

2023 AID TO AGENCY GRANT AGREEMENT

This Agreement is entered into for Arapahoe County fiscal year 2023 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO, hereinafter referred to as the County, and [Contractor Name], hereinafter referred to as the Contractor.

WHEREAS, the County provides funds for public and non-profit organizations as grant-in-aid agreements and contract-for-service agreements; and

WHEREAS, the Contractor provides necessary services which benefit the citizens of Arapahoe County, which services are deemed necessary by the County, though not mandated by statute; and

WHEREAS, the Contractor has applied for funds in accordance with the requirements of the Arapahoe County Financial Management Policy with regard to the budget (the "Application") and has received approval of said Application.

NOW THEREFORE, IT IS AGREED by and between the County and the Contractor as follows:

1. After Contractor completes the requirements in Paragraph No. 2 below, the County agrees to provide the Contractor the sum of _____ dollars (\$) for calendar year 2023 (the "Funds").
2. Contractor shall submit the following reports/documents to the Commissioners' Office prior to receipt of funds either electronically or by mail:
 - a. A financial report for the period of January 1 through June 30, 2022, if it was not provided with the application. The financial report should provide information on all program revenues and all program expenditures by major cost category.
 - b. Certificate of Insurance for 2023 as described below in Paragraph No. 9.
 - c. Proof of the agency's not-for-profit status.
 - d. Signed copy of this Agreement.
 - e. A lump sum or quarterly invoice for _____ dollars (\$) _____).
3. Following receipt of the Funds, Contractor will do the following:
 - a. Provide regular reports to the Board in order to satisfy the requirements of the agreement. Reports must be submitted using the form provided by the County and completed by the Contractor to the best of their ability. The report includes information regarding funding use, impact measurements, demographic information and diversity and inclusion work.
 - i. *(For agreements with agencies receiving \$100,000 or more)* Contractor shall provide quarterly written reports using the form provided by the County. Reports may be submitted electronically. These reports shall be coordinated through the Commissioners' Office.
 - ii. *(For agreements with agencies receiving less than \$100,000)* Contractor shall report to the Board annually and at the request of the Board. This report may be submitted electronically. This report shall be coordinated through the Commissioners' Office.
 - iii. *(For agencies receiving annual, noncompetitive grant funds)* Contractor should expect to provide at least one in-person report to the Board on an annual basis and/or at the request of the Board. These reports shall be coordinated through the Commissioners' Office.
 - b. All grant funding recipients shall communicate the County's investment in services provided by the Contractor through available communication channels, including but not limited to social media, website, news release, annual report, etc. The minimum requirement for this shall be as follows:

- i. Acknowledge County as funder in organization's annual report or comparable publication
 - ii. Coordinate with County Communications Team (see contact below) to produce:
 1. News release announcing funding received from the County
 2. Minimum of one news article, blog post or similar, announcing funding and partnership with the County
 - iii. Acknowledge receipt of funds on organization website
 - iv. Produce posts across social media recognizing funding and tagging the County where appropriate (see <https://www.arapahoegov.com> for applicable social media)
 - v. Please refer to Communications Guidelines for information on using County logo or contact Alex Nelson, Management Analyst (ANelson@arapahoegov.com)
4. The County retains the right to reduce or discontinue Funds to the Contractor if the reporting metrics as identified herein are not satisfactorily met by the Contractor within a reasonable timeframe or the County's fiscal situation changes.
 5. *(For agencies receiving funds through the competitive program)* The funding shall be used for the purposes described in the submitted application (attached). If, for any reason, the funding cannot be used as described in the application and the Contractor wishes to use the funds for a different purpose, the Contractor shall notify the County as soon as practical but no later than September 29, 2023, to secure Board approval for the change in scope. In the event the Contractor fails to provide timely notice and/or the County does not approve the different purpose, Contractor shall return any unused Funds and reimburse the County for any improperly used Funds. Any acceptance by the County of the Contractor's request to reimburse and subsequent payment shall not be construed to operate as a waiver of the Contractor's obligation to comply with the terms of this Agreement and shall not operate as a waiver or estoppel of the Contractor's obligation to return/repay any Funds distributed to the Contractor.
 6. Contractor shall not discriminate against any employee, applicant for employment or applicant for, or recipient of services, because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.
 7. Contractor shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, damages, losses, injuries, and expenses including attorneys' fees, arising out of or in any way relating to the performance of the grant funded services or the receipt or expenditure of the funds by the Contractor.
 8. Contractor, and its officers, agents and employees, shall be considered for all purposes of this Agreement, to be independent contractors and not officers, employees or agents of the County.
 9. Contractor shall only use the funds for the purposes identified in the program grant package application submitted by the Contractor and accepted by the County. Said approved grant package is incorporated by this reference as if fully set forth herein. To the extent that any of the funds are not expended for an authorized purpose by January 31 of the year after the funds are received, or such extended time as may be approved in writing by the County, such funds shall be returned to the County.
 10. The Contractor shall maintain insurance to protect the Contractor and the County against any and all claims and demands arising from injury to person or property due to any act or omission of the Contractor, its agents or employees, in the operation of the work pursuant to this Agreement. Minimum limits for public liability and property damage insurance required are as follows:
 - Commercial Liability
 - One person \$1,000,000

- One accident \$1,000,000

Certificates of insurance must name the County as an additional insured for the work pursuant to the Agreement. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect. The requirements of this provision shall apply to the Contractor and to all subcontractors. Contractor is responsible for obtaining certificates of insurance from any subcontractors performing work for the Contractor pursuant to this Agreement.

11. The term of this Agreement shall be from January 1, 2023, through December 31, 2023. Additionally, this Agreement may be terminated in writing by either party upon 30 days written notice. The Contractor shall not be relieved of liability to the County for any damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payment to the Contractor for the purpose of settlement until such time as the exact amount of damage due to the County from the Contractor is determined.
12. This Agreement may be modified only in writing upon mutual agreement of the parties.
13. Contractor shall immediately notify the County of any inability by the Contractor to meet its financial obligations or to provide services or of any other special problem that may affect the terms of this Agreement.
14. Contractor understands and agrees that if any of the funds are used for a purpose that is not authorized by this Agreement, the County may require Contractor to reimburse such funds to the County.
15. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Contractor.
16. The rights, or any parts thereof, granted to the parties by this Agreement, shall not be assigned unless with the prior written consent of the non-assigning party.
17. 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.
18. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

CONTRACTOR – XXX 

By: _____
(signature)

Title: _____

Date: _____