



## REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.c.	Administration	Drew Nelson

### **ITEM:**

An Agreement Between the City of Salida and the Chaffee County Community Foundation to Provide Coronavirus Relief Funding to Non-Profit Organizations

### **BACKGROUND:**

As discussed during the August 17<sup>th</sup> City Council worksession, the Council provided direction to staff to collaborate with the Chaffee County Community Foundation to create a funding stream for local non-profit organizations stretched by the Covid-19 pandemic. The City of Salida has been authorized to spend funds to offset the cost of coronavirus response, including reimbursements for both businesses and non-profit organizations. The Business Emergency Relief Grant funds were announced in May; this program would work similarly to that process but would involve the CCCF as the determining agency for relief. Following determination of need, the CCCF would submit receipts to the City, which would be passed through to the Coronavirus Relief Funds (CVRF) allocation reserved for the City of Salida (through the Department of Local Affairs).

### **FISCAL NOTE:**

\$91,760 in reimbursable CARES Act/CVRF funds. It should be noted that the City's contribution would be larger than that allocated to Chaffee County, and the program would be smaller than originally proposed. The County's allocation is reflective of concerns over money spent by Chaffee County to-date (more than \$600,000 of their \$900,000 allocation) and to preserve funds for later in the fall, as the public health climate most likely will become more dynamic.

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council approve an agreement with the Chaffee County Community Foundation to provide Coronavirus Relief Funding to non-profit organizations.

### **SUGGESTED MOTIONS:**

A City Councilperson should make a motion to approve an agreement with the Chaffee County Community Foundation to provide Coronavirus Relief Funding to non-profit organizations, and to instruct the City Administrator to complete and sign the agreement to this end in the manner described by the City Council, followed by a second and a roll call vote.

## **AGREEMENT**

This Agreement, effective as of \_\_\_\_\_, 2020, is between \_\_\_\_\_ (“**Government**”) and **Chaffee County Community Foundation** (“**Contractor**”) (collectively, “*the Parties*”). Subject to the following recitals, paragraphs A and B, inclusive, which are a part of the substance of this Agreement, the Parties agree as follows:

- A.** This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. To the extent all outstanding debts have been paid, it also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
- B.** Government desires to retain Contractor as a contractor to perform grant and reimbursement services and Contractor agrees to perform such services as a contractor, with respect to the “**Coronavirus Relief Fund**” project (“**Project**”). The Parties agree as follows:

  - 1. Services Covered.** Government hereby engages Contractor to perform the services described in **Attachment A** (the “*Services*”):
  - 2. Term.** Unless earlier terminated in accordance with paragraph 14 below, the Agreement shall commence the effective date of this Agreement and terminate upon the later of (i) the completion of the Services described in Attachment A; or (ii) the payment by Government of all fees due to Contractor.
  - 3. Taxpayer Identification Number.** Prior to commencing the Services, Contractor shall provide Government with a duly executed IRS Form W-9. Contractor confirms that its taxpayer identification number is: 26-4605574.
  - 4. No Training or Instructions.** Government enters into this Agreement based on Contractor’s demonstrated ability to perform the type of services that it believes, and that Contractor has represented, are needed to accomplish the Services. Consequently, Government does not contemplate providing Contractor with any training or instructions with respect to the Services.
  - 5. Intent of Contractor Relationship.**

    - a. In light of the contractor relationship, Contractor is not required to work exclusively for the Government.
    - b. Contractor further acknowledges that Contractor is responsible for carrying and maintaining all required insurance coverage, such as Workers’ Compensation and Unemployment Insurance. Contractor acknowledges that its Workers’ Compensation coverage is the sole remedy for any injury incurred performing services for the Government, including injuries incurred while driving an automobile in connection with Government business. Contractor hereby knowingly and voluntarily waives any right to claim any coverage and/or benefits under the Government’s workers’ compensation insurance policy.**
    - c. Contractor agrees that even if a court or government agency determines that Contractor and the Government have had a common law employer-employee relationship, Contractor will still be bound by this Agreement and will not be entitled to receive from the Government or have the Government provide on his behalf any different or additional pay, or any benefits, insurance coverage, tax payments, or withholding, or compensation of any kind. Contractor hereby knowingly and voluntarily waives any right to claim any such benefits or payments on the ground of the performance of services

under this Agreement.

