

FIFTH AMENDMENT AND REVIVAL TO INTERGOVERNMENTAL AGREEMENT

THIS FIFTH AMENDMENT AND REVIVAL TO INTERGOVERNMENTAL AGREEMENT (“Fifth 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 (“Second Amendment”); and

D. On or about January 6, 2023, the Parties executed that Third Amendment to Intergovernmental Agreement, thereby amending the Original Agreement to update the local matching requirement for the receipt of Grant Funds and to incorporate new Exhibits F-3 and F-4, respectively, to the Original Agreement (“Third Amendment”); and

E. On July 23, 2024, the Parties executed that Fourth Amendment and Revival to Intergovernmental Agreement, thereby reviving the Original Agreement and amending the Original Agreement to account for the payment of Agency Funds attributable to the performance of Specific Agency Work and to extend its term to December 31, 2024 (all as further described therein, the “Fourth Amendment”); and

Denver Health and Hospital Authority, D/B/A Denver Health Medical Center
Jaggaer No.: 202477188-05 (202054689-05)

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

G. On June 13, 2024, CO Public Safety and the City mutually executed “Option Letter No. 9” to the Grant Agreement, which, in part, authorized the reimbursement of management costs incurred by the Agency for administering the Grant Agreement across all applicable projects, with such management costs including, without limitation, reviewing and processing applications, conducting damage assessments, participating in meetings to the public assistance process, and collecting, copying, and submitting the necessary documentation to support the claim (collectively, the “Management Costs”); and

H. A Copy of Option Letter No. 9 is attached hereto and incorporated herein as **Exhibit F-5**; and

I. Additionally, subsequent to the execution of Option Letter No. 9, FEMA issued a “Category Z Worksheet” advising that the Management Costs are indeed authorized under the Grant Agreement; and

J. A copy of the Category Z Worksheet is attached hereto and incorporated herein as **Exhibit F-6**; and

K. Subsequent to the execution of the Agreement, the maximum contract amount for the Agency Work funded by the Agency Funds, including the Management Costs, has increased from Twenty-Four Million Four Hundred Eighty Thousand Seven Hundred Thirty Dollars and Ninety-Three Cents (\$24,480,730.93) to Thirty Million Nine Hundred Seventy-Seven Thousand One Hundred Seventy-Three Dollars and Sixty-Seven Cents (\$30,977,173.67); and

L. By its terms, the Agreement expired on December 31, 2024; and

M. Rather than enter into a new contract, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the Term, as well as amend the terms and conditions of the Agreement to memorialize the changes described herein, 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 Fifth Amendment shall have the meaning ascribed in the Agreement.

2. 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 Thirty Million Nine Hundred Seventy-Seven Thousand One Hundred Seventy-Three Dollars and Sixty-Seven Cents (\$30,977,173.67), 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.”

3. 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, 2025. The City may terminate this Agreement, or any part thereof, for the reasons and in the manner provided in the Grant Agreement.”

4. **Exhibit F-5**, 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-6**, 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, and despite a previously-stated expiration date of December 31, 2024, the Agreement is hereby revived and reinstated as it existed prior to the previous expiration of the Term, continues in effect, and is affirmed and ratified in each and every particular.

7. This Fifth 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:
Contractor Name:

FINAN-202477188-05 [202054689-05]
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

FINAN-202477188-05 [20254689-05]
DENVER HEALTH AND HOSPITAL AUTHORITY

By:

Signed by:

Kimberly Fash

54D81C88D2514DB...

kimberly Fash

Name:

(please print)

Title: Director, SPARO

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

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 the Original Agreement is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above and outlined in the table below. The maximum amount payable by the State for performance of this Grant Agreement is increased to \$137,922,880.46. The total project amount is \$137,922,880.46.

Opt Ltr #9

<i>Agreement Contract</i>	<i>Project Worksheet (PW #)</i>	<i>Cat</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>TOTAL Project</i>
Option Letter #4	00021(1)	B	\$ 1,469,119.12	\$ (1,469,119.12)	\$ 0.00
Option Letter #5	00007(3)	B	\$ 23,454,579.40	\$ 0.00	\$ 23,454,579.40
Option Letter #6	00070(0)	Z	\$ 1,492,284.67	\$ 0.00	\$ 1,492,284.67
Option Letter #7	00021(2)	B	\$ 3,338,383.41	\$ 0.00	\$ 3,338,383.41
Option Letter #8	00021(3)	B	\$ 924,638.98	\$ 0.00	\$ 924,638.98
Option Letter #9	00070(1)	Z	\$ 782,302.64	\$ 0.00	\$ 782,302.64
TOTAL BUDGET			\$ 137,922,880.46	\$ 0.00	\$ 137,922,880.46
TOTAL AWARD AMOUNT			\$ 137,922,880.46		

