

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Third Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City”) and **DENVER HEALTH AND HOSPITAL AUTHORITY, D/B/A DENVER HEALTH MEDICAL CENTER**, a body corporate and political subdivision of the State of Colorado, located at 601 Broadway MC 1919, Denver, Colorado 80203 (the “Agency”), each a “Party” and collectively the “Parties.”

RECITALS:

A. The Parties entered into that Intergovernmental Agreement executed on or about July 22, 2020 (the “Original Agreement”) concerning the allocation of “Grant Funds” to the Agency from “FEMA” pursuant to the terms and conditions of that “Grant Agreement” entered into between the City and the State of Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (“CO Public Safety”); and

B. On June 8, 2022, the Parties executed that First Amendment to Intergovernmental Agreement, thereby amending the Original Agreement to expand the amount and type of Agency costs eligible for reimbursement pursuant to the Grant Agreement (the “First Amendment”); and

C. On September 6, 2022, the Parties executed that Second Amendment and Revival to Intergovernmental Agreement, thereby reviving the Original Agreement and amending the Original Agreement to extend its term to December 31, 2023 and to incorporate a new Exhibit F-2 to the Original Agreement; and

D. Collectively, the Original Agreement, the First Amendment and the Second Amendment shall be referred to herein as the “Agreement;” and

E. Subsequent to the execution of the Agreement, CO Public Safety and the City have mutually executed “Option Letter No. 4” to the Grant Agreement, which, in part, decreased the

local matching requirement for the Grant Funds from twenty-five percent (25%) to zero percent (0%) and which local match requirement elimination was effective until July 1, 2022; and

F. A copy of Option Letter No. 4 is attached hereto and incorporated as **Exhibit F-3**; and

G. Additionally, subsequent to the execution of Option Letter No. 4, FEMA issued an advisory letter (the “FEMA Advisory Letter”) advising that, starting on July 2, 2022 onward, the local match requirement for the Grant Funds would be ten percent (10%); and

H. A copy of the FEMA Advisory Letter is attached hereto and incorporated as **Exhibit F-4**; and

I. Rather than enter into a new contract, the Parties desire to to amend the terms and conditions of the Agreement to memorialize the changes the local match requirement for receipt of the Grant Funds in accordance with Option Letter No. 4 and the FEMA Advisory Letter, and to incorporate **Exhibits F-3** and **F-4**, respectively, to the Agreement, all for the purpose of business continuity.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Unless otherwise defined herein, all capitalized terms described in this Second Amendment shall have the meaning ascribed in the Agreement.

2. The fifth Recital of the Agreement shall be replaced and restated in its entirety to read as follows:

“**WHEREAS**, the Grant Agreement requires the following local match requirements: 1) zero percent (0%) matching from the City, or any sub-grantees or Subcontractors (as defined in the Grant agreement), through July 1, 2022; and 2) ten percent (10%) matching from the City, or any sub-grantees or Subcontractors (as defined in the Grant Agreement), from July

2, 2022 until December 31, 2023, all as a condition to receive reimbursement for the expenditure of any Agency Funds.”

3. Section 6 of the Agreement, entitled “**MAXIMUM CONTRACT AMOUNT**,” shall be replaced and restated in its entirety to read as follows:

“**6. MAXIMUM CONTRACT AMOUNT.** The maximum contract amount for the Agency Work funded by the Agency Funds shall be Twenty-Five Million Three Hundred Twenty-One Thousand Sixty Dollars and Fifty Cents (\$25,321,060.50), with a corresponding local match requirement per the Grant Agreement as detailed in the following schedule: 1) zero percent (0%) matching from the City, or any sub-grantees or Subcontractors (as defined in the Grant agreement), through July 1, 2022; and 2) ten percent (10%) matching from the City, or any sub-grantees or Subcontractors (as defined in the Grant Agreement), from July 2, 2022 until December 31, 2023, all as a condition to receive reimbursement for the expenditure of any Agency Funds. The City shall not be responsible for payment of any Agency Funds matching requirement, and such responsibility shall be solely borne by the Agency. Notwithstanding the foregoing, the Parties acknowledge and agree that the Agency Funds matching requirement detailed herein, as applicable, may be eligible for reimbursement under the Grant Agreement and may be reimbursed from Grant Funds and/or directly paid by FEMA. The City shall not encumber or appropriate any of the Agency Funds for any other purpose during the Term (as defined below in Section 7) without the prior written consent of the Agency.”

