

Regular Meeting Agenda – June 25, 2024 at 9:00 a.m. Gilpin County Board of County Commissioners

Marie A. Mornis, District 1

Susan Berumen, District 2

Sandy Hollingsworth, District 3

This meeting will be held in-person at the Community Center, 250 Norton Dr., Black Hawk, CO.

Please visit tinyurl.com/GilpinCommissioners to attend virtually.

Please silence all electronic devices and keep quiet while the meeting is in session.

Please sign up for public or press comments prior to start of meeting.

9:00 a.m.

- 1. Call to Order, Agenda Review and Conflicts of Interest
- **2.** Public or Press Comment (limited to three minutes each person)
- 3. CONSENT AGENDA
 - a. Treasurer's Report, May 2024 Mary Lorenz, Treasurer
 - b. 2024 National Forest Service Money Apportionment Mary Lorenz, Treasurer
 - Ratification of Grant Acceptance Public Health Emergency Preparedness Cities
 Readiness Initiative Extension of Existing Through State Fiscal Year 2025, Task Order
 2025*0081 OC Jamie Boyle, Grants Manager
 - Ratification of Grant Acceptance Public Health Emergency Preparedness (PHEP)
 Extension of Existing Through State Fiscal Year 2025, Task Order 2025*0118 Jamie Boyle, Grants Manager
 - e. Ratification of Grant Acceptance State Tobacco Education and Prevention Partnership (STEPP) Grant Program, Task Order 2024*3830 Jamie Boyle, Grants Manager
 - f. Ratification of Grant Application Court Security Grant for State Fiscal Year 2025 Greg Demo, Division Chief, Sheriff's Office, and Jamie Boyle, Grants Manager
 - g. Approval of Meeting Minutes for June 11, 2024 meeting Melanie Bleyler, Deputy Clerk to the Board
- 4. Colorado Department of Transportation (CDOT) Commissioner Rick Ridder, Crystal Armendariz, Local Government Liaison, and members from Region 1 Team



9:30 a.m.

- **5. Public Hearing. Board of Adjustment.** Resolution BOA-24-3, Approving a Variance for 753 N. Dory Lakes Drive from Section 2.3 of the Gilpin County Zoning Regulations Rob Gutierrez, Community Development Director, and Clifford Cutter
- 6. Resolution 24-99, Awarding a Contract to Paradigm Public Affairs for the Commission of a Sexually Oriented Business (SOB) Impact Study Ray Rears, County Manager, Sam Bower, Administrative Analyst, and Dr. Tanya Settles, Paradigm Public Affairs, LLC
- **7.** Resolution 24-95, Appointing Veteran Services Officer Janey Barker, Human Services Director, and Leon Pohl, Veteran Services Officer
- **8.** Resolution 24-96, Extending the Temporary Stay on the Processing of 1041 Permit Applications Brad Benning, County Attorney
- **9. Local Liquor License Authority**. Retail Liquor License Renewals for Underground Liquor and Pickle Liquors Sahari McCormick, Clerk and Recorder, or Sharon Cate, Deputy Clerk
- **10.** Resolution 24-97, Approving the Gilpin County Digital Accessibility Transition Plan Sam Bower, Administrative Analyst and Melanie Bleyler, Community Engagement Officer
- 11. Resolution 24-89, Amending the Master Policy & Procedure Manual; P-19, Hiring & Retention Incentive Policy Chanda Johnson, Human Resources Director
- **12.** County Attorney's Report
- **13.** County Manager's Report
- **14.** Public or Press Comment (limited to three minutes each person)
- **15.** Board of County Commissioners Report and Notice of Public Meetings
- **16.** Adjourn

County Taxes Collected:

2023 Taxes Collected: 72.93%

2022 Taxes Collected: 80.70% **2021 Taxes Collected:** 73.28%

In Account of Gilpin County Treasurer TREASURER'S REPORT FOR THE MONTH OF MAY 2024

County Funds			
County General	\$ 19,099,205.81		
County Abatement	\$ 394.53		
Public Works	\$ 4,388,629.83		
Library Fund	\$ 782,835.19		
Dept. of Human Services	\$ 2,145,857.81		
Public Health Agency	\$ 328,753.29		
Solid Waste	\$ 601,041.85		
Conservation Trust	\$ 135,580.06		
Parks & Rec	\$ 1,463,520.08		
Frei Cash Bond	\$ 147,209.53		
Lodging Tax	\$ 181,610.56		
Capital Improvement	\$ -		
Total County Funds		\$ 29,2 7 4,638.54	
2023 County Fund		\$ 26,470,219.00	
2022 County Fund		\$ 20,384,659.39	
2021 County Funds		\$ 15,547,674.93	
Payable to Districts		\$ 791,193.55	
2023 Districts		\$ 1,024,759.38	
2022 Districts		\$ 671,960.93	
2021 Districts		\$ 276,177.93	
County Suspense		\$ 180,505.42	
2023 Suspense			
the first of the first of the state of the s		\$ 221,990.50	
2022 Suspense		\$ 221,990.50 199,223.49	
2022 Suspense 2021 Suspense			
2021 Suspense		\$ 199,223.49	\$ 30,246.337.51
2021 Suspense Grand Total		\$ 199,223.49	\$ 30,246,337.51 27,716,968,88
2021 Suspense Grand Total 2023 Grand Total		\$ 199,223.49	\$ 27,716,968.88
2021 Suspense Grand Total		\$ 199,223.49	

