

**SECOND AMENDMENT AND REVIVAL TO
INTERGOVERNMENTAL AGREEMENT**

THIS SECOND AMENDMENT AND REVIVAL TO INTERGOVERNMENTAL AGREEMENT (“Second 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. Collectively, the Original Agreement and the First Amendment shall be referred to herein as the “Agreement;” and

D. Subsequent to the execution of the Agreement, CO Public Safety and the City have mutually executed “Option Letter No. 8” to the Grant Agreement, which extends the term expiration of the Grant Agreement from June 12, 2022 to December 31, 2023; and

E. A copy of Option Letter No. 8 is attached hereto and incorporated as **Exhibit F-2**; and

F. Although the term of the Agreement was intended to match the term of the underlying Grant Agreement, the Term of the Agreement expired on June 12, 2022; and

G. Rather than enter into a new contract, the Parties desire to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the Term, to amend the terms and conditions of the Agreement to memorialize the change in the term of the underlying Grant Agreement in accordance with Option Letter No. 8, and to incorporate **Exhibit F-2** 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. Section 7 of the Agreement, entitled "**TERM.**" shall be replaced and restated in its entirety to read as follows:

"7. **TERM.** The Term of the Agreement is from April 21, 2020 and terminates on December 31, 2023. The City may terminate this Agreement, or any part thereof, for the reasons and in the manner provided in the Grant Agreement."

3. **Exhibit F-2**, as attached hereto and incorporated herein by reference, shall be incorporated into the Agreement as a supplement to the existing **Exhibit F**.

4. Except as explicitly herein amended, the Agreement is hereby revived and reinstated as it existed prior to the expiration of the Term, continues in effect, and is affirmed and ratified in each and every particular.

5. This Second 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-202264116-02 [202054689-02]
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY,
D/B/A DENVER HEALTH MEDICAL CENTER

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: FINAN-202264116-02 [202054689-02]
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY,
D/B/A DENVER HEALTH MEDICAL CENTER

By: See Signature Page Below

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: FINAN-202264116-02 [202054689-02]
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY,
D/B/A DENVER HEALTH MEDICAL CENTER

By: Amanda Breeden, AOR
Digitally signed by Amanda Breeden, AOR
DN: cn=Amanda Breeden, AOR, o=Denver Health & Hospital Authority, ou, email=amanda.breeden@dhha.org, c=US
Date: 2022.08.17 09:26:18 -06'00'

Name: Amanda Breeden
(please print)

Title: Director, SPARO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit F-2
OPTION LETTER

State Agency Department of Public Safety	Option Letter Number 8				
Grantee The City and County of Denver	Option Agreement Maximum Amount \$ 136,215,938.84				
Original Agreement Encumbrance Number Subrecipient DUNS Number Subrecipient UEI Federal Award Identification Number (FAIN) Federal Award Date Name of Federal Awarding Agency Assistance Listing (CFDA): 97.036 Identification if the Award is for R&D:	<table> <tr> <td>PACOV19DEN 085596802 JL75DFB1NLR4 FEMA-4498-DR-CO March 13, 2020 DHS/FEMA Public Assistance No</td> <td>Agreement Performance Beginning Date April 21, 2020</td> </tr> <tr> <td></td> <td>Current Agreement Expiration Date December 31, 2023</td> </tr> </table>	PACOV19DEN 085596802 JL75DFB1NLR4 FEMA-4498-DR-CO March 13, 2020 DHS/FEMA Public Assistance No	Agreement Performance Beginning Date April 21, 2020		Current Agreement Expiration Date December 31, 2023
PACOV19DEN 085596802 JL75DFB1NLR4 FEMA-4498-DR-CO March 13, 2020 DHS/FEMA Public Assistance No	Agreement Performance Beginning Date April 21, 2020				
	Current Agreement Expiration Date December 31, 2023				

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 State hereby exercises its option for an additional term, beginning May 12, 2022 and ending on 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 maximum amount payable by the State for performance of this Award remains the same as in the Original Agreement, Option Letter Number 2, as amended.

3. OPTION EFFECTIVE DATE:

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

<p>STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management</p> <p>Digitally signed by Sheila M. Q. Scanlon Date: 2022.06.03 14:11:01 -06'00'</p> <p>Sheila M. Q. Scanlon</p> <p>By: Sheila M. Q. Scanlon, Chief of Staff For: Kevin R. Klein, Director</p> <p>Date: <u>6/3/2022</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>Digitally signed by Linda M Bonesteel Date: 2022.06.06 09:32:57 -06'00'</p> <p>By: <u>Linda M Bonesteel</u> Colorado Department of Public Safety, Linda M. Bonesteel, State Controller Delegate</p> <p>Option Effective Date: <u>6/6/2022</u></p>
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Grantor: **Colorado Department of Public Safety**
Budget Period: **April 21, 2020 – December 31, 2023**
Grant Name: **FEMA Public Assistance Covid-19 Grant Program**
Denver Contract Number: **FINAN-202054524-08**
Grant Amount: **Total: \$136,215,938.84 Amendment Amount: \$0.00**

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-202054524-08
COLORADO DEPARTMENT OF PUBLIC SAFETY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of: 6/23/2022

SEAL



CITY AND COUNTY OF DENVER:

ATTEST:

DocuSigned by:
Audrey Kline
E0F80F841070488...
Deputy Clerk and Recorder
Audrey Kline

By: DocuSigned by:
Brendan J Hanlon
873CC37373F04C1...
Deputy Mayor
Brendan J Hanlon

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:
Bradley Neiman
EA99283D7E75445...
Assistant City Attorney
Bradley Neiman

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:
Margaret Danuser
F121BA102D29409...
Deputy Chief Financial Officer
Margaret Danuser

By: DocuSigned by:
Timothy M. O'Brien
0269594F8B7845D...
Auditor
Timothy M. O'Brien

Contract Control Number:
Contractor Name:

FINAN-202054524-08
COLORADO DEPARTMENT OF PUBLIC SAFETY

By: See Option Letter #8 Above

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)