

RESOLUTION NO. 20-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT
REGARDING CARES ACT LOCAL GOVERNMENT DISTRIBUTIONS**

WHEREAS, as authorized under City of Castle Pines Resolution No. 11-32 and C.R.S. § 24-33.5-701, *et seq.*, the Mayor issued a declaration of emergency related to COVID 19 on March 16, 2020, which emergency remains in effect; and

WHEREAS, on March 19, 2020, pursuant to C.R.S. § 24-33.5-709, the Chairman of the Board of County Commissioners of Douglas County (the "County") 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

WHEREAS, 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

WHEREAS, 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

WHEREAS, pursuant to the CARES Act, the Governor of the State of Colorado issued Executive Order D 2020 070 which provides for funding in the amount of Two Hundred Seventy-Five Million Dollars (\$275,000,000) in fiscal years 2019-2020 and 2020-2021 in the CARES Act Fund to 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; and

WHEREAS, 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; and

WHEREAS, on June 23, 2020, the County requested that the State of Colorado allocate the County's share of the CARES Act reimbursements totaling \$30,124,485 ("Reimbursement Funds") to the County on behalf of the County and the municipalities of Castle Pines, Parker, Castle Rock, Castle Pines and Larkspur ("Municipalities") via the previously approved Collaboration Agreement Regarding the Distribution of CARES Act Funds to County and Municipalities; and

WHEREAS, pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, as amended, the Municipalities and the County have the authority to enter into intergovernmental agreements and to cooperate by contract with one another for their mutual benefit; and

WHEREAS, the Municipalities and the County desire to enter into an agreement, in substantially the same form as attached to this Resolution as Exhibit A, for the purposes of providing the structure for reimbursement by the County of the Municipalities' portion of the

CARES Act Reimbursement Funds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO:

Section 1. The City Council hereby approves: (1) the Intergovernmental Agreement for Cares Act Local Government Distributions, in substantially the same form as set forth in Exhibit A; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the Mayor and City Clerk to execute the same.

Section 2. This Resolution is effective upon adoption.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 7 IN FAVOR AND 0 AGAINST THIS 11TH DAY OF AUGUST, 2020.



ATTEST:

DocuSigned by:
Tobi Basile
AD03A3B02032499...
Tobi Basile, CMC, City Clerk

DocuSigned by:
Tera Stave Radloff
8E0C8EB279DC479...
Tera Stave Radloff, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Linda C. Michow
5241DE99B8FF444...
Linda C. Michow, City Attorney

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
CARES ACT LOCAL GOVERNMENT DISTRIBUTIONS**

**INTERGOVERNMENTAL AGREEMENT
CARES ACT LOCAL GOVERNMENT DISTRIBUTIONS**

This Intergovernmental Agreement, CARES Act Local Government Distributions (“Agreement”), is made and effective on _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, Colorado, (referred to as “County”), and the Town of Castle Rock, The Town of Parker, The City of Lone Tree, the City of Castle Pines, and The Town of Larkspur, Colorado (individually referred to as “Municipality” or collectively as “Municipalities”). The County and Municipalities 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 totaling \$30,124,485 (“Reimbursement Funds”) to Douglas County on behalf of the County and Municipalities via the Collaboration Agreement Regarding the Distribution of CARES Act Funds to County and Municipalities.

G. Pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S. 29-1-203, as amended, the Municipalities and the County have the authority to enter into intergovernmental agreements and authorizes governments to cooperate by contracting with one another for their mutual benefit; and

H. The Parties hereby desire to enter into this Agreement for the purposes of providing the structure for reimbursement of the Municipalities’ a portion of the CARES Act Reimbursement Funds.

AGREEMENT

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

1. Term. This Agreement begins on the date of full execution by the Parties to this Agreement and shall expire on June 30, 2021. The Parties, however, acknowledge all continuing performance obligations, such as identified in Section 9, 10, and 12 below, that may extend beyond the term of this Agreement. Municipality agrees to execute an extension of this Agreement timely and in good faith as may be necessitated. The County reserves the right to terminate this Agreement at any time if the Municipality is not in material compliance with the terms hereof.