Journal Comparison EOM May 2024

Journal Compa	rison EOM May 2024		
ld	Name	Balance	
0100-00-1000	CASH WITH TREASURER GENERAL FUND	\$19,099,205.81	
0120-00-1000	CASH WITH TREASURER ABATEMENT	\$394.53	
0200-00-1000	CASH WITH TREASURER PUBLIC WORKS	\$4,388,629.83	
0300-00-1000	CASH WITH TREASURER LIBRARY	\$782,835.19	
0400-00-1000	CASH WITH TREASURER HS	\$2,145,857.81	
0500-00-1000	CASH WITH TREASURER PH	\$328,753.29	
0600-00-1000	CASH WITH TREASURER SOLID WASTE	\$601,041.85	
0700-00-1000	CASH WITH TREASURER CONSERVATION TRUST	\$135,580.06	
0800-00-1000	CASH WITH TREASURER PARKS & REC	\$1,463,520.08	
0900-00-1000	CASH WITH TREASURER FREI CASH BOND	\$147,209.53	
1200-00-1000	CASH WITH TREASURER LODGING TAX	\$181,610.56	
1400-00-1000	CASH WITH TREASURER CAP IMPROVEMENTS	\$0.00	\$29,274,638.54
3100-00-1000	CASH WITH TREASURER CCCF	\$4,898.60	
5400-00-1000	CASH WITH TREASURER TLF	\$89,512.00	
5500-00-1000	CASH WITH TREASURER TLF CAPITAL EXP	\$0.00	
5600-00-1000	CASH WITH TREASURER TLF OTHER	\$5.086.15	
5650-00-1000	CASH WITH TREASURER TLF ABATEMENT	\$0.00	
5900-00-1000	CASH WITH TREASURER BHCC SANITATION	\$936.08	
5910-00-1000	CASH WITH TREASURER BHCC SANITATION ABATEMENT	\$0.00	
5950-00-1000	CASH WITH TREASURER BHCC SANITATION FEES FINES	\$0.00	
6000-00-1000	CASH WITH TREASURER BLACK HAWK	\$1 961 27	
6001-00-1000	CASH WITH TREASURER BH RD & BRIDGE	\$4.45	
6025-00-1000	CASH WITH TREASURER MMCD	\$1.504.14	
6025-00-1000	CASH WITH TREASURER MMCD BOND	\$11,030,35	
6040-00-1000	CASH WITH TREASURER SDM GENERAL	\$4 546 76	
6041-00-1000	CASH WITH TREASURER SOM BOND	\$7,546.74 \$7,596.74	
6050-00-1000	CASH WITH TREASURER BH IMP DIST GENERAL	\$0.00	
6055 00 1000	CASH WITH TREASURED BY IMP DIST BOND	\$0.00	
6100 00 1000	CASH WITH TREASURER CC	\$52.364.90	
6101-00-1000	CASH WITH TREASURER CC PD & BRIDGE	\$32,304.30	
6105.00.1000	CASH WITH TREASURER OF FEES FINES PENALTY	\$0.00 \$0.00	
6110 00 1000	CASH WITH TREASURED OF ARATEMENTS	\$0.00 00.00	
6110-00-1000	CASH WITH TREASURER CC ADATEMENTS	\$38.00	
6120 00 1000	CASH WITH TREASURER CODID GEN	\$30,044.01	
6150 00 1000	CASH WITH TREASURER CODID	70.400,4000 00.00	
6150-00-1000	CASH WITH TREASURER CC GO WATER BONDS	\$0.00 \$10.127.90	
6200 00 1000	CASH WITH TREASURER CODDA	\$19,137.09	
6200-00-1000	CASH WITH TREASURER STATE AUTO	\$113,004.01	
6400 00 1000	CASH WITH TREASURER STATE SALES	\$13,000.70	
6500 00 1000	CASH WITH TREASURER SPECIFIC OWNERSHIP	\$0.00	
6700 00 1000	CASH WITH TREASURER STATE REALTH	\$230.00 \$5.500.00	
7100 00 1000	CASH WITH TREASURER WOTOR V LATE FEE	\$3,390.00	
7100-00-1000	CASH WITH TREASURER RE-T GEN FUND	\$44,972.79	
7310-00-1000	CASH WITH TREASURER RE-I MILL LEVY OR	\$10,001.00	
7320-00-1000	CASH WITH TREASURER RE-1 ABATEMENT	\$0.00	
7330-00-1000	CACHANTH TREASURER RE-1 TRANSPORT	\$2,447.70 \$32,437.05	
8100-00-1000	CACHANITH TREASURER RE-2 GEN FUND	\$32,127.00	
8200-00-1000	CASH WITH TREASURER RE-2 BOND	\$5,677.99	
8310-00-1000	CACHAWITH TREACHRED BE 2 ARATEMENT	\$9,997.46	
8320-00-1000	CACH WITH TREACHRED BE CORE OF TRANSPORT	\$1/3./3	
8330-00-1000	CASH WITH TREASURER RE-2 RE-2 TRANSPURT	\$910.28	¢704 400 55
8340-00-1000	CASH WITH TREASURER RE-2 RE-2 TECHNOLOGY	\$4,759.55	\$791,193.55
	Name CASH WITH TREASURER GENERAL FUND CASH WITH TREASURER ABATEMENT CASH WITH TREASURER PUBLIC WORKS CASH WITH TREASURER LIBRARY CASH WITH TREASURER PIBLIC WORKS CASH WITH TREASURER PH CASH WITH TREASURER PH CASH WITH TREASURER SOLID WASTE CASH WITH TREASURER SOLID WASTE CASH WITH TREASURER POSITION TRUST CASH WITH TREASURER PARKS & REC CASH WITH TREASURER PARKS & REC CASH WITH TREASURER LIBRARY CASH WITH TREASURER COBING TAX CASH WITH TREASURER COF CASH WITH TREASURER LODGING TAX CASH WITH TREASURER TLF CAPITAL EXP CASH WITH TREASURER TLF CAPITAL EXP CASH WITH TREASURER BHCC SANITATION CASH WITH TREASURER BHCC SANITATION CASH WITH TREASURER BHCC SANITATION FEES, FINES CASH WITH TREASURER BHCC SANITATION FEES, FINES CASH WITH TREASURER BHCC SANITATION FEES, FINES CASH WITH TREASURER BHCA & BRIDGE CASH WITH TREASURER BHCO BOND CASH WITH TREASURER BH RD & BRIDGE CASH WITH TREASURER BH RD & BRIDGE CASH WITH TREASURER BH MPD DIST GENERAL CASH WITH TREASURER BH IMP DIST GENERAL CASH WITH TREASURER BH IMP DIST BOND CASH WITH TREASURER CC RD & BRIDGE CASH WITH TREASURER CC BID CASH WITH TREASURER CC CDDA CASH WITH TREASURER STATE AUTO CASH WITH TREASURER STATE FALE CASH WITH TREASURER STATE FELTH CASH WITH TREASURER STATE FELTH CASH WITH TREASURER RE-1 GEN FUND CASH WITH TREASURER RE-1 GEN FUND CASH WITH TREASURER RE-1 GEN FUND CASH WITH TREASURER RE-1 TRANSPORT CASH WITH TREASURER RE-1 TRANSPORT CASH WITH TREASURER RE-1 TRANSPORT CASH WITH TREASURER RE-2 BRID FUND CASH WITH TREASURER		

