor's Benefits [^]	2.8	-
Unemployment Benefits or Cash Assistance to Unemployed Workers ^{*^}	2.9	2.6
Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives) ^{*^}	2.1	2.7
Healthy Childhood Environments: Child Care ^{*^}	2.11	3.6
Healthy Childhood Environments: Home Visiting ^{*^}	2.12	3.7
Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System ^{*^}	2.13	3.8
Healthy Childhood Environments: Early Learning ^{*^}	2.14	3.1
Long-term Housing Security: Affordable Housing ^{*^}	2.15	3.1
Long-term Housing Security: Services for Unhoused Persons ^{*^}	2.16	3.11
Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities ^{*^}	2.17	-
Housing Support: Other Housing Assistance ^{*^}	2.18	3.12
Social Determinants of Health: Community Health Workers or Benefits Navigators ^{*^}	2.19	3.14
Social Determinants of Health: Lead Remediation ^{*^}	2.2	3.15
Medical Facilities for Disproportionately Impacted Communities [^]	2.21	-
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety [^]	2.22	-
Strong Healthy Communities: Demolition and Rehabilitation of Properties [^]	2.23	-
Addressing Educational Disparities: Aid to High-Poverty Districts [^]	2.24	3.2
Addressing Educational Disparities: Academic, Social, and Emotional Services ^{*^}	2.25	3.3
Addressing Educational Disparities: Mental Health Services ^{*^}	2.26	3.4
Addressing Impacts of Lost Instructional Time [^]	2.27	-
Contributions to UI Trust Funds [^]	2.28	2.8
Assistance to Small Businesses		
Loans or Grants to Mitigate Financial Hardship [^]	2.29	2.9
Technical Assistance, Counseling, or Business Planning ^{*^}	2.3	
Rehabilitation of Commercial Properties or Other Improvements [^]	2.31	-
Business Incubators and Start-Up or Expansion Assistance ^{*^}	2.32	
Enhanced Support to Microbusinesses ^{*^}	2.33	
Assistance to Non-Profits		
Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted) [^]	2.34	2.1
Aid to Impacted Industries		
Aid to Tourism, Travel, or Hospitality [^]	2.35	2.11
Aid to Other Impacted Industries [^]	2.36	2.12
Other		
Economic Impact Assistance: Other ^{*^}	2.37	2.13
Household Assistance: Eviction Prevention ^{*^}	-	2.5

Education Assistance: Other*^	-	3.5
Healthy Childhood Environments: Other*^	-	3.9
Social Determinants of Health: Other*^	-	3.13
3: Public Health-Negative Economic Impact: Public Sector Capacity		
General Provisions		
Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	3.1	1.9
Public Sector Workforce: Rehiring Public Sector Staff	3.2	2.14
Public Sector Workforce: Other	3.3	-
Public Sector Capacity: Effective Service Delivery	3.4	7.2
Public Sector Capacity: Administrative Needs	3.5	-
4: Premium Pay		
Public Sector Employees	4.1	4.1
Private Sector: Grants to Other Employers	4.2	4.2
5: Infrastructure		
Water and Sewer		
Clean Water: Centralized Wastewater Treatment	5.1	5.1
Clean Water: Centralized Wastewater Collection and Conveyance	5.2	5.2
Clean Water: Decentralized Wastewater	5.3	5.3
Clean Water: Combined Sewer Overflows	5.4	5.4
Clean Water: Other Sewer Infrastructure	5.5	5.5
Clean Water: Stormwater	5.6	5.6
Clean Water: Energy Conservation	5.7	5.7
Clean Water: Water Conservation	5.8	5.8
Clean Water: Nonpoint Source	5.9	5.9
Drinking water: Treatment	5.1	5.1
Drinking water: Transmission & Distribution	5.11	5.11
Drinking water: Lead Remediation, including in Schools and Daycares	5.12	5.12
Drinking water: Source	5.13	5.13
Drinking water: Storage	5.14	5.14
Drinking water: Other water infrastructure	5.15	5.15
Water and Sewer: Private Wells	5.16	-
Water and Sewer: IIJA Bureau of Reclamation Match	5.17	-
Water and Sewer: Other	5.18	-
Broadband		
Broadband: "Last Mile" projects	5.19	5.16
Broadband: IIJA Match	5.2	-
Broadband: Other projects	5.21	5.17