

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this ____ day of _____, 2020, by and between the following parties:

1. The Board of County Commissioners of Otero County, Colorado, a body politic and corporate, hereinafter referred to as “Otero County”;
2. The Town of Cheraw, a statutory municipal corporation, hereinafter referred to as “Cheraw”;
3. The Town of Fowler, a statutory municipal corporation, hereinafter referred to as “Fowler”.
4. The City of La Junta, a home rule municipal corporation, hereinafter referred to as “La Junta”;
5. The Town of Manzanola, a statutory municipal corporation, hereinafter referred to as “Manzanola”;
6. The City of Rocky Ford, a statutory municipal corporation, hereinafter referred to as “Rocky Ford”;
7. The Town of Swink, a statutory municipal corporation, hereinafter referred to as “Swink”;

WHEREAS, through the Coronavirus Relief Fund, the CARES Act provides for payments to State, Local and Tribal governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, the County of Otero and the above-referenced municipalities may receive funds from the United States Treasury’s Coronavirus Relief Fund; and

WHEREAS, this agreement is to provide an understanding on the manner in which Otero County and the above-referenced municipalities shall allocate the \$1,568,017.00 in funding that has been made available for the above-mentioned parties.

NOW THEREFORE, in consideration of their mutual promises to each, stated below, the parties hereto agree as follows:

1. Due to the restrictive nature in which these funds may be spent, spending authority will be delegated to a committee with a representative from each above-stated body.
2. In order to ensure compliance with the State and Federal guidance, the Otero County Attorney will chair and oversee all committee functions.
3. Each political subdivision will empower an elected or appointed official to represent its body on the committee. The representative shall have the sole power to sign agreements on behalf of its respective political body.

4. Otero County and each municipality will present a list of expenses to the Otero County Attorney for which each body desires to receive funding from the CARES Act.

5. The goal of the committee will be to allocate funding on a per capita basis for each political body, with the overall understanding that each party desires to keep the entire allocation within the boundaries of incorporated and unincorporated Otero County.

6. Each political subdivision will provide a resolution or properly recorded minutes indicating the name and contact information of its respective representative, with an indication that the named representative has been granted the authority to bind its body.

7. The parties agree that the effective date of this agreement shall be the 6th day of July, 2020.

This Memorandum of Understanding may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF OTERO COUNTY, COLORADO

TOWN OF CHERAW

By_____

By_____

TOWN OF FOWLER

CITY OF LA JUNTA

By_____

By_____

TOWN OF MANZANOLA

CITY OF ROCKY FORD

By_____

By_____

TOWN OF SWINK

By_____