

MRP
CTGG1 NLAA 202300003188

GRANT AGREEMENT AMENDMENT #1 SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs (DOLA)	DLG Portal Number MRP-MRP001	Amendment CMS Number 180685
Grantee City and County of Denver	Previous CMS #(s) 180599	
Project Number and Name MRP-MRP001 – City and County of Denver Emergency Migrant Response	Grant Amount Initial Award: \$1,500,000.00 Amendment #1 01/03/2023: \$1,000,000.00 Total Grant Amount: \$2,500,000.00	
DOLA Regional Manager <u>Todd Leopold, (303) 916-1722, (todd.leopold@state.co.us)</u>		
DOLA Regional Assistant <u>Gheda Gayou, (303) 842-6318, (gheda.gayou@state.co.us)</u>	Prior Grant Agreement Expiration Date December 31, 2023	Current Grant Agreement Expiration Date December 31, 2023

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">GRANTEE CITY AND COUNTY OF DENVER</p> <p style="text-align: center;">_____ Michael Hancock</p> <p style="text-align: center;">By: Name of Authorized Individual (print)</p> <p style="text-align: center;">_____ Mayor</p> <p style="text-align: center;">Title: Official Title of Authorized Individual (print)</p> <p>DocuSigned by: _____ Michael Hancock 88EF80E3608845D... *Signature</p> <p style="text-align: center;">Date: <u>1/6/2023</u> <u>3:26 PM MST</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by: _____ Rick M. Garcia - DOLA 8139CF536BC34AC... By: Rick M. Garcia, Executive Director</p> <p style="text-align: center;">Date: <u>1/6/2023</u> <u>5:19 PM MST</u></p> <hr/> <p style="text-align: center;">PRE-APPROVED FORM REVIEWER</p> <p>DocuSigned by: By: _____ Angie Cue 45D2B7CF50DE4BD... Angie Cue, MRP Program Manager</p> <p style="text-align: center;">Date: <u>1/6/2023</u> <u>2:31 PM PST</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: _____
Beulah Messick - DOLA
090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Amendment Effective Date: 1/9/2023 | 2:26 PM MST

1. PARTIES

This Amendment (the “Amendment”) to the Original Grant Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Grantee, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or January 03, 2023, whichever is later and shall terminate on the termination of the Agreement.

4. PURPOSE

The Parties entered into the Agreement to provide housing assistance services, migrant response services, transportation and travel, and local government services for the Southwest Border Migrant response effort. Grantee reports that the number of migrants continues to increase, and that local governments outside the City and County of Denver are willing to provide staff assistance to Grantee for the migrant response effort. Grantee has requested and received Supplemental Grant Funds in the amount of \$1,000,000 to support additional costs. Grantee requests that the Supplemental Grant Funds be added to the Agreement and the Work Description and related eligible expenses be expanded to include reimbursement to Grantee for staffing costs from other local governments incurred during the redeployment of their employees for the Southwest Border Migrant response effort. This Amendment modifies the Work Description, Personnel, Budget, and adds the Supplemental Grant Funds to the Agreement as requested.

5. MODIFICATIONS

The Agreement and all prior amendments thereto, if any, are modified as follows:

- A. The Agreement Maximum Amount table on the Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. **§2.2.4. Local Government Staffing in Section 2. Description of the Project(s) and Work, §2.2. Work Description in Exhibit B** is hereby deleted:
“2.2.4. Local Government Staffing. Including local government staffing costs outside of previously budgeted amounts that are incurred in direct correlation to the migrant response.

Staff expenses include employee overtime (after hours and weekends) and straight time of redeployed City employees in emergency shelters, the welcome center, and hotels.”

and is replaced with the following in lieu thereof:

“2.2.4. Local Government Staffing. Including local government staffing costs outside of previously budgeted amounts that are incurred in direct correlation to the migrant response. Staff expenses include employee overtime (after hours and weekends) and straight time of redeployed City employees in emergency shelters, the welcome center, and hotels.

2.2.4.1. Assistance From Regional Local Governments. Including staffing costs for regional local government staff who are deployed from their community to the City and County of Denver to assist in the Southwest Border Migrant response effort.”

- C. The first sentence in **§5.1. Responsible Administrator**, in **Section 5. Personnel** in **Exhibit B** is hereby deleted:

“Grantee’s performance hereunder shall be under the direct supervision of **Jessica Skibo, Strategy & Operations Specialist, (jessica.skibo@denvergov.org)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5.**”

and is replaced with the following in lieu thereof:

“Grantee’s performance hereunder shall be under the direct supervision of **Justin Sykes, Denver Human Services Finance Director, (Justin.Sykes@denvergov.org)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5.**”

- D. The table in **§6.2. Budget** in **Section 6. Funding** in **Exhibit B** is hereby deleted:

“Budget Line(s)		Total Project Cost	Grant Funds
Line #	Cost Category		
1	Other: Migrant Response Aid	\$1,500,000	\$1,500,000
Total		\$1,500,000	\$1,500,000”

and is replaced with the following in lieu thereof:

“Budget Line(s)		Total Project Cost	Grant Funds
Line #	Cost Category		
1	Other: Migrant Response Aid	\$2,500,000	\$2,500,000
Total		\$2,500,000	\$2,500,000”

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control

over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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