

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 56
Series of 2020

TITLE: A RESOLUTION APPROVING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON COUNTY FOR CARES ACT LOCAL GOVERNMENT DISTRIBUTIONS

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") which established a \$150 billion Coronavirus Relief Fund; and

WHEREAS, Jefferson County has a population in excess of 500,000 people and therefore is an eligible unit of local government under the CARES Act and Jefferson County requested direct payment of its share of funding from the US Department of the Treasury on April 17, 2020; and

WHEREAS, on May 11, 2020, the City Council adopted Resolution No. 29, Series 2020, which approved an intergovernmental agreement with Jefferson County to enable the County to disburse to the City of Wheat Ridge a portion of the CARES Act funding; and

WHEREAS, the County and the City wish to amend the Agreement to extend the deadline date for return of any unused of funds and to add a requirement for subrecipient reporting.

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

Section 1. First Amendment to IGA Approved. The Council hereby approves the First Amendment to Intergovernmental Agreement attached hereto as **Exhibit 1.**

Section 2. Effective Date. This Resolution shall be effective upon adoption.

DONE AND RESOLVED this 9th day of November 2020.



Bud Starker, Mayor

ATTEST


Steve Kirkpatrick, City Clerk



Exhibit 1

First Amendment to Intergovernmental Agreement

[attached]

EXHIBIT 1

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT CARES ACT LOCAL GOVERNMENT DISTRIBUTIONS

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT – CARES ACT LOCAL GOVERNMENT DISTRIBUTIONS (this “First Amendment”), dated for reference purposes only this 14th day of October, 2020, is made by and between COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the “County”) and the CITY OF WHEAT RIDGE, STATE OF COLORADO a quasi-municipal corporation and political subdivision of the State of Colorado (the “Local Government”). The County and the Local Government shall be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

RECITALS

A. On May 19, 2020, the County and the Local Government entered into that certain Intergovernmental Agreement – CARES Act Local Government Distributions (the “Agreement”). The Parties now desire to amend the Agreement to add additional terms as set forth herein.

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

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. Use of Funds Deadline Extended. The Agreement required that any unused Funds would be returned to the County by September 1, 2020. The Parties hereby amend Sections 5(a) and 5(e) of the Agreement to extend the deadline to return unexpended Funds to the County to November 1, 2020. If the Local Government has not submitted a plan for the use of the Local Fund Distribution Amount on or before November 1, 2020, then the County shall proceed with the return of the unused funds as contemplated in Section 5(e) of the Agreement.
2. Subrecipient Reporting. A new Section 10 is added to the Agreement as follows:
 - “10. Subrecipient Reporting.
 - a. Subrecipient Information. For purposes of this Agreement and in conformance with the CARES Act, “subrecipients” are any entity to which the County issues a contract, grant, loan, direct payment or transfer to another government entity of \$50,000 or more. The County is required to monitor and manage subrecipients as defined in 2 CFR 200.330 to 200.332. To that end the following information is adding to the Agreement for compliance purposes:

Subrecipient Identifier: 1002391

Subrecipient DUNS Number: 076476423

Federal Award Identification Number (FAIN): SLT0189

Federal Program: Coronavirus Relief Fund

Federal Award Identification: United States Treasury Department

Catalog of Federal Domestic Assistance (CFDA) Number: 21.019

Federal Award Project Description: CARES Act Local Government Distributions

This is not a research and design award.

There is no indirect cost rate for the Federal award.

- b. Subrecipient Subaward. The Local Government, if acting as a pass-through entity for subrecipient subawards must ensure that the following information is clearly identified to every subrecipient for each separate award. The pass-through entity (Local Government) must provide information to describe the Federal award and subaward. §200.331. Information required to be collected by the Local Government include:
 - (i) Subrecipient's unique entity identifier;
 - (ii) Federal Award Identification Number (FAIN);
 - (iii) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (iv) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (v) Identification of whether the award is Research and Design; and
 - (vi) Indirect cost rate for the Federal award (including if the de minimis rate is charged)."
3. Conflicts. Except as modified by this First Amendment, every other term and condition of the Agreement shall remain in full force and effect.
4. Governing Law and Venue. This First Amendment shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the District Court for Jefferson County, Colorado.
5. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.
6. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

7. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this Amendment. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly authorized and executed.

**COUNTY OF JEFFERSON,
STATE OF COLORADO**


By: _____
Lesley Dahlkemper, Chairman
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:


Kourtney K. Hartmann
Deputy County Attorney

**CITY OF WHEAT RIDGE, STATE OF
COLORADO**


By: 
Bud Starker, Mayor

Date: November 9, 2020

Attest:


Steve Kirkpatrick, City Clerk

APPROVED AS TO FORM:


Gerald Dahl
City Attorney