4. **Exhibit F-3**, as attached hereto and incorporated herein by reference, shall be incorporated into the Agreement as a supplement to the existing **Exhibit F**.

5. **Exhibit F-4**, as attached hereto and incorporated herein by reference, shall be incorporated into the Agreement as a supplement to the existing **Exhibit F**.

6. Except as explicitly herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

7. This Third Amendment will not be effective or binding upon the City until it has been fully executed by all required signatories of the City and County of Denver and, if required by the City Charter, approved by the City Council.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: FINAN-202265467-03 [202054689-03]
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202265467-03 [202054689-03]
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  _____
0ACDB82B6128484...

Name: Amanda Breeden
(please print)

Title: Director, SPARO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

OPTION LETTER

State Agency Department of Public Safety	Option Letter Number 4
Grantee City and County of Denver	
Original Agreement Encumbrance Number PACOVID19DEN Subrecipient DUNS Number 085596802 Federal Award Identification Number (FAIN) FEMA-4498-DR-CO Federal Award Date March 13, 2020 Name of Federal Awarding Agency DHS/FEMA CFDA 97.036 Public Assistance Identification if the Award is for R&D: No	Option Agreement Maximum Amount \$107,930,691.36
	Agreement Performance Beginning Date April 21, 2020
	Current Agreement Expiration Date June 12, 2022

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to modify Budget table under the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with §2.B of the Original Agreement referenced above, the termination date specified remains the same referenced as the Current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

- B. **For use with all Options that modify the Agreement Maximum Amount 1(B):** The Agreement Maximum Amount table on Option Letter Number 3 §2.B of the Original Agreement, is hereby deleted and replaced with the Current Agreement Maximum Amount table shown below. The maximum amount payable by the State for performance of this Grant Agreement is increased to \$107,930,691.36, and the maximum amount of local matching funds, if applicable, is \$0.00. The total project amount is \$107,930,691.36.

<i>Agreement Contract</i>	<i>Project Worksheet (PW #)</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>TOTAL Project</i>
Original	00006(0)	\$ 6,069,736.13	\$ 2,023,245.37	\$ 8,092,981.50
Option Letter #4	00006(1)	\$ 2,023,245.37	\$ (2,023,245.37)	\$ 0.00
Original	00021(0)	\$ 4,407,357.38	\$ 1,469,119.12	\$ 5,876,476.50
Option Letter #4	00021(1)	\$ 1,469,119.12	\$ (1,469,119.12)	\$ 0.00
Original	00010(0)	\$ 2,039,118.75	\$ 679,706.25	\$ 2,718,825.00
Option Letter #4	00010(1)	\$ 679,706.25	\$ (679,706.25)	\$ 0.00
Original	00007(0)	\$ 10,237,687.49	\$ 3,412,562.50	\$ 13,650,249.99
Option Letter #2	00007(1)	\$ 46,816,412.64	\$ 0.00	\$ 46,816,412.64
Option Letter #4	00007(2)	\$ 3,412,562.50	\$ (3,412,562.50)	\$ 0.00
Original	00008(0)	\$ 1,423,446.10	\$ 474,482.03	\$ 1,897,928.13
Option Letter #4	00008(1)	\$ 474,482.03	\$ (474,482.03)	\$ 0.00
Original	00009(0)	\$ 18,839,685.38	\$ 6,279,895.12	\$ 25,119,580.50
Option Letter #4	00009(1)	\$ 6,279,895.12	\$ (6,279,895.12)	\$ 0.00
Option Letter #3	00048(0)	\$ 3,758,237.10	\$ 0.00	\$ 3,758,237.10
TOTAL BUDGET		\$ 107,930,691.36	\$ 0.00	\$ 107,930,691.36
TOTAL AWARD AMOUNT		\$ 107,930,691.36		

3. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management</p> <p>Sheila Scanlon <small>Digitally signed by Sheila Scanlon DN: cn=Sheila Scanlon, o, ou=DHSEM, email=sheila.scanlon@state.co.us, c=US Date: 2021.05.05 12:42:47 -06'00'</small></p> <p>By: Kevin R. Klein, Director</p> <p>Date: <u>5/5/2021</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: <i>Linda M Bonesteel</i> <small>Digitally signed by Linda M Bonesteel DN: cn=Linda M Bonesteel, o=Division of Homeland Security and Emergency Management, ou=Office of Grants Management, email=linda.bonesteel@state.co.us, c=US Date: 2021.05.07 12:50:45 -06'00'</small></p> <p style="text-align: center;">Colorado Department of Public Safety, Linda M. Bonesteel, State Controller Delegate</p> <p>Option Effective Date: <u>5/7/2021</u></p>
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Grantor: **Colorado Department of Public Safety**