6. **No Benefits.** None of the benefits, if any, that Government provides to its employees shall be available to Contractor (or its employees, if any, which for purposes of this paragraph shall be included in the term "Contractor"). Contractor's exclusion from benefit programs maintained by Government is a material component of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a nonemployee with respect to Government. To the extent that Contractor may become eligible for any benefit programs maintained by Government (regardless of the timing of or reason for eligibility), Contractor hereby waives its right to participate in the programs. Contractor also agrees that, consistent with its contractor status, it will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.
7. **Equipment and Tools.** Contractor shall provide and be responsible for maintaining any equipment and tools that Contractor uses, or determines is necessary, to accomplish the Services.
8. **Manner and Location.** Contractor shall have the right to perform the Services in such manner, and at such locations, as Contractor deems appropriate, subject to any inherent requirements related to the Services such as work which by its very nature must be performed at a client's location. Government shall have no right to interfere with Contractor's judgment with respect to the manner, and place of performance of the Services, so long as any performance deadlines and guidelines that may be established by Government are satisfied.
9. **Right to Engage Assistants.** Contractor shall have the right to engage others to assist in the accomplishment of the Services. Contractor shall be solely responsible for paying all compensation owed to any assistants, and for applicable taxes.
10. **Contracting Power.** This Agreement shall not, and does not, grant Contractor any authority to assume or create any obligation or responsibility on behalf of or in the name of Government, or to bind Government in any manner, without the express prior written consent of Government's representative who has signed this Agreement.
11. **Termination.** Either party, with or without cause, and for any reason, may terminate this Agreement upon fourteen (14) days' notice. Any compensation due at the time of termination shall be paid accordingly (on a pro-rata (per day) basis, if applicable). Government shall pay Contractor the compensation to which it is entitled through the end of the notice period and thereafter all obligations of Government and Contractor will terminate. In the case of a material breach of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice if after providing the breaching Party with notice of the breach, the breaching Party fails to cure the breach within seven (7) days after receipt of the notice of breach.
12. **Notices.** Any notice or communication under this Agreement must be in writing and shall be effective upon delivery by hand or electronically, and addressed to Government or to Contractor at the corresponding address below. Contractor shall be obligated to notify Government in writing of any change in its address. Notice of change of address shall be effective only when done in accordance with this Paragraph.

Government's Notice Contact:

[Government Entity]  
[Primary Contact Name & Title]  
[Primary Contact Email]  
[Primary Contact Phone]

Contractor's Notice Contact:

Chaffee County Community Foundation  
Joseph Teipel, Executive Director  
[joseph@chaffeecommunity.org](mailto:joseph@chaffeecommunity.org)  
(719) 204-5071

- 13. Integration, Amendments, and Waivers.** Except as noted herein, this Agreement is intended to be the final, complete, and exclusive statement of the terms of Contractor's engagement by Government. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Contractor, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Government, now or in the future, apply to Contractor and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. This Agreement may not be amended except by an instrument in writing, signed by each of the Parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
- 14. Survival and Assignment; Severability.** Those provisions in this Agreement that are necessary to protect the interests of the Parties as envisioned in this Agreement shall survive termination of this Agreement. Contractor shall not assign any rights or obligations under this Agreement. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- 15. Governing Law, Forum, and Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the law of the State of Colorado, without regard to conflicts of law principles. Venue for any action brought under this Agreement, or for the enforcement of any provision of this Agreement, shall be brought exclusively in the state or federal courts of the State of Colorado.
- 16. Interpretation; Force Majeure.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Neither Party shall be liable for any damages or other losses resulting from failure to perform its obligations under this Agreement where such failure is the result of a cause beyond the Party's reasonable control.

CONTRACTOR:

Chaffee County Community Foundation

\_\_\_\_\_  
By: Joseph Teipel

Address: PO Box 492

Its: Executive Director

Buena Vista, CO 81211

GOVERNMENT:

[ENTITY NAME]

\_\_\_\_\_  
By: [NAME]

Address: [PRIMARY ADDRESS]

Its: [TITLE]

[CITY STATE ZIP]

**ATTACHMENT A**  
**PROFESSIONAL SERVICES AGREEMENT**

**Scope of Services**

- Design and launch online applications for both nonprofit organizations and youth programming reimbursable grants.
  - Applications will have a single deadline to ensure timely reimbursement and invoicing
  - Contractor will publicize the grant programs widely to ensure broad awareness and participation
- Design and implement application and documentation review processes to ensure adequate tie to Coronavirus Relief Fund requirements. Coordinate detailed questions with DOLA representative.
- Assemble approved grants into consolidated invoice to Government.
- Upon receipt of payment from Government, execute payments to grantees
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**Fee**

The Government shall pay the Contractor the following Fee for Services related to the above scope of work. The amount of the fee is not dependent on the amount of grant dollars distributed, but instead reflects the work involved in the whole scope of work.