2. Reimbursement Funds Allocation Formula. The County has requested its share of the Reimbursement Funds from the Colorado Department of Local Affairs pursuant to the CARES Act. The parties agree to apportioning the \$30,124,485 allocated for Douglas County set forth herein.

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

3. The Municipalities’ and County’s Share of the Reimbursement Funds. The County and Municipalities hereby agree that the Municipalities’ and County’s share of the Reimbursement Funds shall be as follows (the Municipalities’ and County’s “Distribution Amount”):

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

4. Eligible Expenses. By signing this Agreement, the parties hereby certify that the CARES Act Reimbursement Funds shall only be used to cover those costs and expenses that are eligible expenses in compliance with the CARES Act that are as follows, further described in Exhibit A attached hereto and incorporated herein:

- a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. were not accounted for in the budget most recently approved as of March 27, 2020, for the Municipality; and
- c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (collectively, "Eligible Expenses").

5. 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 Eligible Expenses that are 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.

6. No Duplication of Funds Reimbursement. The Parties acknowledge and agree that the expenses submitted will only be submitted for CARES Act funding and will not be submitted for reimbursement or as expenses under any other federal government program, including but not limited to, FEMA or another aid program, regardless of its source.

7. Municipality Request for Reimbursement. The Municipality may make a request for reimbursement of its expenditures of Eligible Expenses to the County. The Municipality's total requests for reimbursement of Eligible Expenses shall not exceed the Distribution Amount, *unless* a request is submitted, in writing to all Parties and is subsequently mutually agreed upon by the Parties' city/county/town managers based on demonstration of need for reimbursement of Eligible Expenses. The parties shall have five (5) business days to provide written comments. Based on the comments and/or mutual agreement, the County shall provide a written response to the request within a reasonable time. Prior to making an expenditure reimbursement request, the Municipality may consult with the County to inquire whether certain costs and expenditures may be in compliance with the CARES Act.

8. Form of Requests. The request for reimbursement shall be submitted using the form provided by the County attached hereto and incorporated herein as Exhibit B. Each request shall be accompanied with the following documentation before consideration:

- a. A description of the expenditure, the date of expenditure, amount of expenditure, vendor name and address, and a detailed explanation of how the expense was incurred in connection to COVID-19, and a certification from the City or Town Manager and or the Director of Finance that the requested reimbursements are for Eligible Expenses as defined in Section 4 of this Agreement.
- b. Any additional supporting information requested by the County or DOLA including but not limited to contracts, invoices, vouchers, receipts, payroll and time records, and any other supporting documentation needed to verify that the requested reimbursement is an Eligible Expense.
- c. The Municipality shall provide ACH or wire transfer instructions for distribution from the County of reimbursement of Eligible Expenses.

9. Reporting.

- a. DOLA. All Reimbursement Requests for Eligible Expenses submitted by the County on behalf of the County or Municipalities per this Agreement will be accompanied by the Request for Reimbursement ("RFR") provided by DOLA with supporting documents and proof of payment. Per this Agreement, the Municipalities agree to provide any additional information requested by the County to complete the DOLA RFR form.
- b. None of the reporting requirements herein are intended to shift the responsibility of the Municipalities for ensuring that each dollar of the Municipalities Distribution

Amount is spent in compliance with the CARES Act. The County assumes no responsibility for management of the Municipalities' spending and requires the reporting outlined in this IGA to ensure the County has sufficient documentation in the event of an OSC audit. In the event the OSC determines that any of the Parties spend any amount of its CARES Act allocation on ineligible expenses, the Parties acknowledge and agree that they are each solely responsible for any repayment of those funds to DOLA or the County if the Municipality has received reimbursement through the County for an ineligible expense.

- c. County Audit. The Municipalities also agree to fully and completely cooperate with the County in any audit of the CARES Act funding provided to the Municipalities pursuant to this Agreement. Any Party determined to have reported or received reimbursement for non-Eligible Expenses shall bear the costs of any expenses incurred as a result of non-compliance of this Agreement including but not limited to the County's audit expenses and legal fees.