8410-00-1000	CASH WITH TREASURER	\$48.79
8500-00-1000	CASH WITH TREASURER NUISANCE FED	\$4,689.43
8525-00-1000	CASH WITH TREASURER NUISANCE STATE	\$11,623.46
8580-00-1000	CASH WITH TREASURER 911	\$179,085.87
8590-00-1000	CASH WITH TREASURER PUBLIC TRUSTEE	\$2,256.63
8600-00-1000	CASH WITH TREASURER REDEMPTION	\$0.00
8625-00-1000	CASH WITH TREASURER HOUSE ACCOUNTS	\$0.00
8650-00-1000	CASH WITH TREASURER TREASURER FEES	\$0.00
8700-00-1000	CASH WITH TREASURER TREAS FEE SPECIAL ASSESS	\$0.00
8750-00-1000	CASH WITH TREASURER TREASUER COMMISSIOIN	\$0.00
8800-00-1000	CASH WITH TREASURER TREASURER DEEDS	\$0.00
8825-00-1000	CASH WITH TREASURER CORONER	\$0.00
8850-00-1000	CASH WITH TREASURER SUSPENSE	\$76,166.14
8875-00-1000	CASH WITH TREASURER NOT USED	\$0.00
8885-00-1000	CASH WITH TREASURER NOT USED	\$0.00
8895-00-1000	CASH WITH TREASURER NOT USED	\$0.01
8900-00-1000	CASH WITH TREASURER CKS FOR CASH	\$0.00
8950-00-1000	CASH WITH TREASURER CLERK DEPOSITS	-\$100,421.23
	CASH WITH TREASURER CLERK ST ELECTRONIC FEE	\$262.00
8952-00-1000	CASH WITH TREASURER VOTER CONFIDENTIALITY	\$0.00
8999-00-1000	CASH WITH TREASURER BAD CHECK	\$132.00
9010-00-1000	CASH WITH TREASURER	\$0.00
9020-00-1000	CASH WITH TREASURER	\$0.00
9030-00-1000	CASH WITH TREASURER	\$0.00
9040-00-1000	CASH WITH TREASURER	\$0.00
9050-00-1000	CASH WITH TREASURER	\$0.00
9060-00-1000	CASH WITH TREASURER	\$0.00
9070-00-1000	CASH WITH TREASURER	\$0.00
9080-00-1000	CASH WITH TREASURER	\$0.00
9090-00-1000	CASH WITH TREASURER	\$0.00
Total		\$30,239,675.19
	Pre-Payments	\$4,086.68
	CTD Deposit	\$2,980.00
		040400

68 00 Over/Under -\$404.36

\$30,246,337.51 Grand Total

Gilpin County Treasurer CASH BALANCE FOR THE MONTH OF MAY	2024	
Cash On Hand Beginning Balance Cash Debt Cash Credit Balance	\$ 1,000.00 \$ - \$ -	\$ 1,000.00
BANK ACCOUNTS Wells Fargo Checking Beginning Balance Receipts Disbursements Out Balance	\$ 2,781,680.25 \$ 8,690,932.61 \$ (9,445,369.13)	\$ 2,027,243.73
Wells Fargo Sweep Beginning Balance Receipts Disbursements Out Balance Effective Yield: 4.95% Monthly	\$ 8,262,304.26 \$ 1,539,877.74 \$ (6,981,290.17)	\$ 2,820,891.83
Wells Fargo Investment Account Beginning Balance Receipts Disbursements Out Balance	\$ 9,103,606.25 \$ - \$ -	\$ 9,103,606.25
LIQUID INVESTMENT ACCOUNTS Colo Trust (General Account) Beginning Balance Receipts Disbursements Out Balance Effective Yield: 5.15% Monthly	\$ 6,279,379.85 \$ 24,708.98 \$ (1,258,701.09)	\$ 5,045,387.74
Colo Trust (Reserve Account) Beginning Balance Receipts	\$ 84,957.47 \$ 389.65	

85,347.12

Balance

Disbursements Out

Effective Yield: 5.15% Monthly

C Safe Beginning Balance Receipts Disbursements Out Balance Effective Yield: 5.14% Monthly	\$ 10,914,558.24 \$ 50,594.72 \$ -	\$ 10,965,152.96		
COUNTY ACCOUNTS County Accounts Last Year 2023 County Accounts 2022 County Accounts 2021			\$ \$ \$	30,048,629.63 27,497,834.74 21,051,104.44 16,084,179.66
Wells Fargo Public Nuisance (Sheriff's Account) Beginning Balance Receipts Disbursements Out Balance Effective Yield: .01% Monthly	\$ 16,297.94 \$ 14.95 \$ -	\$ 16,312.89		
Wells Fargo 911 (Gilpin County 911 Authority) Beginning Balance Receipts Disbursements Out Balance	\$ 153,207.01 \$ 28,275.94 \$ (2,397.08)	\$ 179,085.87		
PUBLIC TRUSTEE Beginning Balance Receipts Disbursements Out Balance	\$ 1,407.12 \$ 1,084.00 \$ (182.00)	\$ 2,309.12		
NON-COUNTY ACCOUNTS Non-County Accounts Last Year 2023 Non-County Accounts 2022 Non-County Accounts 2021			\$ \$ \$	197,707.88 219,134.14 204,739.37 213,270.84
Total Cash Balance Last Year's Cash Balance 2023 Cash Balance 2022 Cash Balance 2021			\$ \$ \$	30,246,337.51 27,716,968.88 21,255,843.81 16,297,450.50

Fund 9000 (WORKING FUND) End of Day 05/31/2024

Asset				
ld	Name	Starting Balance	Change in Balance	Ending Balance
9000-00-9000	CASH ON HAND	\$1,000.00	\$0.00	\$1,000.00
9000-00-9100	WF CKING	\$2,781,680.25	(\$754,436.52)	\$2,027,243.73
9000-00-9120	WF Sweep	\$8,262,304.26	(\$5,441,412.43)	\$2,820,891.83
9000-00-9122	WF Investment	\$9,103,606.25	\$0.00	\$9,103,606.25
9000-00-9125	NUISANCE	\$16,297.94	\$14.95	\$16,312.89
9000-00-9200	COLOT GENERAL	\$6,279,379.85	(\$1,233,992.11)	\$5,045,387.74
9000-00-9201	COLOT RESERVE	\$84,957.47	\$389.65	\$85,347.12
9000-00-9250	CSAFE	\$10,914,558.24	\$50,594.72	\$10,965,152.96
9000-00-9350	911 AUTHORITY	\$153,207.01	\$25,878.86	\$179,085.87
9000-00-9450	PUBLIC TRUSTEE	\$1,407.12	\$902.00	\$2,309.12
	Total	\$37,598,398.39	(\$7,352,060.88)	\$30,246,337.51
Liability				
ld	Name	Starting Balance	Change in Balance	Ending Balance
9000-00-2000	FUND BALANCE	\$0.00	\$0.00	\$0.00
9000-00-2005	CHECKS PENDING	\$0.00	\$0.00	\$0.00
9000-00-2010	REFUND PENDING	\$0.00	\$0.00	\$0.00
9000-00-2112	UNDISTRIBUTED TAX	\$0.00	\$0.00	\$0.00
9000-00-2600	REDEMPTION PENDING	\$0.00	\$0.00	\$0.00
9000-00-2652	REDEMPTION PRINCIPLE	\$0.00	\$0.00	\$0.00
9000-00-2653	REDEMPTION INTEREST	\$0.00	\$0.00	\$0.00
9000-00-2660	PRE-PAYMENTS	(\$4,046.66)	(\$40.02)	(\$4,086.68)
9000-00-2700	BANKRUPTCY	\$0.00	\$0.00	\$0.00
9000-00-2800	CTD DEPOSIT	(\$3,250.00)	\$270.00	(\$2,980.00)
9000-00-2895	OVER/UNDER	\$400.86	\$3.50	\$404.36
9000-00-2900	DUE TO OTHER FUNDS	(\$37,591,502.59)	\$7,351,827.40	(\$30,239,675.19)
	Total	(\$37,598,398.39)	\$7,352,060.88	(\$30,246,337.51)
Revenue				
ld	Name	Starting Balance	Change in Balance	Ending Balance
9000-00-4117	SENIOR EXEMPTIONS	\$0.00	\$0.00	\$0.00
9000-00-4122	DELINQUENT TAXES	\$0.00	\$0.00	\$0.00
9000-00-4132	INTEREST ON TAXES	\$0.00	\$0.00	\$0.00
9000-00-4133	INT ON DELINQUENT TAXES	\$0.00	\$0.00	\$0.00
	Total	\$0.00	\$0.00	\$0.00
Expense				
ld	Name	Starting Balance	Change in Balance	Ending Balance
9000-00-5000	TaxDisbursement	\$0.00	\$0.00	\$0.00
	Total	\$0.00	\$0.00	\$0.00

