

**CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 47
Series of 2020**

TITLE: A RESOLUTION APPROVING THE THIRD AMENDMENT TO AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN JEFFERSON COUNTY AND THE CITY OF WHEAT RIDGE, COLORADO, PERTAINING TO COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

WHEREAS, pursuant to Section 14.12 of the Home Rule Charter, C.R.S. §§ 29-1-201 and 203, and Colo. Const. Art. XIV, § 18(2)(a), the City of Wheat Ridge (“City”) is authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

WHEREAS, on June 13, 2011, by Resolution No. 17, Series 2011, the City Council (“Council”) approved an Intergovernmental Cooperation Agreement between the City and Jefferson County (“County”) concerning Community Development Block Grant programs (the “IGA”); and

WHEREAS, on September 26, 2011, by Resolution No. 33, Series 2011, the Council approved a First Amendment of said IGA; and

WHEREAS, on July 14, 2014, by Resolution No. 42, Series 2014, the Council approved a Second Amendment of said IGA; and

WHEREAS, the Council wishes to approve a Third Amendment in order to maintain compliance with federal requirements and preserve the City’s ability to participate in the Community Development Block Grant program; and

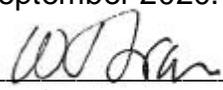
WHEREAS, pursuant to Section 14.2 of the City’s Home Rule Charter, the Council must approve intergovernmental agreements and amendments thereto by resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado:

Section 1. The Third Amendment to the Intergovernmental Agreement between Jefferson County and the City of Wheat Ridge concerning Community Development Block Grant Programs, attached hereto as **Exhibit A**, is hereby approved.

Section 2. This Resolution shall be effective upon adoption.

DONE AND RESOLVED this 28th day of September 2020.



Bud Starker, Mayor



ATTEST:



Steve Kirkpatrick, City Clerk

THIRD AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS THIRD AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT (this “Third Amendment”), dated for reference purposes only this 15th day of September, 2020, is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and the **CITY OF WHEAT RIDGE**, a home-rule municipal corporation of the State of Colorado located in Jefferson County (the “City”).

RECITALS

A. The County and the City previously entered into an Intergovernmental Cooperation Agreement dated May 25, 2011 (the “Agreement”), which qualified the County as an urban county and entitled the parties to receive Community Development Block Grant (“CDBG”) funds to conduct and administer housing and community development activities and projects;

B. The County and the City subsequently entered into (1) the First Amendment to Intergovernmental Cooperation Agreement dated August 29, 2011 and (2) the Second Amendment to Intergovernmental Cooperation Agreement dated June 4, 2014;

C. The County and the City now desire to further amend the Agreement as set forth herein to meet the requirements for cooperation agreements set forth in the current urban county qualification notice;

D. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

AGREEMENT

In consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the City agree as follows:

1. The final two sentences of Recital E of the Agreement shall be deleted in their entirety.
2. Section 1(c) of the Agreement shall be deleted in its entirety and replaced with the following:

The City understands that it may receive a formula allocation under the Emergency Solutions Grants (ESG) Program only through the urban county. This does not preclude the urban county or the City from applying to the State for ESG funds, if the State allows.

3. Section 2 of the Agreement (“Period of Performance”) shall be deleted in its entirety and replaced with the following:

Period of Performance. This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the Program Years and any successive qualification periods) are expended and the funded activities completed. Neither the County nor the City may terminate or withdraw from the Agreement while it remains in effect.

4. Section 3 of the Agreement (“Renewals”) shall be deleted in its entirety and replaced with the following:

Renewals. This Agreement will renew automatically for participation by the parties in successive three-year (3-year) qualification periods unless the City or the County provides written notice to the other party that it elects not to participate in a new qualification period. In such case, the terminating party shall send a copy of the notice of termination to the HUD field office. The County will notify the City in writing by the date specified in HUD’s urban county qualification notice for the next qualification period of the City’s right to make this election. A copy of the County’s notification must be sent to the HUD field office by the date specified in the urban county qualification notice. Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the urban county qualification notice applicable to a subsequent qualification period and to submit the amendment to HUD as provided in the urban county qualification notice will void the automatic renewal of such qualification period. If the Agreement is renewed, the subsequent three-year (3-year) period will constitute the new Program Years.

5. Section 4(d) of the Agreement shall be deleted in its entirety.

6. Section 4(e) of the Agreement shall be deleted in its entirety and replaced with the following:

The County and the City shall (i) take all actions necessary to assure compliance with the urban county’s certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, and regarding affirmatively furthering fair housing; (ii) comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968; and (iii) comply with all other applicable laws. Urban county funding shall not be used for activities in, or in support of, the City if the City does not affirmatively further fair housing within its own jurisdiction or the City impedes the County’s actions to comply with the County’s fair housing certification.

7. Section 8(d)(i) of the Agreement shall be deleted in its entirety and replaced with the following:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the County or the City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

8. Except as amended herein, all terms and conditions of the Agreement, as previously amended as specified in Recital B of this Third Amendment, shall remain in full force and effect. In the event of any conflict between the Agreement and this Third Amendment, the terms and conditions of this Third Amendment shall control.

(Signature Page Follows)

The parties hereto have caused this Third Amendment to be executed.

ATTEST:

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Clerk to the Board

By: _____
Lesley Dahlkemper, Chairman
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

Jean R. Biondi
Assistant County Attorney

CITY OF WHEAT RIDGE
STATE OF COLORADO

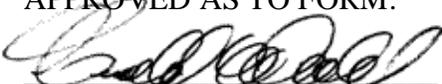
By:  _____
Bud Starker, Mayor

Date: September 28, 2020

ATTEST:


By: _____
Steve Kirkpatrick, City Clerk

APPROVED AS TO FORM:



Gerald E. Dahl
City Attorney