

## IGA Agreement Staff Report

**DATE:** APRIL 9, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT  
**CC:** JENNIFER L. EBY, AICP, ASSISTANT DIRECTOR OF COMMUNITY SERVICES  
**SUBJECT:** **APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF THE AURORA REGIONAL NAVIGATION CAMPUS IN THE AMOUNT OF \$1,125,000**

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**BOARD OF COUNTY COMMISSIONERS MEETING:**

**APRIL 23, 2024 @ 1:30 PM**

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### **I. EXECUTIVE SUMMARY**

Douglas County and the City of Aurora have drafted an Intergovernmental Agreement (IGA) outlining Douglas County's provision of \$1,125,000 in American Rescue Plan Act (ARPA) funding towards the construction of the Aurora Regional Navigation Campus (ARNC). The proposed IGA stems from collaborative efforts between the City of Aurora and Douglas County to address homelessness within the region.

### **II. REQUEST**

Approval of the Intergovernmental Agreement between the City of Aurora, and Douglas County in the amount of \$1,125,000 for the construction of the Aurora Regional Navigation Campus.

### **III. BACKGROUND**

On July 10, 2023, in a Board of County Commissioner's (BCC) Work Session, a request was brought to the BCC by the City of Aurora to partner in building the ARNC. At that time, Aurora was preparing to submit a grant application to the State for ARPA funds authorized by State House Bill HB1378. The City of Aurora was seeking additional funding partners and letters of support for the project from local jurisdictions. After discussion, the BCC unanimously authorized funding for the ARNC that is commensurate with Douglas County's percentage of homeless population as reflected in the 2023 Point In Time survey which equaled \$1,125,000.

On January 22, 2024, Aurora City Council approved the purchase of the property at 15550 E. 40th Avenue in Aurora for the ARNC to serve those experiencing homelessness. The purchase price of the property was \$26.5 million. The City of Aurora has gathered \$39,991,454 in funding from the following sources for the purchase and renovation of the facility.

Colorado Department of Local Affairs	\$15,360,852
Aurora ARPA funds	\$ 5,000,000
Aurora Housing and Urban Development (HUD) HOME ARP funds	\$ 3,734,741
Adams County ARPA funds	\$ 5,000,000
Adams County HUD HOME ARP funds	\$ 3,270,861
Arapahoe County ARPA funds	\$ 5,000,000
Douglas County ARPA funds	\$ 1,125,000
Community Development Block Grant (CDBG) COVID funds	\$ 1,500,000
<b>TOTAL</b>	<b>\$39,991,454</b>

#### IV. DISCUSSION

The ARNC will provide low barrier, streamlined access to a continuum of resources and services needed by individuals experiencing homelessness including emergency overnight shelter, day shelter and transitional housing services. Participating agencies within the counties of Adams, Arapahoe, and Douglas will have access to the ARNC to assist individuals experiencing homelessness. In addition, Douglas County will have five assigned beds available at ARNC for qualified individuals.

The ARNC will serve those who are eighteen years of age or older and are able to independently complete daily activities. The ARNC will operate 24 hours a day, 7 days a week and serve approximately 500 individuals daily, with the ability to scale up to serve up to 600 individuals daily in extreme conditions. The ARNC will provide food service, mail, telephone access, on-site transportation services, service animal and pet accommodations, laundry facilities and on-site storage.

Supportive services offered at the ARNC will include employment services, workforce development, job training and placement, behavioral health services, substance abuse rehabilitation, housing navigation, and referrals to permanent housing options. Case managers will help individuals obtain vital documents, navigate resources, assist with benefit applications, connect to other community support organizations, and coordinate access to healthcare related services on and off site.

The IGA formalizes the partnership between Douglas County and the City of Aurora to address homelessness and authorizes the use of local ARPA funds to contribute towards the construction of the ARNC.

**V. RECOMMENDED ACTION**

Staff recommends approval of the IGA between the City of Aurora, and Douglas County, in the amount of \$1,125,000 for the construction of the ARNC.

