

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DOUGLAS COUNTY AND THE WEST DOUGLAS COUNTY FIRE
PROTECTION DISTRICT REGARDING CARES ACT FUNDING REIMBURSEMENT
FOR ELIGIBLE EXPENSES INCURRED IN RESPONSE TO THE COVID-19 VIRUS**

This Intergovernmental Agreement – CARES Act Funding Contribution (“Agreement”) is made and effective on December 1, 2020, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, Colorado, (referred to as “County”), and the West Douglas County Fire Protection District (referred to as “DCFPD”). The County and the West Douglas County Fire Protection District shall be referred herein as the “Parties.”

RECITALS

- A. On March 19, 2020, pursuant to C.R.S. § 24-33.5-709, the Chairman of the Board of County Commissioners declared a local disaster emergency because the cost and magnitude of responding to and recovering from the impact of the pandemic is expected to exceed Douglas County’s available resources; and
- B. The effect of a declaration of local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans, as set forth in C.R.S. § 24-33.5-709(2); and
- C. On March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (the “CARES Act”), which established a \$150 billion Coronavirus Relief Fund (the “Fund”); and
- D. Pursuant to the CARES Act, the Governor of the State of Colorado issued Executive Order D 2020 070 which provided that “ Two hundred seventy-five million dollars (\$275,000,000) for FY 2019-2020 and FY 2020-2021 in the CARES Act Fund shall remain available for units of local government that did not receive a direct distribution of funds in the CARES Act for expenses to facilitate compliance with COVID-19 related public health measures.” Executive Order D 2020 070 Directive II.A.10.
- E. The State of Colorado designated the Department of Local Affairs (“DOLA”) as the fiscal agent to administer the CARES Act reimbursement program following eligibility verification performed by DOLA for the expenses.
- F. On June 23, 2020 The County requested that the State of Colorado allocate the County’s share of the CARES Act reimbursements to Douglas County on behalf of the County and Municipalities via the Collaboration Agreement Regarding the Distribution of Coronavirus Aid, Relief and Economic Security (CARES) Act Funds to County and Local Governments.
- G. On July 24, 2020 the County received a letter from DOLA approving the County’s opt in request as well as the Collaboration Agreement with the Municipalities thereby making \$30,124,485.00 of CARES Act Relief Funds available for reimbursement of eligible expenses.
- H. Pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S. 29-1-203, as amended, the County and the TCHD have the authority to enter into intergovernmental

agreements and are authorized to cooperate by contracting with one another for their mutual benefit; and

I. The Parties hereby desire to enter into this Agreement for the purposes of providing a CARES ACT funding contribution from the County's allocation through DOLA in order to effectuate the purpose and intent of the CARES ACT and to assist the County in mitigating the impacts of the COVID-19 public health emergency through community testing and case investigation/contact tracing.

J. The Douglas County Board of County Commissioners has determined that the services described herein are reasonably necessary due to the COVID-19 public health emergency.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. Scope of Services. West Douglas County Fire Protection District shall provide the following services during the period of March 1, 2020 – December 30, 2020 (the "Services"): as described in the attached letter, Exhibit A.
2. Funding Amount. The County agrees to contribute up to the amount of six thousand seven hundred ninety one and 18/100 (\$6,791.18) (the "Funds") to the DCFPD for the Services, as more particularly described in the Exhibit A to this IGA. The County is not responsible for any costs in excess of the Funds.
3. Reimbursement Contingent Upon the Availability of CARES Act Funds. Reimbursement is subject to and contingent upon the continuing availability of the CARES Act Funds. The parties hereto expressly recognize that the Funding Amount submitted to the County for reimbursement is contingent upon CARES Act funding distributed through DOLA. In the event that such funds or any part thereof are not received from DOLA, the County may immediately terminate this Agreement without liability, including liability for termination costs.
4. Invoices. The DCFPD shall provide monthly invoices to the County documenting the Services. The County will reimburse the DCFPD for the Services as soon as practicable after receiving and approving the invoices. The DCFPD shall provide the November 2020 invoice to the County by December 30, 2020.
5. Term. This IGA begins as of March 1, 2020 and shall expire on June 30, 2021. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this IGA that may require continued performance or compliance beyond the termination date of this IGA and shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a party to perform or to comply under this IGA.
6. Termination. This IGA may be terminated by either Party upon written notice to

the other Party.