6/17/24, 10:15 AM about:blank

AGENDA ITEM

Staff Report

To: Board of County Commissioners

From: Mary Lorenz, Gilpin County Treasurer, Treasurer

Date: June 25, 2024

Item: 2024 National Forest Service Money Apportionment

Requested Action Information

Public Hearing: No

I. REQUEST OR ISSUE:

2024 National Forest Service Money Apportionment

II. RECOMMENDED ACTION / NEXT STEP:

5

III. FISCAL IMPACTS:

None.

IV. **LEGAL ISSUES:**

None.

V. <u>ENVIRONMENTAL IMPACTS:</u>

None.

VI. <u>ALTERNATIVES:</u>

RESOLUTION NUMBER 22-37

BEFORE THE BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, STATE OF COLORADO

THE BOARD OF COUNTY COMMISSIONERS ELECTS TO CONTINUE THE ESTABLISHED SECURE RURAL SCHOOL (SRS) FUNDING ALLOCATION WITHOUT CHANGE

WHEREAS, Secure Rural Schools (SRS) Act was first passed in year 1906 by the United States Congress to transfer 10% of forest receipts from grazing fees and some timber sales to states to support public roads and schools; and

WHEREAS, in the 1908, The Act was expanded the payments to the states from 10% to 25% of gross receipts;

WHEREAS, in the year 2000, Congress passed the Secure Rural Schools and Community Self Determination Act, which was intended to stabilize funding for rural counties along with other changes; and

WHEREAS, the reauthorized Act establishes three tiers for distribution referred to as Title 1 for secure payments to schools and roads, Title 2 for Special projects on federal land, Title 3 for County funds for specific purposes; and

WHEREAS, this year is the first year since 2013 in which the counties have the option to change their election percentages, which Gilpin County previously elected for Title 1, in which counties generally receive the most funding; and

WHEREAS, Colorado Revised Statutes 30-29-101 mandates 25% of the funds to go towards the county road and bridge fund and 25% for public schools, with the remaining determined by equal representation from the County and school districts; and

WHEREAS, the established distribution formula distributes 66% of the funds to the school district (based on pupil count) and the remaining 34% directed to Gilpin County Roads; and

WHEREAS, County staff have contacted both the Gilpin County School District RE-1 and the Boulder Valley School District RE-2 staff and both have indicated no interest in changing the current formula; and

WHEREAS, the total distribution received in May of this year was \$29,051.29 of which \$13,991.16 went to Gilpin County School District RE-1, \$5,182.70 went to Boulder Valley School District RE-2, and \$9,877.43 went to Gilpin County Road and Bridge; and



WHEREAS, if the County does not make a make an election, 20% of the SRS funding would be redirected toward the United States Forest Service, which would cause a loss of revenue to the schools and County;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1.	Gilpin County elected to remain in Title 1 of the Secure Rural School Funding with the two school •
	districts receiving 66% of the funds (divided proportionally based on pupils in Gilpin County) and the
	remaining 34% continuing to fund the Gilpin County Road & Bridge operations.

ADOPTED this 23 day of August, 2022, by a vote of 3 to 0. **BOARD OF COUNTY COMMISSIONERS** ATTEST: **COUNTY OF GILPIN, COLORADO** Deputy County Clerk **ACKNOWLEDGEMENT** STATE OF COLORADO))ss. COUNTY OF GILPIN 1 Sandy Hollingsworth, Chair, and Sharon Cate, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this asrd day of August Witness my hand and official seal Nielson APRIL NIELSEN **Notary Public** NOTARY ID 20194034666

current split

66 % to schools based on

pupil counts

3490 to County Rd + Bridg

required and shall accompany any county-approved rural land use plan when the water usage in the cluster development would exceed an annual withdrawal rate of one acre-foot for each thirty-five acres within the cluster development. Nothing in this section shall be construed to preclude the use of treated domestic water provided by any public or private entity.

(3) No later than ten days after approval of a cluster development pursuant to a county's rural land use process, the board of county commissioners shall notify the state engineer of such approval and shall provide the state engineer a copy of the approved rural land use plan

that includes the cluster development.

Source: L. 96: Entire part added, p. 1881, § 2, effective June 6.

APPORTIONMENT OF FEDERAL MONEYS

ARTICLE 29

Apportionment of Federal Moneys from Public Lands

Editor's note: This article was numbered as article 9 of chapter 112, C.R.S. 1963. The substantive provisions of this article were repealed and reenacted in 1973, resulting in the addition, relocation, and elimination of sections as well as subject matter. For amendments to this article prior to 1973, consult the Colorado statutory research explanatory note beginning on page vii in the front of this volume. For a detailed comparison of this article, see the comparative tables located in the back of the index.

30-29-101.

Receipts from national forests
- legislative intent.

30-29-102.

Receipts from flood control projects.

- 30-29-101. Receipts from national forests legislative intent. (1) All moneys received by the state treasurer from the federal government under provisions of the act of congress of May 23, 1908, as amended, 16 U.S.C. sec. 500, relating to receipts from national forests, referred to in this section as "national forest payments", shall be credited to a clearing account.
- (2) The state treasurer shall pay over the national forest payments within thirty days after receipt of the payments to the treasurers of the several counties of the state in which national forests are located, on the basis of the acreage of national forest land located in each county and in accordance with information provided by the appropriate agency of the federal government as to source and amount.
- (3) (a) The boards of county commissioners of the counties receiving the payments specified in subsection (2) of this section shall allocate a minimum of twenty-five percent to the county road and bridge fund and a minimum of twenty-five percent to the public schools in the county; except that the county may allocate less than twenty-five percent of the national forest payments to the county road and bridge fund in order to maximize the receipt by the county of federal payments in lieu of taxes pursuant to 31 U.S.C. sec. 6901 et seq., referred to in this section as "PILT". The allocation of the remaining fifty percent of the national forest payments shall be determined pursuant to the provisions of paragraph (b) of this subsection (3).
- (b) (I) A total of three representatives from the school districts in the county and three members of the board of county commissioners, or their designees, shall meet and shall negotiate the remaining percentage allocation of the national forest payments to either the public schools in the county or the county road and bridge fund. In determining the allocation of the national forest payments, the parties shall seek to maximize the total amount of federal funds that may be received by the county and the public schools in the county.
- (II) Unallocated national forest payments shall remain unspent until such time as the parties agree upon the allocation of the national forest payments between the county road and bridge fund and the public schools in the county.