<b>ATTACHMENTS</b>	<b>PAGE</b>
IGA Between the City of Aurora and Douglas County .....	4

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND DOUGLAS COUNTY, COLORADO REGARDING DOUGLAS COUNTY PROVIDING FUNDING FOR THE CONSTRUCTION OF THE AURORA REGIONAL NAVIGATION CAMPUS

The following Intergovernmental Agreement ("IGA") is made on this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Aurora, Colorado, and Douglas County, Colorado.

RECITALS

WHEREAS, House Bill 22-1377 created a grant program for local governments and nonprofit organizations to enable them to make investments and improvements in their communities to address and respond to the needs of individuals experiencing homelessness; and

WHEREAS, House Bill 22-1378 directed the Division of Housing in the Department of Local Affairs ("DOLA") to award a total of \$52 million in grants to local governments and nonprofit organizations in order to build or acquire, and then to facilitate, five regional navigation campuses to respond to and prevent homelessness; and

WHEREAS, the City of Aurora, Colorado ("Aurora") received \$15 million from DOLA for the construction of the Aurora Regional Navigation Campus ("ARNC") that will be located in Aurora that will provide shelter and services to individuals experiencing homelessness in Aurora and the counties of Adams, Arapahoe and Douglas; and

WHEREAS, the ARNC will be a transformational centralized and coordinated campus that will provide low barrier, streamlined access to a continuum of resources and services needed by individuals experiencing homelessness to transition back into housing and thrive; and

WHEREAS, the ARNC will close the gap between individuals experiencing unsheltered homelessness and the availability of shelter beds; and

WHEREAS, individuals experiencing homelessness who are eighteen years of age or older who are able to independently complete the daily activities of living will have access to the ARNC and its services; and

WHEREAS, the ARNC will serve as a 24/7 emergency shelter that will provide behavioral health services, substance abuse rehabilitation services, food service consisting of three meals a day, mail services, telephone access, on-site transportation services, service animal and pet accommodations, laundry facilities, and on-site storage facilities; and

WHEREAS, the participating agencies within the counties of Adams, Arapahoe, and Douglas will be allowed to access the ARNC in order to assist individuals experiencing homelessness; and

WHEREAS, each participating entity shall verify with the ARNC the ARNC has a bed

available for every person the entity desires to transport to the ARNC before the entity transports anyone to the ARNC; and

WHEREAS, once a participating entity has confirmed that a bed is available the ARNC shall hold that bed for the participating entity; and

WHEREAS, the ARNC is anticipated to have a maximum capacity of 255 rooms available for qualified individuals from the Denver metro area and at least 150 beds of emergency shelter; and

WHEREAS, Douglas County will have five (5) assigned beds available at the ARNC for qualified individuals from that county; and

WHEREAS, the ARNC will provide client support services that will include employment services, workforce development, and job training and placement; and

WHEREAS, the ARNC will provide case management services that will be client driven and strength based. Case management will include obtaining vital documents, resource navigation, assistance with benefit applications, connection to other community support organizations, and coordination to access healthcare related services on site and off site; and

WHEREAS, the ARNC will provide transitional housing services that will serve as an intermediate step between emergency shelter and permanent housing. Transitional housing services will include case management, housing navigation, and referrals to other permanent long-term housing options; and

WHEREAS, the ARNC will provide housing navigation services that will support households in locating and securing housing resources. Housing navigation services will include assistance in completing housing applications, ensuring households have a stable path to permanent housing, informing clients about their responsibilities as tenants when moving into permanent housing, and working on independent living skills; and

WHEREAS, Douglas County has agreed to contribute \$1,125,000.00 to assist in the construction of the ARNC.

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

1. Douglas County will contribute \$1,125,000.00 to assist in the construction of the Aurora Regional Navigation Campus.
2. The recitals set forth above are incorporated into this IGA and shall be deemed terms and provisions of this IGA, to the same extent as if fully set forth in this section.
3. This IGA represents the entire agreement between the Parties with regard to the subject matter of this agreement and there are no oral or collateral agreements or understandings.
4. Nothing herein shall be deemed or construed as a waiver of the monetary

limitations, or any other rights, immunities, and protections provided to the City of Aurora, or to Douglas County pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et. seq.* as may be amended.

Nothing in this IGA shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR Amendment.

### GENERAL PROVISIONS

5. Subrecipient Representation. Aurora hereby certifies that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent, and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and/or municipal laws.

6. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The venue for any lawsuit concerning this agreement shall be in the District Court for Douglas County, Colorado.

7. Assignment. Aurora and County may not assign any of its rights or obligations hereunder without the prior written consent of the other Party.

8. No Joint Venture/Independent Contractor. Nothing in this Agreement is intended or shall be construed to create a joint venture between the County and Aurora. Aurora, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the County for any purpose. Aurora and its agents, employees, contractors, or subcontractors, are not subject to the terms and provisions of the County's personnel policies handbook and shall not be considered a County employee for workers' compensation or any other purpose. Aurora, its agents, employees, contractors, or subcontractors, are not authorized to represent the County or otherwise bind the County in any way. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Aurora to provide services for the use of Grant Funds under this Agreement shall be and remain at all times agents, employees, contractors, or subcontractors, are independent contractors of Aurora for all purposes. The County shall never be liable or responsible for any debt, obligation, or liability of Aurora.

9. Authorization. By signing on behalf of Aurora below, the undersigned represents that the undersigned is authorized to enter into this Agreement on behalf of Aurora and can attest to and is knowledgeable of the matters stated and certified therein.

10. Entire Agreement/Modifications. This instrument shall constitute the entire agreement between the County and Aurora and supersedes any prior agreements between the Parties and their agents or representatives, all of which are merged into and revoked by this

Agreement with respect to its subject matter. This Agreement may not be amended or modified except through a writing signed by the Parties.

11. No Waiver of Immunity. No provision or terms of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

12. Non-appropriation. Pursuant to C.R.S. Section 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available.

13. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and Aurora. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

14. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that anticipate continued performance, compliance or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

15. Insurance. Aurora shall require all contractors performing construction activity for the ARNC to have at a minimum Workers' Compensation Insurance and General Liability insurance to cover any liability, claim, demand, or other obligation from the construction of the ARNC.

16. Indemnification. Both the County and Aurora cannot and by this Agreement agree to indemnify, hold harmless, exonerate or assume a defense of the other party or any other person or entity whatsoever, for any purpose whatsoever. The County and Aurora agrees to be responsible, subject to the limitations set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. for injuries sustained from an act or omission of its public employees occurring during the employee's duties and within the scope of his or her employment, unless the act or omission is willful and wanton or where sovereign immunity bars the action against the respective party. This provision shall survive the expiration or termination of this Agreement for two (2) years following the date on which this Agreement is terminated or, if later, the date on which Aurora disburses or returns the balance of the Grant Funds.

17. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions. of the Colorado Governmental Immunity Act, C.R.S. 24-10- 101 et seq. as applicable now or hereafter amended. There is no intent to waive or restrict Governmental Immunity.

18. Force Majeure. In no event will either Party be in breach of its obligations under this Agreement to the extent that the performance of such obligations is prevented by the occurrence of any event or circumstance reasonably beyond its control, including the following: acts of God, strikes, embargoes, riot, insurrection, terrorism, war (declared or undeclared) or other armed conflict, plague, pandemic, epidemic or quarantine (including restrictions, changes in law and other issues related to the spread of viruses), casualty, unavailability of materials, governmental restrictions, governmental regulations, governmental controls, and unexpected delay in issuance of governmental permits or approvals (including, without limitation, Facility Guidelines Institute, health department and/or fire marshal approvals and certificates of occupancy); provided, however, that (A) (i) the Party claiming excuse uses commercially reasonable efforts to ameliorate the effects of the Force Majeure event to allow it to recommence the performance of its obligations, (ii) the Party commences to perform its obligations immediately upon the cessation of the Force Majeure event (or if earlier the mitigation of the Force Majeure reasonably allowing the Party to perform the subject obligations) and (iii) such Party diligently continues to perform its obligations until their completion in the manner required or contemplated under this Agreement; and (B) the Force Majeure event cannot be used to delay the payment of any monetary obligation that is due and payable.

#### AMERICAN RESCUE PLAN ACT PROVISIONS.

19. Acknowledgement. Aurora acknowledges and agrees that the funds encumbered by Douglas County under this agreement have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (together with all rules and regulations promulgated thereunder, “ARPA”). The Parties acknowledge that all funding from ARPA (“ARPA Funds”) may only be used to cover those eligible costs incurred by Douglas County during the period that begins on March 3, 2021, and ends on December 31, 2024.