- d. County Review of Reimbursement Requests. The County shall review Municipalities' reimbursement requests. The County shall only submit to DOLA reimbursement requests that provide adequate documentation, and only for what are Eligible Expenses. If there is a dispute, the County will seek to resolve the dispute by working with the Municipality to bring the request into compliance with the requirements of the CARES Act and if necessary, seek written guidance from DOLA, a copy of which will be shared with the Municipality. The County will follow the guidance and/or decision of DOLA as to whether the request is an eligible expense.

As such, any acceptance by the County of the Municipalities' request to reimburse and subsequent payment shall not be construed to operate as a waiver of the Municipalities' obligation to comply with the CARES Act, this Agreement, and any other laws, regulations or rules and shall not operate as a waiver or estoppel of the Municipalities' obligation to return/repay any Funds distributed to the Municipality that are subsequently found to not have been used or reimbursed for Eligible Expenses or the use of which was found to otherwise be unlawful.

- e. On-going Compliance. The CARES Act is recent legislation; therefore, the Parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. The Parties agree to familiarize themselves with, and shall adhere to, all current and subsequent legislation, rules, and regulations.
10. Accounting. The Parties shall:

- a. Maintain an effective system of internal fiscal control and accountability for all CARES Act Funds and property acquired or improved with CARES Act Funds, and make sure the same are used solely for authorized purposes.
- b. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Parties' accounting records.
- c. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement or any time period required by the CARES Act, whichever is longer.
- d. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County or Colorado State Government at any time during normal business hours as arranged in a timely manner.

11. Third Party Expenditures. If any Party distributes CARES Act Funds to a separate entity, enterprise, agency or any other public, private, or non-profit entity (Third-party), such Party agrees to require the Third-party to meet all the provisions of this Agreement.

12. Office of the State Controller Audit. In the event that monthly reporting is needed for an audit by the Office of the Colorado State Controller regarding the use of CARES Act Funds, the Municipalities shall provide such reporting to the County regarding the use of the Municipalities' Distribution Amount. The regular reporting shall include but is not limited to the following:

- a. On or before the 20th of each month, beginning in the month the IGA is approved by the Parties, the Municipalities will update the expense tracking form and email to County Finance all related receipts, payroll records, or other documentation; and
- b. On or before January 30, 2021, the Parties will review its records to ensure the County has a complete record of all expenditures from the Distribution Amount, including, but not limited to, all documents requested per Section 8. of this Agreement.
- c. If the state government imposes additional documentation requirements on the County, the Municipalities agree to timely provide all information and documentation necessary for the County's compliance with such requirements as related to the Municipalities Distribution Amount.

13. Non-Compliance. In the event the Municipality fails to comply with any of the requirements of the CARES Act with respect to the Distribution Amount, the state government may seek reimbursement of such funds. If the state government seeks reimbursement of all or a portion of the Distribution Amount spent by the Municipality, such Municipality shall be solely responsible for reimbursing said funds to the state government. In addition, in the event the state government seeks reimbursement of funds spent by the Municipality as contemplated in this Section from the County, the County shall seek reimbursement from the Municipality.

14. Disputes/Release. The Municipalities understand that the County is obligated to expend our allocation of Coronavirus Relief Funds no later than December 30, 2020, and that any unexpended Funds as of that date must be returned to DOLA. Due to the limited time to administer the Coronavirus Relief Funds, the Parties agree that there is no time to file an action to compel any alleged reimbursement requirement or other relief. The Parties acknowledge that the County's decisions concerning reimbursement of any submittal or re-submittal cannot be challenged in court or otherwise except as outlined in Section 9 (d). The Municipalities hereby waive, relinquish and forever release any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against Douglas County, its Board of County Commissioners, elected and appointed officials, employees and agents, to obtain advancement or reimbursement of Funds and/or expenses related to COVID-19, or to obtain damages for the County's failure to advance or pay Funds and/or expenses related to COVID-19, or to seek any other relief that is inconsistent with this sub-section of the Agreement.

