

**MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT  
RELATED TO DISTRIBUTION OF CARES ACT FUNDS**

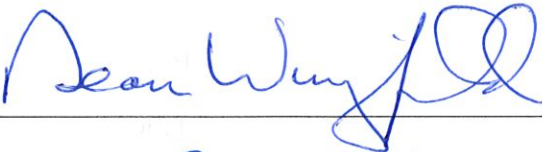
This Memorandum of Understanding for Funding related to the distribution of CARES act funds (“Agreement”) is made and effective on September 15, 2020, by and among the Board of County Commissioners of Yuma County, Colorado (referred to as “County”), and the City of Yuma, Colorado, the City of Wray, Colorado, and the Town of Eckley, 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 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 and had dramatic impact on local individuals, businesses, and economic conditions.
- E. The State of Colorado has appropriated \$859,500 of CARES funding to the Parties to reimburse unbudgeted expenses and/or to provide for local economic recovery efforts 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 Yuma County community to work cooperatively to ensure that all of the Yuma County allocation is applied to the benefit of Yuma 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 have previously agreed on an equitable distribution of the appropriated funds for the good of the community including the establishment of a local economic stimulus program through which \$700,000 of the aforementioned appropriation will be distributed through a local economic recovery program.
- J. The Parties have a successful history 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.

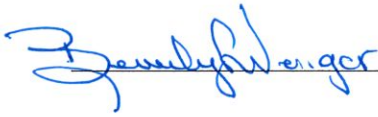
- Q. This Agreement is to be construed according to its language using a plain and clear on its face meaning and as if prepared by all parties hereto and is deemed to be and contain the entire understanding and agreement between the parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by the Parties hereto.
- R. This Agreement cannot be modified except in writing signed by all Parties except that award allocations may be updated by official motion passed by majority vote of the Yuma County COVID Task Force as documented in Board of County Commissioners Special Meeting minutes.
- S. 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 Yuma County, State of Colorado.
- T. 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.
- U. 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.
- V. 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.
- W. 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, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or that are not within its control.
- X. Notification to Parties to this Agreement shall be made to the addresses listed on Exhibit B.
- Y. This Agreement may be signed by the Parties in counterpart.

BOARD OF COUNTY COMMISSIONERS OF  
YUMA COUNTY, COLORADO

By: 

Title: Chairman, Board of County Commissioners

ATTEST:





Approved as to form:



County Attorney

CITY OF YUMA, COLORADO

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



*[Faint handwritten signature]*

Approved as to form:

\_\_\_\_\_  
City Attorney

CITY OF WRAY, COLORADO

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

TOWN OF ECKLEY, COLORADO

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT A**

**To County:**

County Administrator  
Yuma County, Colorado  
310 Ash Street, Suite A  
Wray, CO 80758

**To Yuma:**

City Manager  
320 South Main  
PO Box 265  
Yuma, CO 80758

**To Wray:**

City Manager  
245 W 4<sup>th</sup> Street  
PO Box 35  
Wray, CO 80758

**To Eckley:**

Town Administrator  
235 NW Morten St  
Eckley, CO 80727