(c) If there is more than one school district in the county, the amount allocated to each district shall be in the proportion that its pupil enrollment during the preceding school year bears to the aggregate pupil enrollment in all districts in the county during said preceding

school year.

(4) Notwithstanding the minimum percentage allocations to the public schools in the county and the county road and bridge fund set forth in paragraph (a) of subsection (3) of this section, in any federal fiscal year in which the national forest payments received by the state from the federal government are less than six million dollars, the parties specified in paragraph (b) of subsection (3) of this section shall allocate one hundred percent of the national forest payments to either the public schools in the county or the county road and bridge fund pursuant to the provisions of paragraph (b) of subsection (3) of this section.

(5) Repealed.

Source: L. 73: R&RE, p. 1141, § 2. C.R.S. 1963: § 112-9-1. L. 90: (3) amended, p. 1847, § 44, effective May 31. L. 2009: Entire section amended, (HB 09-1250), ch. 240, p. 1091, § 1, effective August 5. L. 2010: (3)(a) amended and (5) added, (SB 10-209), ch. 411, p. 2029, § 1, effective June 10.

Editor's note: Subsection (5)(c) provided for the repeal of subsection (5), effective July 1, 2011. (See L. 2010, p. 2029.)

30-29-102. Receipts from flood control projects. (1) All moneys received by the state treasurer from the federal government under provisions of Public Law 526, 79th Congress, Second Session, approved July 24, 1946, relating to flood control projects, shall be credited to a clearing account.

(2) As soon as practicable after receipt of the moneys specified in subsection (1) of this section, the state treasurer shall pay over said moneys to the treasurers of the several counties of the state in which flood control projects are located, in accordance with information provided by the appropriate federal agency as to location and amount.

(3) The boards of county commissioners of the counties receiving the payments specified in subsection (2) of this section shall allocate twenty-five percent thereof to the county road and bridge fund and seventy-five percent thereof to the public schools of the county. If there is more than one school district in the county, the amount allocated to each district shall be in the proportion which its pupil enrollment during the preceding school year bears to the aggregate pupil enrollment in all districts in the county during said preceding school year.

Source: L. 73: R&RE, p. 1141, § 2. C.R.S. 1963: § 112-9-2. L. 90: (3) amended, p. 1848, § 45, effective May 31.

FLOOD CONTROL

ARTICLE 30

Control of Stream Flow

30-30-101. Definitions. 30-30-104. Adoption of plan.
30-30-102. Authority to remove obstructions in streams. 30-30-105. Colorado water conservation board - grants to counties.

30-30-101. Definitions. As used in this article, unless the context otherwise requires:
(1) "Channel" means that area of a stream where water normally flows between banks

and not that area beyond where vegetation exists.

(2) "Obstruction" means sandbars formed by the natural flow of a stream, temporary structures, planks, snags, and debris in and along the existing channel which cause a flood hazard.



🖿 County Treasurer & Public Trustee

PO Box 328, 203 Eureka St Central City, Colorado 80427 303-582-5222

May 14, 2024

Board of County Commissioners:

The Gilpin County Treasurer has apportioned the National Forest Service money received by ACH from the State of Colorado dated 5/10/2024 on Receipt # ending 3478 dated 5/13/2024 pursuant to Section 22-54-113 CRS Section 30-29-101 CRS in the amount of:

\$22,928.57

Apportioning is:

Schools 66% x \$22,928.57 = \$15,132.86

Gilpin RE-1 67.22% of \$15,132.86 = \$10,172.31 Boulder RE-2 32.78% of \$15,132.86 = \$4,960.56 Balance 34% to Public Works Fund = \$7,795.70

TOTAL

\$22,928.57

Mary R. Lorenz Gilpin County Treasurer

Cc: Finance: Joe Allaire, Lorna Plamondon

Pub Works: John Combs RE-1: Joe Tinucci

RE-2: Justin Petrone

Mary Lorenz, Treasurer & Public Trustee - mlorenz@gilpincounty.org

Daurice McMillan, Chief Deputy Treasurer & Deputy Public Trustee-

dmcmillan@gilpincounty.org

website: gilpincounty.colorado.gov



Gilpin County Treasurer

P.O. Box 368 Central City, CO 80427 303-582-5222 303-582-3086

Receipt2024-05-14-ML-3508

Product	Name		Extended
3	Miscellaneous Receipts 0200004832		(\$15,132.87)
	Reference: To Apport 1	Fitle 1 National Forest Service FFY23-30-29	-101 WF Rcvd 5/10/24
Journal Account	Name	Debits	Credits
0200-00-4832	FOREST SERVICE	\$15,132.87	
0200-00-1000	CASH WITH TREASURER PUBLIC WORKS		(\$15,132.87)
3	Miscellaneous Receipts 7100004652	HILLINGSTONESSEE SEE EMILIONISE ESTE PERSONNESSEE EST SEE SPENSES SON E ESTE ESTE ESTE ESTE ESTE ESTE ESTE	\$10,172.31
	Reference: To Apport 7	Citle 1 National Forest Service FFY23-30-29	-101 WF Rcvd 5/10/24
Journal Account	Name	Debits	Credits
7100-00-1000	CASH WITH TREASURER RE-1 GEN FUND	\$10,172.31	
7100-00-4652	MISC-RE-1 GEN FUND		(\$10,172.31)
3	Miscellaneous Receipts 8100004652		\$4,960.56
	Reference: To Apport 7	Fitle 1 National Forest Service FFY23-30-29	-101 WF Rcvd 5/10/24
Journal Account	Name	Debits	Credits
8100-00-1000	CASH WITH TREASURER RE-2 GEN FUND	\$4,960.56	
8100-00-4652	MISC-RE-2 GEN FUND	# 1 William 1 Wi	(\$4,960.56)
Total			\$0.00
Change (Cash)			\$0.00

CERTIFICATION OF COUNTY PUBLIC SCHOOL FUND ALLOCATIONS FISCAL YEAR 2023-24

			COUNTY PUBLIC
COUNTY	SCHOOL DISTRICT	FY 2023-24 FUNDED PUPIL COUNT	SCHOOL FUND PROPORTIONS
GILPIN	BOULDER VALLEY RE- 2	176.5	32.78%
GILPIN	GILPIN COUNTY RE-1	362.0	67.22%
	COUNTY TOTAL	538.5	100.00%

000 15 × 132 • 86 X RE-1 10 172 31 * 15:152:86 × RE-2 1,900:56 * 59.928.57 + 10,172.31 county 7,795.711 & \$9.987.57 X 34 . % 7.795.12 *

