

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB32

ORDINANCE NUMBER: 2020-32

TITLE: AN ORDINANCE APPROVING THE AMENDMENT TO THE INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL AND THE CITY OF BLACK HAWK dba BLACK HAWK AND CENTRAL CITY TRAMWAY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City Council hereby approves the Amendment to the Intergovernmental Grant Agreement between the State of Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway, attached hereto as **Exhibit A**, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of December, 2020.

ATTEST:


Melissa A. Greiner, CMC, City Clerk


David D. Spellman, Mayor



STATE OF COLORADO AMENDMENT (1)**SIGNATURE AND COVER PAGE**

State Agency Department of Transportation	Grant Amendment Number / PO Number 20-HTR-ZL-03223-M0002 / 491002189
Subrecipient CITY OF BLACK HAWK	Original Grant Agreement Number / PO Number 20-HTR-ZL-03223 / 491002189
Current Subaward Agreement Amount	Grant Agreement Performance Beginning Date May 28, 2020
Federal Funds Maximum Amount (100%) \$190,093.00	Amended Agreement Expiration Date December 31, 2021
Local Funds Local Match Amount (0%) \$0.00	Amended Fund Expenditure End Date December 31, 2021
Agreement Total \$190,093.00	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p align="center">SUBRECIPIENT CITY OF BLACK HAWK</p> <p align="center"><i>Stephen Cole</i></p> <p align="center">By: <u>Stephen Cole</u></p> <p>Date: <u>11/12/2020</u></p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>By: <u>David Krutsinger</u> Shoshana M. Lew, CDOT Executive Director</p> <p align="center"><i>David Krutsinger</i></p> <p>Signature*</p> <p>Signatory avers to the State Controller or delegate that, except as specified herein, Subrecipient has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: <u>11/12/2020</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: *Doni Copelano*
Department of Transportation

Effective Date: 11/12/2020

1) PARTIES

This Amendment (the “Amendment”) to the Original Grant shown on the Signature and Cover Page for this Amendment (the “Grant”) is entered into by and between the Subrecipient, and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Grant shall be construed and interpreted in accordance with the Grant.

3) EFFECTIVE DATE AND ENFORCEABILITY**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Grant contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Grant.

4) PURPOSE

The purpose for this Amendment is to add CARES Act Phase 2 funds, extend the agreement, and revise Exhibit A - Statement of Work and Budget as described in Section 5.

5) MODIFICATIONS

The Subaward and all prior amendments thereto, if any, are modified as follows:

A. The Subaward Agreement Amount on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Current Subaward Agreement Amount shown on the Signature and Cover Page for this Amendment.

B. The Initial Agreement Expiration Date on the Grant Agreement’s Cover Page is hereby deleted and replaced with the Amended Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Fund Expenditure End Date on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Amended Fund Expenditure End Date shown on the Signature and Cover Page for this Amendment.

D. Exhibit A is hereby deleted and replaced with Exhibit A.1.

E. All references to Exhibit A in the Subaward and any amendments are hereby deleted in its entirety and replaced with Exhibit A.1.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Grant, and the Grant and all prior amendments or other modifications to the Grant, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Grant, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Grant or any prior modification to the Grant, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Grant to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A.1 – STATEMENT OF WORK AND BUDGET

EXHIBIT A - STATEMENT OF WORK AND BUDGET							
Project Description*		2020 CARES Act 5311 A/O Award					
Federal Awarding Agency				Federal Transit Administration (FTA)			
Federal Regional Contact				Cindy Terwilliger			
Federal Award Date				To Be Determined			
Project End Date				December 31, 2021			
FAIN		To Be Determined		CFDA#		20.509	
CFDA Title		Formula Grants for Rural Areas Program					
Subrecipient		Black Hawk, City of		DUNS #		008384836	
Contact Name		Tom Isbester		Vendor #		2000406	
Address		987 Miners Mesa Road Black Hawk, CO 80422-0068		Phone #		(303) 582-1324	
Email		tisbester@cityofblackhawk.org		Indirect Rate		N/A	
Total Project Budget							\$190,093.00
Budget	WBS**	ALI	Federal Funds		Local Funds		Total
Administrative (Phase 1)	20-11-5CARE.BHWK.620	11.79.00	100%	\$15,000.00	0%	\$0.00	\$15,000.00
Operating (Phase 1)	20-11-4CARE.BHWK.300	30.09.08	100%	\$93,353.00	0%	\$0.00	\$93,353.00
Operating (Phase 2)	20-11-4CARE.BHWK.300	30.09.08	100%	\$81,740.00	0%	\$0.00	\$81,740.00
Total Project Amount Encumbered via this Subaward Agreement							\$190,093.00

*This is not a research and development grant.

