

**MEMORANDUM OF UNDERSTANDING
REGARDING
CARES ACT FUNDS CONTRIBUTION OF ARAPAHOE COUNTY**

This Memorandum of Understanding (the "MOU"), is made and entered into this 10th day of June, 2020 by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the "County") and the **TRI-COUNTY HEALTH DEPARTMENT**, the district public health agency serving Adams, Arapahoe and Douglas Counties, (the "Health Department"), and collectively referred to herein as the "Parties".

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27, 2020, which provides over \$2 trillion of economic relief; and

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 CARES Act provides that the U.S. Treasury Department was to make payments from the Coronavirus Relief Fund to states and eligible units of local governments; the District of Columbia and U.S. territories; and tribal governments, based on population calculations provided in the CARES Act; and

WHEREAS, Arapahoe County is an eligible unit of local government under the CARES Act and has received an allocation of Coronavirus Relief Funds; and

WHEREAS, the County desires to contribute a portion of its allocation of Coronavirus Relief Funds to the Health Department for services 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; and

WHEREAS, the Arapahoe County Board of County Commissioners has determined that the services described herein are reasonably necessary due to the COVID-19 public health emergency; and

WHEREAS, the Parties desire to enter to this MOU in order to set forth the terms and conditions pertaining to such services.

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

1. Scope of Services. The Health Department shall provide the following services during the period of May 1, 2020 – November 30, 2020 (the “Services”): As described in the attached Exhibit A.
2. Funding Amount. The County agrees to contribute up to the amount of three million six hundred sixty-one thousand nine hundred and ninety dollars (\$3,661,990.00) (the “Funds”) to the Health Department for the Services, as more particularly described in the Exhibit A to this MOU. The County is not responsible for any costs in excess of the Funds.
3. Invoices. The Health Department shall provide monthly invoices to the County documenting the Services. The County will reimburse the Health Department for the Services as soon as practicable after receiving and approving the invoices. The Health Department shall provide the November 2020 invoice to the County by December 15, 2020 in order for the County to make final payment before December 31, 2020.
4. Term. This MOU 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 MOU that may require continued performance or compliance beyond the termination date of this MOU 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 MOU.
5. Termination. This MOU may be terminated by either Party upon written notice to the other Party.
6. Audit. In the event of an audit or other investigation or review by the U.S. Treasury Department, or other federal agency/division, of the use of any Coronavirus Relief Funds provided by the County, the Health Department shall, at its own costs, provide documentation of the Health Department’s use of the Funds. The Health Department agrees to provide the County, upon request, a copy of any audit reports pertaining to its use of Funds under this MOU.
7. Publicity. The Health Department agrees to acknowledge the Arapahoe County CARES Program as a contributor to the Services that are funded with Coronavirus Relief Funds pursuant to this MOU in all publications, news releases, and other publicity issued by the Health Department and agrees to allow the County to do the same. The Health Department 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 MOU is Luc Hatlestad, Arapahoe County Public Information Officer.
8. Representatives. The County’s primary representative and contact for matters pertaining to this MOU (other than matters pertaining to section 7) shall be Michelle Halstead, Director of Communication and Administrative Services. The Health Department’s primary representative and contact for matters pertaining to this MOU shall

be Michele Askenazi; Director of Emergency Preparedness, Response, and Communicable Disease Surveillance.

9. Miscellaneous Provisions.

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

b. Successors and Assigns. Except as herein otherwise provided, this MOU 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 MOU and all rights of action relating thereto shall be strictly reserved to the County and the Health Department. 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 MOU 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 MOU 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 Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

f. Notices. Notices to be provided under this MOU 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: Arapahoe County Board of County Commissioners
5334 S. Prince Street
Littleton, CO 80120
Attn: Michelle Halstead

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80166-0001

HEALTH DEPARTMENT: Tri-County Health Department
6162 S. Willow Drive, Suite 100
Greenwood Village, CO 80111
Attn: Michele Askenazi

g. Modifications. This MOU 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 Health Department.

h. Entire Agreement. This MOU 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 MOU 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 MOU 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 MOU.

j. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this MOU 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 MOU. 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 Health Department and the County have executed this MOU on the date set forth below.

ATTEST:

Monique
By: Didier Digitally signed by
Monique Didier
Date: 2020.06.18
09:20:36 -06'00'

TRI-COUNTY HEALTH DEPARTMENT:

Jennifer L.
By: Ludwig, MS Digitally signed by
Jennifer L. Ludwig, MS
Date: 2020.06.18
09:11:34 -06'00'



ATTEST: Clerk to the Board

By: *[Handwritten Signature]*

ARAPAHOE COUNTY:

By: *[Handwritten Signature]*

Chair, Board of County Commissioners
(Or representative authorized by resolution)