20. Subaward Acknowledgement. Aurora further acknowledges that acceptance of ARPA funds constitutes a subaward of Federal funds and establishes a subrecipient relationship. Douglas County is accountable to Treasury for oversight of their subrecipients in accordance with 2 CFR 200.332, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury’s 2021 Interim Final Rule, 2022 final rule, and 2023 Interim Final Rule, other applicable federal statutes and regulations, and reporting requirements.

21. Aurora agrees to comply with all applicable provisions of 2 CFR 200 subpart D, including, but not limited to, the requirement that with respect to any purchase or improvement of any real or personal property, that is paid for or reimbursed with Grant Funds, the real or personal property is no longer going to be used for the uses described in this agreement or Aurora’s interest in such real or personal property is going to be transferred to another entity or otherwise disposed of, Aurora shall, prior to converting the property to any other use or to transferring its property rights or otherwise disposing of the property, promptly notify the County in writing. The County shall then, if appropriate, obtain disposition instructions from the Treasury and forward such instructions to Aurora, and Aurora shall comply with such disposition instructions.

22. ARPA Deadlines. Douglas County agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed by Aurora under this Agreement no later than



December 31, 2024. Aurora agrees and acknowledges that all services performed by Aurora using ARPA Funds must be performed by no later than December 31, 2026.

23. Accounting. Aurora 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. Aurora also agrees to be solely responsible for ensuring that it disburses and accounts for the Grant Funds received from the County in strict compliance with any regulations or guidance issued by the Treasury, this Agreement, and all other applicable statutory and regulatory accounting requirements. Aurora shall maintain a complete set of books and records documenting its use of Grant Funds 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 Grant Funds.

24. Audit/Records of Expenditures. The County and any of its duly authorized representatives shall have reasonable access, upon written notice to Aurora, to any books, documents, papers, and records of Aurora which are pertinent to this Agreement for the purpose of making an audit, examination, or excerpts. Aurora shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Aurora's performance for a minimum period of five (5) years from December 31, 2024, or the date of the last expenditure of Grant Funds, whichever is later. The records shall be sufficient to definitively establish that the Grant Funds were used in a manner consistent with this Agreement. If Aurora fails to comply with the use criteria or fails to keep and maintain adequate records as provided herein, it shall be required to return the Grant Funds or any portion thereof upon the written request of the County.

25. Aurora agrees to cooperate with the County fully and completely in any federally imposed audit of the Grant Funds provided to Aurora pursuant to this Agreement. If the County incurs legal expenses relating to an audit of Aurora's expenditure of Grant Funds, Aurora agrees to pay the County's reasonable attorneys' fees and costs associated with such audit and/or any legal action in which Aurora is alleged to have mis-used or failed to properly account for the Grant Funds.

26. In accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, nonfederal entities that spend \$750,000 or more in federal awards are subject to a single or a program-specific audit for its fiscal year in which it expended the federal award funds. Non-federal entities that expend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503.

27. Reporting Requirements. To the extent that Aurora's services hereunder contemplate the spending of ARPA Funds, Aurora shall provide to Douglas County information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the County, to the extent possible, Aurora shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by Douglas County. Aurora shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all

subcontractors to the same reporting requirement as Aurora.

28. Inspection of Records. Aurora shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of Douglas County or of the Federal government, including the Special Inspector General for Pandemic Recovery, have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to Aurora's use of ARPA Funds pursuant to this Agreement. Aurora shall cooperate with Federal and Douglas County representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under this Agreement or expiration of the applicable statute of limitations. No examination of records and audits pursuant to this section shall require Aurora to make disclosures in violation of state or federal privacy laws.

29. Contracting and Procurement. Contracting and Procurement under this agreement shall occur in accordance with 2 CFR Part 200, Subpart D, inclusive of the required Contract Provisions described in Part 200.327.

30. SLFRF Requirements. Aurora shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, Aurora agrees to comply with all of the terms and conditions contained in pages 2-4 of the attached Exhibit A, and Aurora agrees to comply with assurances 1-4 on page 5 of Exhibit A.