**The WBS numbers may be replaced without changing the amount of the subaward at CDOT's discretion.

A. Project Description

City of Black Hawk shall maintain the existence of public transportation services through the following goals:

1. Support transit operations to prevent, prepare for, and respond to COVID-19 (see Section D for more details);
2. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
3. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);
4. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
5. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

This funding is provided to support the services described above for calendar year 2020 and 2021 (January 20 – December 31).

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Reimbursement Request in COTRAMS	Monthly
Submit Final Reimbursement Request in COTRAMS	12/30/2021
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Subaward Agreement: December 31, 2021.	

2. Performance will be reviewed throughout the duration of this Subaward Agreement. City of Black Hawk shall report to the CDOT Project Manager whenever one or more of the following occurs:
- Budget or schedule changes;
 - Scheduled milestone or completion dates are not met;
 - Identification of problem areas and how the problems will be resolved; and/or
 - Expected impacts and the efforts to recover from delays.

C. Project Budget

- The Total Project Budget is \$190,093.00. CDOT will pay 100% of the eligible, actual administrative costs, up to the maximum amount of \$15,000.00, and 100% of the eligible, actual operating costs, up to the maximum amount of \$175,093.00. CDOT will retain any remaining balance of the federal share of CARES Act FTA-5311 Funds. City of Black Hawk shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$15,000.00 (100%) for administrative costs and \$175,093.00 (100%) for operating costs, will be encumbered for this Subaward Agreement.
- No refund or reduction of the amount of City of Black Hawk's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
- Per the terms of this Subaward Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this Project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. City of Black Hawk shall initiate and prosecute to completion all actions necessary to enable City of Black Hawk to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

- City of Black Hawk shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475; FTA C 5010.1E Chapter VI: Financial Management; Master Agreement, Section 6 "Non-Federal Share;" and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.
- City of Black Hawk's operating expenses (net fare revenue) are eligible beginning January 20, 2020. Those costs include 1) paying administrative leave of operations personnel due to reductions in services or quarantine; 2) paratransit service operating expenses; 3) Charter service in response to the COVID-19 emergency (up to 45 days without a waiver); 4) items having a useful life of less than one year, including personal protective equipment and cleaning supplies; 5) Operating expenses related to the response to COVID-19; 6) Operating expenses related to the pandemic preparedness; and 7) costs directly related to system operations. City of Black Hawk at a minimum, should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.

3. If City of Black Hawk elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing. Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.
4. If City of Black Hawk has already submitted invoices through its 2020 and 2021 normal 5311 grant agreement, then these expenses are no longer eligible for CARES Act funds.

E. Reimbursement Eligibility

1. City of Black Hawk must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance (January 20 – December 31) of this Subaward Agreement.
2. Reimbursement requests must be within the limits of Section D., Allowable Costs, of this Subaward Agreement. City of Black Hawk will be reimbursed based on the ratio of Federal Funds share and Local Funds share set forth in the Project Budget above.
3. City of Black Hawk must submit the final invoice within sixty (60) calendar days of December 31, 2021, and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) days of issuance of the final reimbursement payment.

F. Training

In an effort to enhance transit safety, City of Black Hawk and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Black Hawk shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

G. Restrictions on Lobbying

City of Black Hawk is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

H. Special Conditions

1. City of Black Hawk will comply with all requirements imposed by CDOT on City of Black Hawk so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. City of Black Hawk agrees that if it receives federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to CDOT, and reimburse CDOT for any federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.
3. City of Black Hawk must permit CDOT and their auditors to have access to City of Black Hawk's records and financial statements as necessary, with reasonable advance notice.
4. Record retention shall adhere to the requirements outlined in 2 CFR 200.333 and FTA C 5010.1E.
5. City of Black Hawk cannot request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).

6. City of Black Hawk must obtain prior CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
7. If receiving FTA 5311 funding, City of Black Hawk shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.
8. If receiving FTA 5311 funding, City of Black Hawk shall maintain and report annually all information required by NTD and any other financial, fleet, or service data.
9. If receiving FTA 5311 or 5339 funding, City of Black Hawk will ensure subcontractors and subrecipients comply with FTA Drug and Alcohol Regulations.
10. City of Black Hawk will comply with the Federal Transit Administration (FTA) Drug and Alcohol Regulations, to include on time submission to FTA's Drug and Alcohol Management Information System (DAMIS).
11. City of Black Hawk shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
12. City of Black Hawk shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
13. City of Black Hawk will provide transportation services to persons with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
14. City of Black Hawk shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA Subrecipients.
15. City of Black Hawk shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Black Hawk shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
16. City of Black Hawk shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.
17. City of Black Hawk shall update its Agency Profile in COTRAMS with any alterations to existing construction or any new construction in accordance with FTA Circular 4710.1.
18. If applicable, City of Black Hawk will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d).
19. City of Black Hawk shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR part 26 and CDOT's DBE program.