7. Audit. In the event of an audit or other investigation or review by the Office of the Colorado State Controller, or other state agency/division, of the use of any Coronavirus Relief Funds provided by the County, the DCFPD shall, at its own costs, provide documentation of the DCFPD's use of the Funds. The DCFPD agrees to provide the County, upon request, a copy of any audit reports pertaining to its use of Funds under this IGA.

8. Publicity. The DCFPD agrees to acknowledge the Douglas County CARES Program as a contributor to the Services that are funded with Coronavirus Relief Funds pursuant to this IGA in all publications, news releases, and other publicity issued by the DCFPD and agrees to allow the County to do the same. The DCFPD shall cooperate with the County in preparing public information pieces, including photos, for publications, news releases, and other publicity issued by the County. The County's contact for purposes of this section of the IGA is Wendy Manitta Holmes, Douglas County Communications and Public Affairs Director.

9. Representatives. The County's primary representative and contact for matters pertaining to this IGA (other than matters pertaining to section 7) shall be Barbara Drake, Deputy County Manager. The West Douglas County Fire Protection District's primary representative and contact for matters pertaining to this IGA shall be Terry Thompson at t.thompson@westdouglasfire.org

10. Miscellaneous Provisions.

a. Assignment. No Party shall have the right and authority to assign any of the obligations associated with this IGA to another Party.

b. Successors and Assigns. Except as herein otherwise provided, this IGA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

c. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this IGA and all rights of action relating thereto shall be strictly reserved to the County and the West Douglas County Fire Protection District. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other third person.

d. Severability. Should any one or more provisions of this IGA be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

e. Laws and Venue. This IGA shall be governed by, and shall be construed in accordance with, the laws of the State of Colorado. Venue for the trial of any action arising out of any dispute hereunder shall be in Douglas County District Court, pursuant to the appropriate rules of civil procedure.

f. Notices. Notices to be provided under this IGA shall be given in writing and either delivered via e-mail, by hand or deposited in the United States mail with sufficient postage to the addresses set forth herein:

COUNTY: Douglas County Board of County Commissioners
100 Third Street
Castle Rock, CO 80104
Attn: Barbara Drake,
Deputy County Manager

and

Douglas County Attorney
100 Third Street
Castle Rock, CO 80104

~~OFFICE OF THE~~
~~DISTRICT~~
~~ATTORNEY~~

DCFPD:

West Douglas County Fire Protection District
4037 Platte Avenue
Sedalia, CO 80135
Attn: Terry Thompson, Chief

g. Modifications. This IGA may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the authorized signatories for the DCFPD.

h. Entire Agreement. This IGA constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this IGA constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

i. Counterparts. This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this IGA.

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

k. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this IGA. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

IN WITNESS WHEREOF, the West Douglas County Fire Protection District and the County have executed this IGA on the date set forth below.

ATTEST:

WEST DOUGLAS COUNTY FIRE PROTECTION DISTRICT:

DocuSigned by:
Tim Johnson
C88A8D06C2A344E...
By: Tim Johnson
Director of Emergency Mgt

DocuSigned by:
Terry Thompson
6B3B25D7141E44E...
By: Terry Thompson, Chief

DOUGLAS COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO

DocuSigned by:
Doug DeBord 12/1/2020
B5C95B8DCFAB4AA...
Douglas J. DeBord Date
County Manager

Approved at to Legal Form:

DocuSigned by:
Carmen Jackson-Brown 12/1/2020
BFF518080BDD425...
Carmen Jackson-Brown Date
Senior Assistant County Attorney

Approved as to Fiscal Content:

DocuSigned by:
Andrew Copland 12/1/2020
80C333BC1187403...
Andrew Copland Date
Director of Finance