

# **Collaboration Agreement Regarding the Distribution of Coronavirus Aid, Relief and Economic Security (CARES) Act Funds to County and Local Governments**

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 Douglas County, Colorado (referred to as “County”), and the Town of Castle Rock, Colorado, the Town of Parker, Colorado, the City of Lone Tree, Colorado, the City of Castle Pines, Colorado, and the Town of Larkspur, 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 \$30,124,485 of CARES funding to Douglas 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 Douglas County community to work cooperatively to ensure that all of the Douglas County allocation is applied to the benefit of Douglas County residents.
- 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 entire county.
- J. The Parties have a very 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.

## **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 Parties agree that Douglas County will be the entity applying for \$30,124,485 allocated by DOLA to the County and distributing the funds based on an agreed upon formula as described in III E. and Exhibit A.
- D. The Parties agree that Douglas County will be the entity to “drawdown” funds from DOLA for reimbursement of expenses categorized as eligible purposes in Title V, Section 5001(d) of the CARES Act on behalf of the County and the Municipal parties to this agreement.
- E. The funds will be distributed by the County, among the parties, as outlined in Exhibit A, which is attached hereto and incorporated herein.
- F. Parties agree to the following formula which is the basis for Exhibit A:
  - a. 20% reserve of the total allocation to Douglas County for countywide testing and contact tracing (\$6,024,897).
  - b. 25% of the remainder allocated to the County for county-wide expenditures to benefit both incorporated and unincorporated regions of the county including but not limited to Public Health and Emergency Management and Recovery, Economic Recovery, Human Services, Criminal Justice and Safety Net Services (\$6,024,897).
  - c. 75% of the remainder allocated, on a three-factor basis of per capita, assessed value and FTE count, to the County and Municipal parties to this agreement. (\$18,074,691).
- G. The County is responsible for completing all activities necessary to become eligible to receive reimbursement from the CARES Act funds. All Parties, however, agree to adhere to the Local Government Affirmations required by DOLA, through an IGA with Douglas County regarding CARES Act funds. Failure to do so may result in forfeiture of funds.
- H. Through an IGA, the County and each municipal party assumes responsibility for ensuring the funds are only used for eligible expenses under the CARES act criteria.
- I. Each Party will assume responsibility for initially covering their own costs and await reimbursement from the County, using procedures outlined in the IGA, as funds are received from DOLA.
- J. All parties can seek partners on projects eligible for CARES reimbursement from among the other agencies’ signatory to the agreement.
- K. The parties will confer on a regular basis starting in August 2020 to share information about the progress of each Party’s use of the funds to beneficial use in the community and to ensure all of the allocation amounts are used in Douglas County.
- L. Each Party will keep an appropriate accounting of the expenditure of funds sufficient to meet the needs of the County in providing required documentation for CARES Act reimbursement and for the required quarterly reports to DOLA.

- M. 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.
- N. This Agreement cannot be modified except in writing signed by all Parties.
- O. 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 Douglas County, State of Colorado.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. This Agreement may be signed by the Parties in counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

**Douglas County Board of County Commissioners**

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Roger Partridge, Chairman

ATTEST:

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Approved as to form:

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County Attorney

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Jason Gray, Mayor

ATTEST:

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Approved as to form:

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Town Attorney

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Mike Waid, Mayor

ATTEST:

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Approved as to form:

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Town Attorney

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Jackie Millet, Mayor

ATTEST:

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Approved as to form:

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City Attorney

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Tera Radloff, Mayor

ATTEST:

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Approved as to form:

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City Attorney



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Marvin Cardenas, Mayor

ATTEST:

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Approved as to form:

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Town Attorney

## WORKSHEET ENTITLED “*Douglas County Coronavirus Relief Fund Allocation*”

The following table summarizes the distribution of Douglas County CARES Act Funding.

TESTING AND CONTACT TRACING
20 % of Douglas County CARES Act Funding
\$6,024,897

DISTRIBUTION OF DOUGLAS COUNTY CARES ACT FUNDING	
ENTITY	AMOUNT
Castle Rock	\$3,486,031
Parker	\$2,876,671
Lone Tree	\$1,231,675
Castle Pines	\$380,359
Larkspur	\$36,608
Douglas County	\$10,063,347
County-wide services	\$6,024,897
Total	\$30,124,485

The following graphic summarizes the distribution formula.

DOUGLAS COUNTY CARES ACT DISTRIBUTION FORMULA			
<b>Total Amount Allocated by DOLA to Douglas County</b>			
Less 20% for contract tracing and testing			
<b>Remaining amount split 25%/75%</b>			
25% for County-wide services	75%		
	34% per capita	33% assessed value	33% FTE

The funding distribution is based on 2019 population data, assessed value, and FTE counts.

2019 CENSUS DATA SUMMARY		
MUNICIPALITY	2019 CENSUS DATA	PERCENT OF TOTAL MUNICIPALITY POPULATION
Unincorporated	200,924	57.2%
Castle Rock	68,484	19.5%
Parker	57,706	16.4%
Lone Tree	13,082	3.7%
Castle Pines	10,763	3.1%
Larkspur	195	0.1%
Total	351,154	

ASSESSED VALUE		
Douglas County	4,098,172,180	56.7%
Castle Rock	1,138,358,320	15.8%
Parker	949,892,670	13.2%
Lone Tree	817,276,300	11.3%
Castle Pines	210,469,430	2.9%
Larkspur	7,917,240	0.1%

FULL TIME FTE		
Douglas County	1305	53.0%
Castle Rock	556	22.6%
Parker	446.61	18.1%
Lone Tree	135.25	5.5%
Castle Pines	7.5	0.3%
Larkspur	11	0.4%