

# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan  
District I

Douglas B. Monger  
District II

M. Elizabeth Melton  
District III

## Commissioners' Daily COVID-19 Agenda July 1, 2020

Times listed on the agenda are approximations and may be longer or shorter with no notice. Agendas are subject to change 24 hours before the meeting start time. To ensure you have the most up-to-date information, please check the agenda after 24 hours of its start time.

If you are joining the meeting for a specific item, please join 10 minutes before the item to ensure you are present for the beginning of the item.

**Please click the link below to join the webinar:**

<https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09>

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Or Telephone:

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Webinar ID: 851 0667 0945

Password: 522

*The Routt County Board of County Commissioners or Board of Health may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to specific legal questions concerning Routt County's COVID-19 response.*

**1. 9:30 A.M. CALL TO ORDER**

**2. 9:30 A.M. CARES DISTRIBUTION AGREEMENT**

Consideration for approval of and authorization for the Chair to sign the CARES Distribution Agreement.

**Documents:**

[BCC AGENDA COMMUNICATION FORM 7.1.20 CARES ACT MOU.PDF](#)  
[CARES DISTRIBUTION AGREEMENT.FINAL 6\\_25\\_20.PDF](#)

**3. 10:00 A.M. WEEKLY BOARD OF HEALTH UPDATE**

Presenters: Public Health Director Kari Ladrow and Dr. Harrington

Steamboat Springs Chamber Restaurant Presentation

**4. 11:30 A.M. PUBLIC COMMENT**

Public Comment will be heard on any item except quasi-judicial land use items. County Commissioners will take public comment under consideration but will not make any decision or take action at this time.

**1. DUE TO THE CURRENT PANDEMIC, THE COUNTY COMMISSIONERS REQUEST CITIZENS ATTEND THE MEETINGS VIA PHONE.** To make a public comment raise your hand on the zoom platform if online; if calling in press \*9. Another option is to download the Zoom app that allows you to raise your hand as well. The moderator will then select you when it is your turn. Written public comment can also be submitted to [BCC@CO.ROUTT.CO.US](mailto:BCC@CO.ROUTT.CO.US). Please make sure to indicate in the subject line of your email that it is public comment and reference the agenda item to which it relates. Public comments will be entered into the record.

**5. 11:35 A.M. COVID-19 WORK SESSION**

The Commissioners will address critical items for regular county and emergency operations related to the COVID-19 pandemic. Action may be taken and direction to staff may be given in relation to any of these items.

**6. 12:00 P.M. MEETING ADJOURNED**

Please click the link below to join the webinar:

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# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

ITEM DATE: 7/1/2020	ITEM TIME:
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<b>FROM:</b>	Mark Collins
<b>TODAY'S DATE:</b>	6/29/2020
<b>AGENDA TITLE:</b>	CARES Distribution Agreement
<b>CHECK ONE THAT APPLIES TO YOUR ITEM:</b>	
<input checked="" type="checkbox"/> <b>X ACTION ITEM</b>	
<input type="checkbox"/> <b>DIRECTION</b>	
<input type="checkbox"/> <b>INFORMATION</b>	
<b>I. DESCRIBE THE REQUEST OR ISSUE:</b>	
Consideration for discussion, approval and signature for the CARES Distribution Agreement.	
<b>II. RECOMMENDED ACTION (motion):</b>	
approval of and authorization for the chair to sign the CARES Distribution Agreement.	
<b>III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):</b>	
<b>PROPOSED REVENUE (if applicable):</b>	
<b>CURRENT BUDGETED AMOUNT:</b>	
<b>PROPOSED EXPENDITURE: N/A</b>	
<b>FUNDING SOURCE:</b>	
<b>SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></b>	
<b>IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):</b>	
None	
<b>V. BACKGROUND INFORMATION:</b>	
Cooperative Agreement for the distribution of CARES Act funding, by Routt County, the City of Steamboat Springs, the Town of Hayden, the Town of Oak Creek, and the Town of Yampa.	
<b>VI. LEGAL ISSUES:</b>	
None	
<b>VII. CONFLICTS OR ENVIRONMENTAL ISSUES:</b>	
None	
<b>VIII. SUMMARY AND OTHER OPTIONS:</b>	
<b>IX. LIST OF ATTACHMENTS:</b>	

