

ALAMOSA
MEMORANDUM OF UNDERSTANDING RELATED TO DISTRIBUTION OF
CARES ACT FUNDS

This Memorandum of Understanding for Funding related to the distribution of CARES act funds (“Agreement”) is made and effective on _____, 2020, by and among the Board of County Commissioners of Alamosa County, Colorado (referred to as “County”), and the City of Alamosa, Colorado and the Town of Hooper, Colorado (individually referred to as “Municipality” or collectively as “Municipalities”). (The County and Municipalities will jointly be referred to as the “Parties.”)

I. RECITALS

- A. The novel coronavirus referred to as COVID-19 has been declared a worldwide pandemic. National, state, and local emergencies have been declared as a result of COVID-19.
- B. All of the Parties, as local governmental entities, have expended significant effort and funds to protect the community from the impacts of COVID-19 and to slow its spread.
- C. Efforts to slow the spread and protect the community are ongoing and will require continued time and funding. Recovery efforts are also ongoing and will require the additional expenditure of time and funds.
- D. The emergence and rapid spread of COVID-19 was unexpected and unable to be predicted. Therefore, local governments could not have adequately budgeted for such expenses.
- E. The State of Colorado is appropriating \$1,392,582.00 of CARES funding to Alamosa County local governments to reimburse these unbudgeted expenses through the Department of Local Affairs.
- F. The State of Colorado has designated DOLA as the fiscal agent for the funding which will be administered as a reimbursement program following eligibility verification performed by DOLA for the expenses.
- G. All parties recognize that it is in the best interest of the Alamosa County community to work cooperatively to ensure that all of the Alamosa County allocation is applied to the benefit of Alamosa County residents rather than allowing the funds to remain unspent and revert to the state-wide reserve fund pool for reallocation elsewhere in the state.
- H. The criteria for eligibility will be as prescribed in the CARES Act and rules which may be revised from time to time
- I. The Parties wish to agree on how to divide the appropriated funds for the good of the community.
- J. The Parties have a successful track record of working together for the benefit of the community.

K. County and Municipalities are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into agreements for the purpose of providing any service or performing any function which they can perform individually.

II. CONSIDERATION

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, the County and Municipalities agree as follows.

III. TERMS AND CONDITIONS

A. Commencing on _____ and continuing until _____ the Parties agree to the following in relation to the CARES Act funds.

B. The obligations of the County and Municipalities to commit or expend funds are subject to and conditioned on the receipt of the CARES Act funds, which:

- a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins March 1, 2020 and ends on December 30, 2020 (collectively, “Eligible Expenses”).

C. The funds will be distributed among the parties as follows:

	Entity Share	Initial Expense	Balance
County	810,178.30	250,000.00	580,178.30
City	562,403.70	250,000.00	312,403.70
Hooper	20,000.00	1,000.00	19,000.00
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			Total 1,392,582.00

D. Alamosa County shall act as the fiscal agent for the Town of Hooper. Any eligible expenses shall be submitted to Alamosa County for reimbursement, and shall be reimbursed from Alamosa County’s distribution.

E. Each Party individually responsible for completing all activities necessary to become eligible to receive reimbursement from the CARES Act funds. Failure to do so may result in forfeiture of funds.

- F. Each Party assumes responsibility for ensuring the funds are only used for eligible expenses as determined by DOLA under the CARES act criteria. Neither party shall be liable to the other for any ineligible expenditures,
- G. Each Party will assume responsibility for initially covering their own costs and await reimbursement from DOLA. No Party will have any expectation of other parties to the agreement providing any money to another.
- H. Any party may seek partners on projects eligible for CARES reimbursement from among other agencies. No agency is under any obligation to participate in any such partnership.
- I. The parties shall confer and share information about the progress of each Party's application of the funds to beneficial use in the community and to consider an adjustment to the allocations if needed in order to maximize recovery.
- J. Each Party will keep an appropriate accounting of the expenditure of funds sufficient to meet the needs of DOLA and their own accounting practices.
- K. This Agreement is to be construed according to its fair meaning and as if prepared by all parties hereto and is deemed to be and contain the entire understanding and agreement between the parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by the Parties hereto.
- L. This Agreement cannot be modified except in writing signed by all Parties.
- M. This Agreement will be governed by and its terms construed under the laws of the State of Colorado. Venue for any action shall be in Alamosa County, State of Colorado.
- N. Nothing contained herein is deemed or should be construed by the Parties or by any third party as creating the relationship of principle and agent, a partnership or a joint venture between the Parties, or an employment relationship between the Parties.
- O. This Agreement is made for the sole and exclusive benefit of County and Municipalities, their successors and assigns, and it is not made for the benefit of any third party.
- P. If any term or condition of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such a term or condition, will not in any way affect any of the other terms or conditions of this Agreement, provided that the invalidity of any such term or condition does not materially prejudice any Party in their respective rights and obligations under the valid terms and conditions of this Agreement.

- Q. No Party will be deemed in violation of this Agreement if prevented from performing any of its respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, rights, rebellions, sabotage, or any other circumstances for which it is not responsible or that are not within its control.

- R. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

- S. This Agreement may be signed by the Parties in counterpart.

BOARD OF COUNTY COMMISSIONERS OF
ALAMOSA COUNTY, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

County Attorney

CITY OF ALAMOSA, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

City Attorney

TOWN OF HOOPER, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

EXHIBIT "A"

To Alamosa County:

County Administrator
Alamosa County, Colorado
8900 Independence Way, Bldg. A-B
Alamosa, CO 81101

To City of Alamosa

City Manager
City of Alamosa
P.O. Box
Alamosa, CO 81101

To Town of Hooper:

Town Manager
Town of Hooper

Hooper, CO