<b>Payment Date or Benchmark</b>	<b>Amount</b>
November 1 <sup>st</sup> , 2020 OR submittal of grants invoice package	[appropriate amount from Government based on percentage agreed]



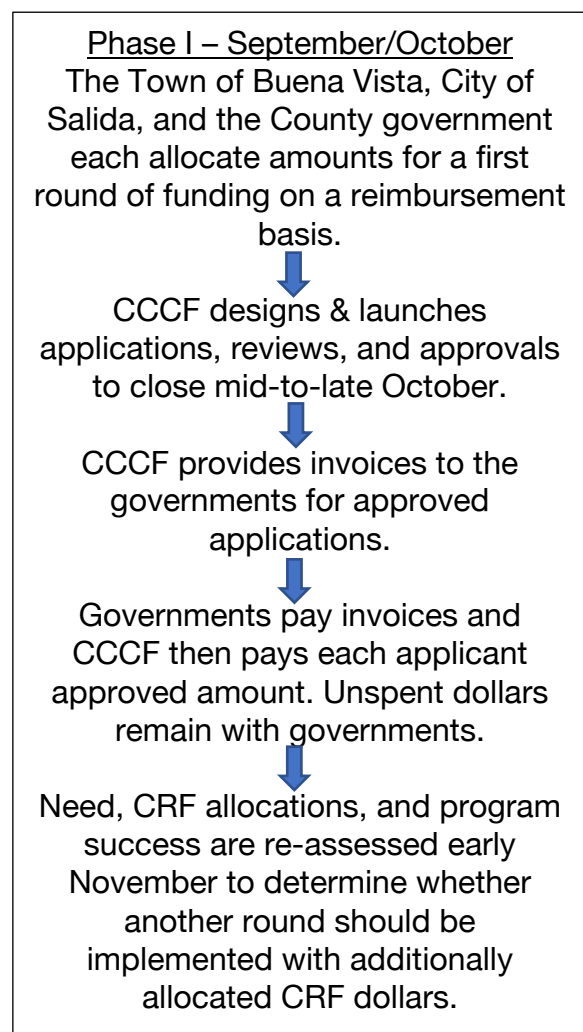
## Revised CRF Program Proposal

September 10<sup>th</sup>, 2020

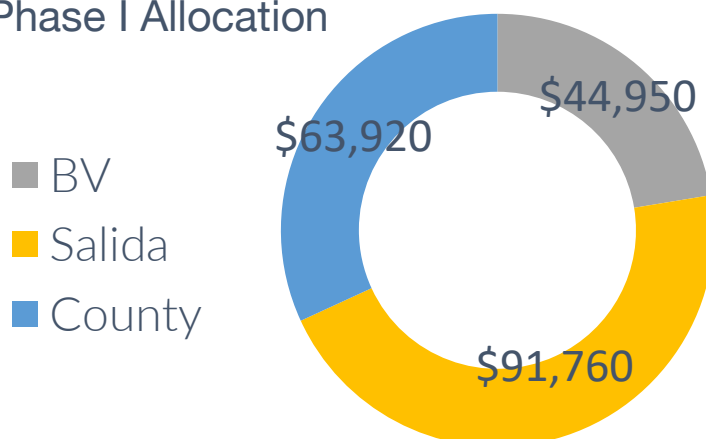
The Chaffee County Community Foundation (CCCF) proposes to create and administer a two-pronged Coronavirus Relief Fund program to accomplish three primary goals:

1. Support the recovery for Chaffee nonprofit organizations adversely impacted by COVID. Priority will be given to those organizations providing essential services (see below).
2. Provide an avenue for organizations of all types to request reimbursement for direct expenses (including staff time) related to providing programming and care options to Chaffee children in the case of COVID-related school closures or other impacts.
3. Ensure maximum utilization of CRF funds for local governments aimed at ensuring a holistic and dynamic pandemic recovery.

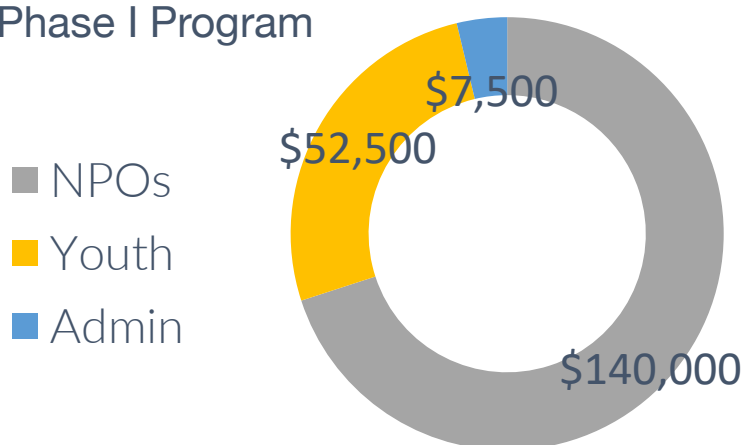
### Phased Structure



### Phase I Allocation



### Phase I Program



## Program Criteria & Eligibility

This program is meant to serve two primary types of funding requests: nonprofit support and COVID youth programming reimbursement. The rationale, eligibility criteria, and high-level application summary are as follows.