**COOPERATIVE AGREEMENT REGARDING DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT FUNDS TO COUNTY AND LOCAL GOVERNMENTS**

This Cooperative Agreement for the distribution of CARES Act funds (“Agreement”) is made and effective on \_\_\_\_\_, 2020, by and among Routt County, Colorado (the “County”), the City of Steamboat Springs, Colorado, the Town of Hayden, Colorado, the Town of Oak Creek, Colorado, and the Town of Yampa, Colorado (the “Municipality” or collectively as “Municipalities”). The County and Municipalities are jointly referred to as the “Parties.”

**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 \$2,199,410.00 of Coronavirus Aid, Relief and Economic Security (“CARES”) Act funding to Routt County local governments to reimburse these unbudgeted expenses through the Department of Local Affairs (“DOLA”).
- 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 Routt County community to work cooperatively to ensure that all of the Routt County allocation is applied to the benefit of Routt 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 community.
- J. Counties and Municipalities are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, *et seq.* and Section 29-20-105, Colorado Revised Statutes, to enter into agreements for the purpose of providing any service or performing any function which they can perform individually.

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, the County and Municipalities agree as follows.

### **TERMS AND CONDITIONS**

1. Commencing on \_\_\_\_\_ and continuing until each Party is reimbursed by DOLA for costs incurred through December 30, 2020, the Parties agree to the following in relation to the CARES Act funds.
2. 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.
3. 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.
4. 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.
5. Each Party assumes responsibility for ensuring the funds are only used for eligible expenses as determined by DOLA under the CARES Act criteria.
6. 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 this Agreement providing any money to another, with the exception of services unrelated to CARES Act funding through DOLA and/or provided for under separately executed agreements.
7. All Parties can seek partners on projects eligible for CARES Act reimbursement from among the other agencies signatory to this Agreement. No agency is under any obligation to participate in any such partnership.
8. The Parties will confer no later than September 15, 2020 to share information about the progress of each Party’s application of the funds to beneficial use in the community and to consider an adjustment to the allocations. The Parties may enter into a new agreement or an amended agreement to memorialize any changes to the allocations.

9. Each Party will keep an appropriate accounting of the expenditure of funds sufficient to meet the needs of DOLA and their own accounting practices.
10. 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.
11. This Agreement cannot be modified except in writing signed by all Parties.
12. 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 Routt County, State of Colorado.
13. 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.
14. 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.
15. 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.
16. 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.
17. This Agreement may be signed by the Parties in counterpart.

ROUTT COUNTY, COLORADO

By: \_\_\_\_\_  
Timothy V. Corrigan, Chair  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Kim Bonner  
Clerk & Recorder

CITY OF STEAMBOAT SPRINGS, COLORADO

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

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

ATTEST:

\_\_\_\_\_

TOWN OF HAYDEN, COLORADO

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

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

ATTEST:

\_\_\_\_\_

TOWN OF OAK CREEK, COLORADO

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

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

ATTEST:

\_\_\_\_\_

TOWN OF YAMPA, COLORADO

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

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

ATTEST:

\_\_\_\_\_

**EXHIBIT A**

**Cares Act Relief Fund Distribution**

Cares Act Relief Fund Total Distribution	2,199,410.00
County Allocation Percentage	55%
<b>Total</b>	1,209,675.50
Cares Act Distribution	2,199,410
City/Town Allocation	45%
<b>Total</b>	989,734.50
<b>Grand Total</b>	2,199,410

<b>City/Town</b>	<b>Population</b>	<b>%</b>	<b>\$</b>
Hayden, Colorado	1,979	11.91%	117,879.43
Oak Creek, Colorado	959	5.77%	57,122.98
Steamboat Springs, Colorado	13,214	79.53%	787,093.87
Yampa, Colorado	464	2.79%	27,638.22
	16,616	100%	989,734.50