STATE OF COLORADO Many recept @20000 4832 Department of the Treasury 303-866-5649

22,928.57

NON NEGOTIABLE

TOTAL

		·		
CATEGOR WXSP M1	VENDOR	GILPIN COUNTY	EFT NO:	202405072601404
	VENDOR	VC0000000014257	ISSUE	05/07/2024
II.	NVOICE	PAYMENT	REQUEST	
NOMBER	LINE	DATE NUMBER	LINE	AMOUNT
TITLE I NAT'L FORESTFFY23 Title I Nat'l Forest FFY23 30-29-10	1 1 GILPIN	04/30/2024 GAX WAAA 20240000000	00175729 0,1	22,928.57



Gilpin County Treasurer

P.O. Box 368 Central City, CO 80427 303-582-5222 303-582-3086

Receipt2024-05-13-DM-3478

Product	Name	Extend	ided
3	Miscellaneous Receipts 0200004832	\$22,928	8.57
	·	Reference: ACH National Forest Service FFY23 WF Rcvd 5/10/	/24
Journal Account	Name	Debits Cr	redits
0200-00-1000	CASH WITH TREASURER PUBLIC WORKS	\$22,928.57	
0200-00-4832	FOREST SERVICE	(\$22,92	28.57)
Total		\$22,928	8.57
Tender (Direct Deposit)		\$22,920	8.57
Bank Account	1		

Consent Agenda Item

Tuesday, June 25th, 2024 Regular Meeting of the BoCC



Ratification of Grant Acceptance – Public Health Emergency Preparedness – Cities Readiness Initiative - Extension of Existing Through State Fiscal Year 2025, Task Order 2025*0081 OC

Authorizing Policy

- Per the Gilpin County Grant Management Policy and Handbook, P-7, amended April 30, 2024, eligible grant applications may follow the Executive approval process, which does not require a Resolution or BoCC approval prior to submittal, but instead allows for submittal of the application with prior County Manager approval.
- Future acceptance of this grant, if awarded, is then dependent upon BoCC ratification via the consent agenda at a duly noticed public meeting following the submittal.
- In cases where there is no application process, the agreement is an extension or amendment of an existing grant, or
 where the application deadline was prior to the implementation of the Grant Management policy, BoCC ratification
 shall take place via the consent agenda at a duly noticed public meeting following the acceptance of the grant
 agreement or contract.
- In all cases, the agreement or contract must follow the Gilpin County Contract Management Policy, P-17.
- Eligible grants are characterized by the following:
 - o An anticipated award between \$10,000 and \$100,000; and
 - BoCC action, including signature of the highest elected official, is not required by the grant agency prior to submittal; and
 - o The grant, if awarded, would not result in any staffing changes; and
 - The grant, if awarded, would not create any multi-year financial obligations or commitments; and
 - The grant requires no match OR requires a match that has already been approved in the County's annual budget; and
 - The grant does not require an in-kind match of 10% or more of any employee's workload.

Grant Details

- Requestor and/or Project Manager
 - Alisa Witt, Director of Public Health
- Agency
 - Colorado Department of Public Health and Environment (CDPHE), Office of Emergency Preparedness and Response
- Program and Purpose
 - CRI Cities Readiness Initiative Program (also referred to as Colorado Readiness Initiative in some places)
 - This project serves to enhance the emergency response processes of local communities by improving their ability to efficiently respond, administer, and dispense Medical Countermeasures (MCM) during a public health emergency.
- Description
 - Funds will support staff time and fringe benefits for work associated with Public Health Emergency Preparedness and Response, including the Public Health Director (8%) and the Community Health Specialist (6%); Membership to the Colorado Public Health Association (CPHA) and attendance to the Public Health in the Rockies Conference; and 1 dual-band radio for emergency response communications and drills.
- Budget
 - Award amount for State Fiscal Year 2025: \$25,000.00 (Federal Funds), bringing total award from 2023 2025 to \$49,201.00
 - o Match amount: \$0.00
- Additional Considerations
 - o Payment on reimbursement basis with monthly invoicing required
 - o Incident-dependent reporting (i.e., after action reporting, etc.) and annual reporting required, but no additional reporting requirements beyond the scope of the original grant agreement

TASK ORDER

State Agency	Contractor
State of Colorado for the use & benefit of the	Board of County Commissioners of Gilpin County
Department of Public Health and Environment	(a political subdivision of the state of Colorado)
4300 Cherry Creek Drive South	203 Eureka Street
Denver CO 80246	PO Box 366
	Central City, CO 80427-0366
	for the use and benefit of
	Gilpin County Public Health Agency
	15193 Hwy 119
	Blackhawk, CO 80422
Main Task Order Contract Number	Task Order Performance Beginning Date
23 FAA 00021	The later of the Task Order Effective Date or
	July 1, 2024
Task Order Number	
2025*0081	
Task Order Maximum Amount	Task Order Expiration Date
Initial Term	June 30, 2025
State Fiscal Year 2025 \$25,000.00	Julie 30, 2023
State 1 iseai 1 car 2025 \$25,000.00	Except as stated in §2.D., the total duration of this
	Contract, including the exercise of any options to
Total for All State Fiscal Years \$25,000.00	extend, shall not exceed 5 years from its Performance
10th 1017th State 1 iscar 1 cars \$25,000.00	Beginning Date.
Pricing/Funding	Miscellaneous:
Price Structure: Cost Reimbursement	Authority to enter into this Contract exists in:
Contractor Shall Invoice: Monthly	C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113
Contractor Same and order Monany	Law Specified Vendor Statute (if any): Enter Program
Funding Source:	specific
Federal \$25,000.00	Specific Control of the Control of t
	Procurement Method: Exempt
	Solicitation Number (if any): N/A
State Representative	Contractor Representative
Aaron Olivieri	Alisa Witt
Operational Readiness Review Coordinator	Gilpin County Public Health Agency
Office of Emergency Preparedness, Colorado Readiness Initiative	15193 Hwy 119
Colorado Department of Public Health and Environment	Blackhawk, CO 80422
4300 Cherry Creek Drive South	awitt@gilpincounty.org
Denver, CO 80246	
Aaron.olivieri@state.co.us	
Exhibits and Order of Precedence	

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

Exhibit A Additional Provisions
Exhibit B Statement of Work

Exhibit C Budget

Exhibit D Federal Provisions

Contract Purpose

The Colorado Readiness Initiative Program (CRI) supports public health departments across the state upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