15. Publicity. The Parties agree to acknowledge the Douglas County CARES Act funding as a contributor to any project or program that is funded with Coronavirus Relief Funds pursuant to this Agreement in all publications, news releases, and other publicity issued by the Municipalities and agree to allow the County to do the same. The Parties agree to work together on joint communication strategies, through established channels, related to expenditures of the CARES Act funds.

16. Hold Harmless. To the extent permitted by law, Municipality agrees that in the event the Municipality (or anyone acting on its behalf) fails to perform the terms of the Agreement or fails to use the Municipality's Distribution Amount in compliance with applicable law, the Municipality agrees to hold the County harmless for the amount of any reimbursement that is owed by the Municipality. The Municipality also agrees to be responsible for any actions, claims, lawsuits, damages, charges or judgments whatsoever that are caused by the Municipality's performance or nonperformance under this Agreement.

17. Informational Obligations. Each Party hereto will meet its obligations as set forth in C.R.S. 29-1-205, as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.

18. Miscellaneous Provisions.

a. Notice.

Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows: Notice to the Municipalities shall be delivered to:

Seth.hoffman@cityoflonetree.com

Dcorliss@crgov.com

Mkivela@parkeronline.org

Michael.penny@castlepinesco.gov
mcardenas@townoflarkspur.org

Notice to the County shall be delivered to:

Douglas County Manager
100 Third Street
Douglas County, Colorado 80104
Email: DDebord@douglas.co.us

with a copy to:
Douglas County Attorney
100 Third Street
Castle Rock, CO 80104
(303) 660-7414

- 1) Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.
- b. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. Municipality agrees that if the Treasury issues additional guidance, rules or regulations, Municipality will agree to those terms and execute an Amended Agreement, if necessary.
- c. Recitals. The paragraphs contained in the section entitled "Recitals," above, are a material and integral part of this Agreement.
- d. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the District Court for Douglas County, Colorado.
- e. Governmental Immunities.
 - 1) The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.
 - 2) The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement,

both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.

- f. Modifications. No modification of this Agreement shall be effective unless agreed to in writing by the Municipality and the County in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
- g. Continued Performance. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond the termination date of this Agreement 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 Agreement.
- h. Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the Municipality and/or the County.
- i. Counterparts. This Agreement 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 Agreement.
- j. Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.
- k. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- l. Further Assurances. Each Party hereto agrees to execute and deliver, by the proper exercise of its powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.
- m. No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- n. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party.
- o. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

p. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this Agreement. 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 Parties hereto have caused this Agreement to be duly authorized and executed.

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

Roger A. Partridge, Chair

Douglas J. DeBord **Date**
County Manager

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Andrew Copland **Date**
Director of Finance

Carmen Jackson-Brown **Date**
Senior Assistant County Attorney

TOWN OF CASTLE ROCK:

TOWN OF PARKER:

Date

Date

CITY OF LONE TREE:

CITY OF CASTLE PINES:

Date

on separate page following this page
Date

TOWN OF LARKSPUR:

Date

CITY OF CASTLE PINES, COLORADO

Tera Stave Radloff, Mayor Date

ATTEST:

Tobi Basile, CMC, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Linda Michow, City Attorney

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

- (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
- (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

1. Medical Expenses

such as:

- A. COVID-19-related expenses of **public hospitals, clinics, and similar facilities**.
- B. Expenses of establishing **temporary public medical facilities** and other measures to increase COVID-19 treatment capacity, including related construction costs.
- C. Costs of providing COVID-19 **testing, including serological testing**.
- D. **Emergency medical response** expenses, including **emergency medical transportation**, related to COVID-19.
- E. Expenses for establishing and operating **public telemedicine capabilities** for COVID-19-related treatment.

