

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“First 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 “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. Subsequent to the execution of the Agreement, CO Public Safety and the City have mutually through the date hereof executed a series of seven (7) option letters that modify the terms and conditions of the Grant Agreement, and further option letters may be agreed-upon by CO Public Safety and the City subsequent to this First Amendment; and

C. The City and CO Public Safety entered into that “Option Letter No. 6” approved by CO Public Safety on or about September 7, 2021, which modified the terms of the Grant Agreement to both extend its terms and modify its approved budget items, expressly allowing for the reimbursement of a percentage of management costs associated with the response to the COVID-19 pandemic; and

D. A copy of Option Letter No. 6 is attached hereto and incorporated as **Exhibit F-1**; and

E. In accordance with Option Letter No. 6, Two Hundred One Thousand Four Hundred and Eighty Dollars and Zero Cents (\$201,480.00) in eligible Agency management costs

Denver Health and Hospital Authority, D/B/A Denver Health Medical Center
Jaggaer No.: 202054689-01

is now eligible as Agency Funds to be reimbursed back to Agency out of available Grant Funds, as such Grant Funds have been modified by Option Letter No. 6; and

F. Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Agreement as they previously existed to memorialize the change in eligible reimbursable Agency Funds in accordance with Option Letter No. 6, and to incorporate **Exhibit F-1** 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 First Amendment shall have the meaning ascribed in the Agreement.

2. In order to update the definition of Grant Agreement in the Agreement to incorporate Option Letter No. 6 and any subsequent modifications to the Grant Agreement, if any, the second recital to the Agreement shall be replaced and restated in its entirety with the following:

“**WHEREAS**, the City has entered into that Public Assistance COVID-19 Grant Agreement (along with all incorporated exhibits thereto and as may be subsequently modified or amended, the "Grant Agreement") with the Colorado Division of Homeland Security and Emergency Management for emergency COVID-19-related funding in the total amount, including applicable local matching requirements, of One Hundred and Thirty-Six Million, Two Hundred and Fifteen Thousand, Nine Hundred and Thirty-Eight Dollars and Eight-Four Cents (\$136,215,938.84) (collectively, "Grants Funds") from the Federal Emergency Management Agency ("FEMA"); and”

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 Nineteen Million Forty-One Thousand One Hundred and Sixty-Five Dollars and Thirty-Eight Cents (\$19,041,165.38), with a corresponding Agency match requirement per the Grant Agreement of Six Million Two Hundred and Seventy-Nine Thousand Eight Hundred and Ninety-Five Dollars and Twelve Cents (\$6,279,895.12). 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 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-1**, as attached hereto and incorporated herein by reference, shall be incorporated into the Agreement as a new **Exhibit F**.

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

6. This First 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.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: FINAN-202054689-01
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

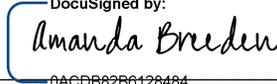
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202054689-01
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)