

## **COLLABORATION AGREEMENT RELATED TO DISTRIBUTION OF CARES ACT FUNDS**

This Collaboration Agreement for Funding related to the distribution of CARES Act funds (“Agreement”) is made and effective on June \_\_\_\_\_, 2020, by and among the Board of County Commissioners of Boulder, Colorado (referred to as “County”), and the City of Boulder, Colorado, the City of Lafayette, Colorado, the City of Longmont, Colorado, the City of Louisville, Colorado, the Town of Erie, Colorado, the Town of Jamestown, Colorado, the Town of Lyons, Colorado, the Town of Nederland, Colorado, the Town of Superior, Colorado, and the Town of Ward, 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 \$27,XXX,XXX of CARES funding to Boulder 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 Boulder County community to work cooperatively to ensure that all of the Boulder County allocation is applied to the benefit of Boulder 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 the date of the signing of this agreement and continuing until December 30, 2020 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.
- C. The funds will be distributed among the parties as outlined in Exhibit A, which is attached hereto and incorporated herein. Exhibit A contains current and projected expenses by each unit of local government in order to establish “drawdown” of funds.
- D. Each Party is 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.
- E. Each Party assumes responsibility for ensuring the funds are only used for eligible expenses as determined by DOLA under the CARES act criteria.
- F. 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.
- G. All parties can seek partners on projects eligible for CARES reimbursement from among the other agencies’ signatory to the agreement. No agency is under any obligation to participate in any such partnership.
- H. The parties will confer monthly starting in early September 2020 to share information about the progress of each Party’s application of the funds to beneficial use in the community and to ensure all of the allocation amounts are used in Boulder County.
- I. Each Party will keep an appropriate accounting of the expenditure of funds sufficient to meet the needs of DOLA and their own accounting practices.

- J. 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.
- K. This Agreement cannot be modified except in writing signed by all Parties.
- L. 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 Boulder County, State of Colorado.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. This Agreement may be signed by the Parties in counterpart.

BOARD OF COUNTY COMMISSIONERS OF  
BOULDER COUNTY, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

CITY OF BOULDER, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

City Attorney

CITY OF LAFAYETTE, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

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

CITY OF LONGMONT, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

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

CITY OF LOUISVILLE, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

City Attorney



TOWN OF ERIE, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Town Attorney

TOWN OF JAMESTOWN, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Town Attorney

TOWN OF LYONS, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Town Attorney

TOWN OF NEDERLAND, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Town Attorney

TOWN OF SUPERIOR, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Town Attorney

TOWN OF WARD, COLORADO

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

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

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Town Attorney

**EXHIBIT “A”**

*“Boulder County Collaborative Agreement: Coronavirus Relief Fund Allocation”*