Budget Period: **April 21, 2020 – June 12, 2022**

Grant Name: **FEMA Public Assistance Covid-19 Grant Program**

Denver Contract Number: **FINAN-202054524-04**

Grant Amount: **Total: \$107,930,691.36 Amendment Amount: \$14,339,010.39**

1. Notwithstanding any other term or condition hereof, the Recipient is the City and County of Denver, a Colorado municipal corporation, on behalf of the Denver Department **of Finance** and Recipient represents it is a “public entity” within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended (“Immunity Act”).

2. Notwithstanding any other term or condition of the Grant Agreement, the obligation of the Recipient for all or any part of any payment obligations pertaining to the Grant Agreement, whether direct or contingent, over and above expenditure of the funds received from the Grant Agreement, shall only extend to utilization and payment of monies duly and lawfully approved and appropriated for the purpose of the Grant Agreement by the City Council of the Recipient and paid into the Treasury of the Recipient. The Grantor acknowledges that (i) the Recipient does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Recipient. If applicable, the Recipient has committed matching funds for this Grant Agreement in the amounts stated herein.

3. It is expressly understood and agreed that enforcement of the terms and conditions of this Grant Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Grantor and Recipient, and nothing contained in this Grant Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Grant Agreement. It is the express intention of the Recipient that any person or entity other than the Recipient receiving services or benefits under this Grant Agreement be deemed to be an incidental beneficiary only.

*Remainder of page left intentionally blank.
Signatures follow.*

Contract Control Number:
Contractor Name:

FINAN-202054524-04
COLORADO DEPARTMENT OF PUBLIC SAFETY


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of: 7/8/2021


SEAL



CITY AND COUNTY OF DENVER:


ATTEST:

DocuSigned by:

401385B9DD354C3...
Clerk and Recorder/Public Trustee
Paul Lopez


By: DocuSigned by:

83CED49359814EC...
Mayor
Michael B. Hancock


APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:

FA99283D7E75445...
Assistant City Attorney
Bradley Neiman

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:

978CC37373F64C1...
Chief Financial Officer
Brendan J Hanlon

By: DocuSigned by:

0269594F8B7845D...
Auditor
Timothy M. O'Brien

Contract Control Number:
Contractor Name:

FINAN-202054524-04
COLORADO DEPARTMENT OF PUBLIC SAFETY

By: ***SEE PAGE 1 FOR SIGNATURES***

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

FEMA Advisory

COVID-19 Cost Share Extension

Earlier today, FEMA Administrator Deanne Criswell joined the National Governors Association call with the White House COVID-19 team to discuss the latest 100% COVID-19 federal cost share extension. The extension will be for an additional three months from April 1 to July 1, 2022.

Specifically, this extension allows FEMA to pay 100% federal funding for the costs of activities that have previously been determined eligible from the beginning of the pandemic. Those costs may include the safe opening and operating of eligible facilities, including schools, and to continue COVID-19 related medical care, vaccination and testing efforts.

FEMA will also continue to provide 100% of the federal funding for National Guard activities to combat and respond to the COVID-19 pandemic. National Guard activities under Title 32 remain under the command and control of their respective governors but is funded by the Department of Defense (DoD). FEMA has mission assigned DoD to fund Title 32 National Guard deployments to support state and territorial efforts in response to the pandemic.

Following July 1, the federal cost share will shift to 90%, rather than the statutory minimum 75% federal cost share.

Contact Us

If you have any questions, please contact FEMA Office of External Affairs:

- Congressional Affairs at (202) 646-4500 or at FEMA-Congressional-Affairs@fema.dhs.gov
- Intergovernmental Affairs at (202) 646-3444 or at FEMA-IGA@fema.dhs.gov
- Tribal Affairs at (202) 646-3444 or at FEMA-Tribal@fema.dhs.gov
- Private Sector Engagement at (202) 646-3444 or at nbeoc@max.gov



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Also, follow Administrator Deanne Criswell on Twitter [@FEMA_Deanne](#).

FEMA Mission

Helping people before, during, and after disasters.