### **Non-profit Organizational Support**

Non-profits (NPOs) form the foundation of a vibrant community, providing services essential to living a dignified, thriving life. According to Candid, a national nonprofit association, between 11 and 38% of NPOs will close their doors permanently due to COVID. For Chaffee County, that could be up to 90 organizations.

This program seeks to ensure there is financial support to either cover direct COVID-related expenses or backfill COVID-related revenue losses. Outreach conducted by CCCF on August 6<sup>th</sup> shows that the responding NPOs have between \$3,000 and \$15,000 in lost revenue as well as between \$500 and \$3,000 in COVID-related expenses.

**Proposed program budget:** \$140,000

**Grant award cap:** \$7,500 or 20% of NPO budget, whichever is less.

#### **Eligibility Criteria:**

- ✓ Must be a Chaffee NPO (501c3 or 501c6) in good standing
- ✓ Must be able to document clearly COVID-related losses or expenses

#### **Priority areas:**

- NPOs serving basic needs (food, shelter, clothing, safety) will be given priority through a weighted scoring matrix

### **Youth Needs Reimbursement**

With school re-opening plans including scenarios with significant possible closures and/or remote learning, the need for alternative and creative programming, facilities, and youth care capacity is acute.

This program seeks to create an avenue and assurance for a variety of organizations to be able to cover their costs related to providing safe, nurturing, and educational opportunities for kids who are either remote learning full-time, or for during full school closures or remote learning. In addition, costs incurred for normal programming due to COVID would be eligible for funding. This will help ensure families do not have to choose between going to work and caring for their children.

**Proposed program budget:** \$52,500

**Reimbursement limit:** None

#### **Allowable expenses:**

- ✓ Staffing & labor costs
- ✓ Insurance & liability protection
- ✓ Cleaning supplies & PPE
- ✓ Warm clothing for youth for winter activities
- ✓ Facility costs
- ✓ Materials & supplies for activities
- ✓ Background checks for staff or volunteers

#### **Eligibility Criteria:**

- ✓ Chaffee entity (NPO, church, business)
- ✓ Receipts for allowable expenses directly tied to COVID-needed youth programming
- ✓ Demonstration of safety protocols including background checks & liability coverage

## CCCF Services

CCCF will utilize its expertise, systems, and processes for grantmaking to provide fiscal administration to the government partners and technical assistance services to applicant entities. The proposed scope of services will be provided through December 30<sup>th</sup>, 2020. If an extension of the CRF program is approved by the federal government and the local governments wish to extend or expand the program with CCCF, that will be negotiated as a separate agreement.

These services include:

- ✓ Designing program applications & review rubrics
- ✓ Building and launching online applications
- ✓ Advertising & promoting programs to NPOs, and the general public
- ✓ Accepting, reviewing, scoring, and approving applications
- ✓ Consolidating approved applications and corresponding documentation into regular invoices to governmental partners
- ✓ Managing all A/P and A/R for programs including executing payments to grantees
- ✓ Maintaining decision-making rationale on file for future audit purposes
- ✓ Ensuring appropriate accounting and financial management

CCCF proposes a flat fee of \$7,500 for these services due on or before November 1<sup>st</sup>, 2020.

## County-wide Allocations & Reimbursement Framework

The basis of the per-government allocation to fund this proposed program is modified from the per capita percentage that was used to allocate the CRF CARES Act funding originally. The change is based largely in the recognition of the additional County responsibility of ensuring Emergency Services and Public Health.

	%	NPO	Youth	% Allocation of CCCF Fee	Total Requested Allocation	Actual CARES Allocation	% Requested of Total
County	31.6%	\$ 44,303	\$ 16,614	\$ 2,373	\$ 63,290	\$ 892,350	7%
Salida	45.9%	\$ 64,232	\$ 24,087	\$ 3,441	\$ 91,760	\$ 516,899	18%
BV	22.5%	\$ 31,465	\$ 11,799	\$ 1,686	\$ 44,950	\$ 253,210	18%
<b>Total</b>	<b>100%</b>	<b>\$ 140,000</b>	<b>\$ 52,500</b>	<b>\$ 7,500</b>	<b>\$ 200,000</b>	<b>\$ 1,662,459</b>	

Once eligible and complete grant or reimbursement applications received, vetted, and approved, CCCF will consolidate the totals, attach appropriate documentation, and submit invoices to each government based on the above percentage allocations.