In accordance with §4.B of the Main Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Main Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Main Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or July 1, 2024, whichever is later.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Board of County Commissioners of Gilpin County (a political subdivision of the state of Colorado) for the use and benefit of the Gilpin County Public Health Agency	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director	
DocuSigned by:	DocuSigned by:	
Susan Buruman 3C1F84FD14CE416	Chelsea Gilbertson	
By: Signature	By: Signature	
Susan Beruman	Chelsea Gilbertson	
Name of Person Signing for Contractor	Name of Executive Director Delegate	
County Commissioner - Board Chair	Procurement & Contracts Section	
Title of Person Signing for Contractor	Title of Executive Director Delegate	
2024-06-12 Date:	2024-06-12 Date:	
In accordance with §24-30-202, C.R.S., this Option is not valuathorized STATE CON Robert Jaros, C Docusigned by: Jarrette Scarpine 8CA04B14546748A By: Sie	I delegate. NTROLLER CPA, MBA, JD	
By: Signature		
Jannette Scarpino		
Name of State Controller Delegate		
Chief Financial Officer		
Title of State Controller Delegate		
Effective Date:	-06-12	

--Signature Page End--

EXHIBIT A

EXHIBIT A - ADDITIONAL PROVISIONS Invoicing Provisions

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE
Reimbursement Invoice Form. This form is accessible from the CDPHE internet website_
https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five**(45) calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Aaron Olivieri Operational Readiness Coordinator aaron.olivieri@state.co.us

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five** (**45**) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

- 2. Time Limit For Acceptance Of Deliverables.
 - a. <u>Evaluation Period</u>. The State shall have **forty-five** (**45**) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty** (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
 - c. <u>Time to Correct Defect</u>. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within **thirty (30)** calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.
- 3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

- 4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with General Provisions, Section 16, Contract Modifications, or Option Letter Provisions of this Contract.
- 5. Contractor shall comply to the provisions of 45 CFR Part 75.
- 6. <u>CDC Additional Requirements</u> apply to this project.

TATEMENT OF WORK To Original Contract Number 2025*0081

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to enhance the emergency response processes of local communities by improving their ability to efficiently respond, administer, and dispense Medical Countermeasures (MCM) during a public health emergency. The development, testing, and planning of better communication, tracking, and distribution of essential supplies from the state to local communities will enable them to quickly receive MCMs. The Colorado Department of Public Health and Environment (CDPHE) is funded to support the Cities Readiness Initiative (CRI). The CRI program through the Centers for Disease Control and Prevention (CDC) is intended to improve preparedness in large population centers to receive MCMs from the Strategic National Stockpile (SNS) and distribute them to replenish depleted local supplies during large public health emergencies. The rapid response by local CRI jurisdictions is crucial in preparing communities to respond to and recover from emergencies and threats, which will protect the public health of all residents and visitors in Colorado.

II. Definitions:

- 1. MCM Medical Countermeasures
- 2. CO-SHARE Colorado State Health and Readiness Exchange

III. Work Plan:

THE TOTAL TELLS		
Goal #1: Promote public health preparedness and response through increased capabilities, and modernized laboratory and electronic data systems.		
Objective #1: No later than the end of the contract, develop a risk-based approach to		
all-hazards planning to advance risk-based planning; address evolving threats; and support medical countermeasure distribution,		
dispensing, and administration and medical material management as well as integrate health equity.		
Primary Activity #1	The Contractor shall demonstrate response capabilities related to a large-scale public health	
Sub-Activities #1	 The Contractor shall maintain the capability to receive medical countermeasures The Contractor shall maintain the capability to distribute medical countermeasures The Contractor shall maintain the capability to administer medical countermeasures 	

Goal #2: Promote public health preparedness and response capabilities through increased community readiness, response, recovery and risk communication.

Objective #2: No later than the end of the contract, the Contractor shall continue partnerships with non-governmental organizations to effectively support community preparedness efforts.

EXHIBIT B

Primary Activity #1	The Contractor shall identify communication surveillance, media relations, and digital communication strategies during responses.
Sub-Activities #1	 The Contractor shall identify how the following are monitored: a. media surveillance activities b. communication surveillance activities The Contractor shall develop opportunities for regular media outreach. The Contractor shall identify opportunities to build trust in media outlets. The Contractor shall identify the process to address misinformation during responses.
Primary Activity #2	The Contractor shall engage nontraditional communities to incorporate health equity principles into preparedness plans.
Sub-Activities #2	 The Contractor shall ensure preparedness plans incorporate communities of focus needs identified through partnerships The Contractor shall continue collaboration with communities of focus The Contractor shall identify nontraditional collaborators that assist in incorporating health equity principles into preparedness plans.
Standards and Requirements	 The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the purchase order term. The Contractor shall monitor documents and website content for updates and comply with all updates. The Contractor shall comply with recommended actions contained in the Crisis and Emergency Risk Communications manual which is located on the Centers for Disease Control website. https://emergency.cdc.gov/cerc/index.asp, incorporated and made part of this contract by reference. The Contractor shall include disproportionately impacted populations projected to be adversely impacted by the public health consequences of risks, including populations with limited English proficiency into preparedness plans and exercises, and consider how social determinants of health may affect health outcomes during an emergency. The Contractor shall use data sources, such as CDCs Social Vulnerability Index, https://www.atsdr.cdc.gov/placeandhealth/svi/index.html, incorporated and made part of this contract by reference, to inform how to prioritize populations that are potentially disproportionately affected or impacted because of access and functional needs given the identified risks of your jurisdiction. The Contractor shall engage nontraditional partners through communities of focus meetings that are identified in the jurisdiction's health equity section of the Risk Assessment.
Expected Results of Activity(s)	Improved emergency response skills for jurisdictions to effectively respond to large public health emergencies with life-saving medicines and medical supplies.
Measurement of Expected Results	Provide copies of jurisdictional plans that identify populations that are disproportionately impacted by public health emergencies. Provide an updated copy of the jurisdictional communications plan. Provide meeting agendas showing attendance with partners to address health equity principles.