3. OPTION EFFECTIVE DATE:

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

<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management</p> <p>Michael Haney Digitally signed by Michael Haney Date: 2023.08.25 07:32:25 -06'00'</p> <p>By: Michael Haney, Director, Office of Grants Management For: Kevin R. Klein, Director</p> <p>Date: <u>8/25/2023</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 align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p align="right">Digitally signed by Laura Dehart Date: 2023.08.25 08:11:22 -06'00'</p> <p>By: Laura Dehart</p> <p align="center">Colorado Department of Public Safety, Laura Dehart, State Controller Delegate</p> <p>Option Effective Date: <u>8/25/2023</u></p>
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Grantor: Colorado Department of Public Safety

Budget Period: April 21, 2020 – December 31, 2024

Grant Name: FEMA Public Assistance Covid-19 Grant Program

Denver Contract Number: FINAN-202054524-09 (202473253-09)

Grant Amount: Total: \$137,922,880.46 Amendment Amount: \$1,706,941.62

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:

FINAN-202473253-09 [202054524-09]

Contractor Name:

Colorado Department of Public Safety

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of: 6/13/2024 | 9:47 AM MDT

SEAL

DocuSigned by:



CITY AND COUNTY OF DENVER:

ATTEST:

DocuSigned by:

A handwritten signature in black ink, appearing to read "Paul D. Lopez".

Clerk and Recorder/Public Trustee
The Honorable Paul D. Lopez

By:

DocuSigned by:

A handwritten signature in black ink, appearing to read "Michael Johnston".

30C001F0C803400

Mayor

Michael Johnston

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

DocuSigned by:

A handwritten signature in black ink, appearing to read "Bradley Neiman".

Assistant City Attorney

Bradley Neiman

By:

DocuSigned by:

A handwritten signature in black ink, appearing to read "Nicole Doheny".

Chief Financial Officer

Nicole Doheny

By:

DocuSigned by:

A handwritten signature in black ink, appearing to read "Timothy O'Brien".

30C001F0C803400

Auditor

Timothy O'Brien

Contract Control Number: FINAN-202473253-09 [202054524-09]
Contractor Name: Colorado Department of Public Safety

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	188415	PW #	70	Project Type	Management Costs
Project Category	Z - Management Costs			Applicant	Denver, City & County of (031-99031-00)
Project Title	Cat Z - Management Costs			Event	4498DR-CO (4498DR)
Project Size	Large			Declaration Date	3/28/2020
Activity Completion Date	3/29/2024			Incident Start Date	1/20/2020
Process Step	Pending PDMG Project Review			Incident End Date	Ongoing

Damage Description and Dimensions

The Disaster # 4498DR, which occurred between 01/20/2020 and Ongoing, caused:

Damage # 465815; Management Costs (Denver, City & County of)

4498DR was declared 03/28/2020 for a Biological event that occurred from 01/20/2020 to Ongoing. Denver, City & County of (031-99031-00) is requesting reimbursement for eligible management costs that it tracks, charges, and accounts for its eligible PA subawards.

Final Scope

465815 Management Costs

This is a Public Assistance Subrecipient Management Costs project which allows the Subrecipient to receive actual costs for Management Costs, up to a fixed estimate Management Costs award. The final fixed estimate cannot exceed 5.00% of all of the Subrecipient's eligible emergency and permanent work subawards.

The applicant will conduct Management Cost related activities that it tracks, charges, and accounts for its eligible PA awards.

Version 1 is based on Estimated Management Costs.

Estimated Management Costs Total:

$\$134,723,654.17 * 0.05 = \$6,736,182.71$ maximum allowable funding

Version 0 Requested Amount: \$1,492,284.67

Version 1 Requested Amount: \$731,496.69

Total funding provided: \$2,223,781.36

Project Notes:

1. All costs associated with this project can be found in document titled: 188415 - Validation Summary_Version 1.xlsx.
2. Version 1 Estimated Costs taken from document titled: Version 1 Summary of Totals.pdf

Cost

Code	Quantity	Unit	Total Cost	Section
9905 ((V1) DRRRA - Sub-Recipient Management Costs)	1.00	Lump Sum	\$731,496.69	Completed
9905 ((V0) DRRRA - Sub-Recipient Management Costs)	1.00	Lump Sum	\$1,492,284.67	Completed

CRC Gross Cost	\$2,223,781.36
CRC Net Cost	\$2,223,781.36
Federal Share (100.00%)	\$2,223,781.36
Non-Federal Share (0.00%)	\$0.00

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-08-CO-4498-PW-00070(122)	\$1,492,284.67	100 %	\$1,492,284.67	8/18/2021
1	Eligible	In Review		\$731,496.69	100 %	\$0.00	

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
No Records				

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Final Reviews

Final Review

Reviewed By Kelly, Sean

Reviewed On 07/07/2021 9:59 AM EDT

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Tjhan, Sunghan

Reviewed On 07/08/2021 1:45 PM EDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Tjhan, Sunghan

Signed On 07/08/2021