2. Public Health Expenses

such as:

- A. Expenses for **communication and enforcement** by State, territorial, local, and Tribal governments of **public health orders** related to COVID-19.
- B. Expenses for **acquisition and distribution of medical and protective supplies**, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- C. Expenses for **disinfection of public areas and other facilities**, e.g., nursing homes, in response to the COVID-19 public health emergency.
- D. Expenses for **technical assistance to local authorities** or other entities on mitigation of COVID-19 related threats to public health and safety
- E. Expenses for **public safety measures** undertaken in response to COVID-19.
- F. Expenses for **quarantining**.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency

4. Expenses of actions to facilitate compliance with COVID-19 related public health measures

such as:

A. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.

B. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.

C. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

D. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.

E. COVID-19-related expenses of maintaining state prisons and county jails, including as it relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.

F. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency

such as:

A. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.

B. Expenditures related to a State, territorial, local, or Tribal government payroll support program.

C. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the Federal Government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Ineligible expenditures include:

- Expenses for Medicaid
- Damages covered by insurance
- Payroll or benefit expenses for employees whose work duties are not substantially dedicated to mitigation or responding to the COVID-19 public health emergency
- Expenses that have been or will be reimbursed under any Federal programs, such as the reimbursement by the Federal Government pursuant to the CARES Act of contributions by States to States unemployment funds
- Reimbursement to donors for donated items or services
- Workforce bonuses other than hazard pay or overtime
- Severance pay
- Legal Settlements

Exhibit B

CARES ACT REQUEST FOR REIMBURSEMENT		I. PERIOD COVERED BY THIS REQUEST	
		FROM (month, day, year)	TO (month, day, year)
		March 1, 2020	May 31, 2020
II. SUBRECIPIENT ORGANIZATION		III. CONTACT	
Name:		Name:	
Address:		Email:	
City, State and ZIP Code:		Phone:	
IV. REIMBURSEMENT AMOUNT			
Current Expenses		Amount	TOTAL
1. Medical Expenses	1a. COVID-19 related expenses of public hospitals, clinics and similar facilities	\$ -	
	1b. Establishing temporary public medical facilities and other measures	\$ -	
	1c. Providing COVID testing	\$ -	
	1d. Emergency medical response expenses	\$ -	
	1e. Establishing and operating public telemedicine capabilities	\$ -	\$ -
2. Public Health Expenses	2a. Communication and enforcement	\$ -	
	2b. Acquisition and distribution of medical and protective supplies	\$ -	
	2c. Disinfection of public areas and other facilities	\$ -	
	2d. Technical assistance to local authorities or other entities	\$ -	
	2e. Public safety measures	\$ -	
	2f. Quarantining individuals	\$ -	\$ -
3. Payroll Expenses	3a. Public safety, public health, health care, human services, and similar employees whose services are dedicated to mitigating/responding to COVID-19	\$ -	\$ -
4. Facilitate Compliance	4a. Food delivery to residents	\$ -	
	4b. Facilitate distance learning	\$ -	
	4c. Improve telework capabilities for public employees to enable compliance	\$ -	
	4d. Expenses of providing paid sick and paid family and medical leave to public employee	\$ -	
	4e. COVID-19-related expenses of maintaining state prisons and county jails.	\$ -	
	4f. Care for homeless populations	\$ -	\$ -
5. Economic Support	5a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption	\$ -	
	5b. Expenditures related to a local government payroll support program	\$ -	
	5c. Unemployment insurance costs related to the COVID-19 public health emergency	\$ -	\$ -
6. Other Expenses	6a. Any other COVID-19 related expenses	\$ -	\$ -
		Total Amount Requested	\$ -
V. CERTIFICATION			
<p>I certify to the best of my knowledge that the expenses included in this reimbursement accurately reflects costs incurred and all expenses are in accordance with Section 5001(a) of the CARES:</p> <p>(1) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19);</p> <p>(2) were not accounted for in the budget most recently approved as of the date of enactment [March 27, 2020] of this section for the local government; and</p> <p>(3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.</p>			
Signature of Certifying Official:		Date Requested Submitted:	