31. Non-Eligible Use of Grant Funds. Any item of expenditure by Aurora under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of County, the County's external auditor, the U.S. Government Accountability Office, or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Aurora shall become Aurora's liability, to be paid by Aurora from funds other than those provided by County under this Agreement or any other agreements between County and Aurora. This provision shall survive the expiration or termination of this Agreement for two (2) years following the date on which this Agreement is terminated or, if later, the date on which Aurora disburses or returns the balance of the Grant Funds.

32. Disputes/Release. Aurora understands that the County is required to obligate its allocation of SLFRF funds by no later than December 31, 2024 and expend the funds by no later than December 31, 2026. Any unexpended Grant funds as of that date must be returned by the County to the Treasury. Aurora acknowledges that the County's decisions concerning any

advancement of Grant Funds, or reimbursement of any submittal or re-submittal are final, and cannot be challenged or appealed in court or otherwise. Aurora hereby waives, relinquishes, and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against Douglas County, its Board of County Commissioners, elected and appointed officials, employees and agents, to obtain advancement or reimbursement of Grant Funds and/or expenses related to the SLFRF Objectives, or to obtain damages for the County's failure to advance or pay Grant Funds and/or expenses related to SLFRF Objectives, or to seek any other relief that is inconsistent with this section of the Agreement.

33. Notice. Notices to be provided under this Agreement shall be given in writing and either delivered by hand, deposited in the United States mail with sufficient postage, or via e-mail. The addresses for Notices are as follows:

To the County: Douglas County Attorney  
100 Third Street  
Castle Rock, CO 80104

To the Subrecipient: Emma Knight,  
Manager of Homelessness Behavioral Health  
15151 East Alameda Pkwy.  
Aurora, Colorado 80012

(Remainder of page intentionally left blank; signature pages follow.)

IN WITNESS WHEREOF, the City of Aurora and Douglas County, have caused this IGA to be executed as of the day and year first above written.

**DOUGLAS COUNTY**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

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

**ATTEST:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Douglas J. DeBord  
County Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew C. Steers  
Senior Assistant County Attorney

\_\_\_\_\_  
Andrew Copland  
Director of Finance

**CITY OF AURORA, COLORADO**

By: \_\_\_\_\_  
Mike Coffman, Mayor

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

ATTEST:

\_\_\_\_\_  
Kadee Rodriguez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim Joyce, Assistant City Attorney

Exhibit A

OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Douglas County 100 Third Street Castle Rock, Colorado 80104-2425	DUNS Number: 014842934 Taxpayer Identification Number: 846000761 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: DocuSigned by:  
*Lora L. Thomas*

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Authorized Representative: A4003FF690E6444...

Title: **Chair, Douglas County Commissioners**

Date signed: **5/21/2021**

U.S. Department of the Treasury:

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Authorized Representative:  
Title:  
Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.



- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
 Expiration Date: November 30, 2021

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
 ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Douglas County  
Recipient

5/21/2021

Date

DocuSigned by:  
*Lora L. Thomas*

Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

DocuSigned by:  
*Lora L. Thomas*  
By: \_\_\_\_\_  
**Lora L. Thomas**, Chair  
**Chair, Douglas County Commissioners**

**ATTEST:**

DocuSigned by:  
*Kristin Randlett*  
By: \_\_\_\_\_  
**Kristin Randlett**



**Clerk to the Board, Clerk & Recorder**

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
N/A

**APPROVED AS TO CONTENT:**

DocuSigned by:  
*Doug DeBord*  
By: \_\_\_\_\_  
**Doug DeBord**  
**County Manager**

DATE: \_\_\_\_\_  
N/A

DATE: \_\_\_\_\_  
**5/21/2021**

**APPROVED AS TO FISCAL CONTENT:**

DocuSigned by:  
*Andrew Copland*  
By: \_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**

**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
*Carmen Nicole Jackson-Brown*  
By: \_\_\_\_\_  
**Carmen Nicole Jackson-Brown**  
**Sr Assistant County Attorney**

DATE: \_\_\_\_\_  
**5/19/2021**

DATE: \_\_\_\_\_  
**5/18/2021**

**APPROVED AS TO INSURANCE REQUIREMENTS:**

By: \_\_\_\_\_  
N/A

DATE: \_\_\_\_\_  
N/A