EXHIBIT B

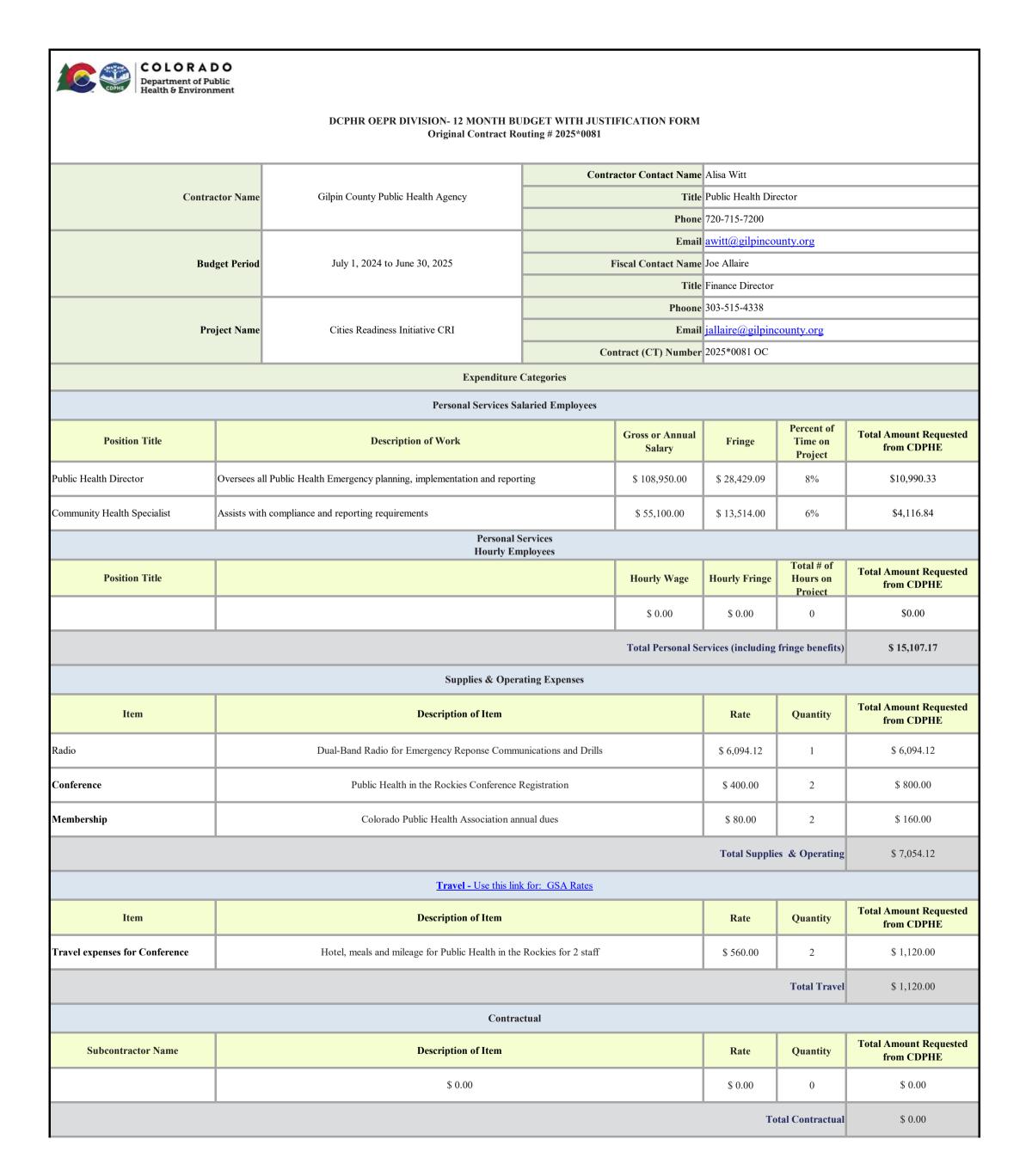
		Completion Date
Deliverables	The Contractor shall submit preparedness plans that identify populations who are disproportionately impacted by public health emergencies to the CDPHE Contract Monitor via CO-SHARE.	No later than 15 days before the end date of the contract.
	2. The Contractor shall submit after-action reports that identify populations who are disproportionately impacted by public health emergencies to the CDPHE Contract Monitor via CO-SHARE.	No later than 15 days before the end date of the contract.
	3. The Contractor shall submit communication plans that address verified methods of media communication to the CDPHE Contract Monitor via CO-SHARE.	No later than 15 days before the end date of the contract.
	4. The Contractor shall submit meeting agendas that identify partners who incorporate health equity principles into preparedness plans to the CDPHE Contractor via CO-SHARE.	No later than 15 days before the end date of the contract.

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



COLORAD Department of Pu Health & Environs			
DCPHR OEPR DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM Original Contract Routing # 2025*0081			
	TOTAL OF D	IRECT COSTS	\$ 23,281.29
Less: Expenses per OMB 2CFR § 200			
		Radio	\$ 6,094.12
Total Expenses per OMB 2CFR § 200		\$ 6,094.12	
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$ 17,187.17	
Indirect			
Item	Description of Item	Percent	Total Amount Requested from CDPHE
10% de minimis allowable rate for Federal Awards	10% de minimis allowable rate for Federal Awards	10%	\$ 1718.72
		Total Indirect	\$ 1718.72
		TOTAL	\$ 25,000.00

Federal Provisions – Public Health Emergency Preparedness Program – Cities Readiness Initiative

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification.

- a. Subrecipient: Board of County Commissioners of Gilpin County (a political subdivision of the state of Colorado) for the use and benefit of the Gilpin County Public Health Agency.
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): **D9MJER6MTH41**
- c. The Federal Award Identification Number (FAIN) is TBD.
- d. The Federal award date is TBD.
- e. The subaward period of performance start date is 7/1/2024 and end date is 6/30/2025.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/01/24 - 6/30/25	TBD	TBD

- g. Federal award title of project or program: Public Health Emergency Preparedness Program Cities Readiness Initiative.
- h. The name of the Federal awarding agency is: **Department of Health and Human Services, Centers for Disease Control and Prevention** and the contact information for the awarding official is TBD; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Aaron Olivieri, aaron.olivieri@state.co.us (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.069 and the grant name is **Public Health Emergency Preparedness**.
- j. This award **is not** for research & development.
- k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- 1. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- **6**) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) Matching Funds. Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- **10) Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) Contract Provisions. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the UnitedStates").
 - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 12117, 12131 12134, 12141 12150, 12161 12165, 12181 12189, 12201 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and LocalGovernments" (Common Rule);
 - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by \$6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended
- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity:(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C.3701-3708).
- k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 1. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C.1352).
- 12) Compliance. Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and

- Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

Task Order Number: 2025*0081 OC Version 05.02.2022

Consent Agenda Item

Tuesday, June 25th, 2024 Regular Meeting of the BoCC



Ratification of Grant Acceptance – Public Health Emergency Preparedness (PHEP) Extension of Existing Through State Fiscal Year 2025, Task Order 2025*0118

Authorizing Policy

- Per the Gilpin County Grant Management Policy and Handbook, P-7, amended April 30, 2024, eligible grant applications
 may follow the Executive approval process, which does not require a Resolution or BoCC approval prior to submittal,
 but instead allows for submittal of the application with prior County Manager approval.
- Future acceptance of this grant, if awarded, is then dependent upon BoCC ratification via the consent agenda at a duly noticed public meeting following the submittal.
- In cases where there is no application process, the agreement is an extension or amendment of an existing grant, or
 where the application deadline was prior to the implementation of the Grant Management policy, BoCC ratification
 shall take place via the consent agenda at a duly noticed public meeting following the acceptance of the grant
 agreement or contract.
- In all cases, the agreement or contract must follow the Gilpin County Contract Management Policy, P-17.
- Eligible grants are characterized by the following:
 - o An anticipated award between \$10,000 and \$100,000; and
 - BoCC action, including signature of the highest elected official, is not required by the grant agency prior to submittal; and
 - o The grant, if awarded, would not result in any staffing changes; and
 - o The grant, if awarded, would not create any multi-year financial obligations or commitments; and
 - The grant requires no match OR requires a match that has already been approved in the County's annual budget; and
 - The grant does not require an in-kind match of 10% or more of any employee's workload.

Grant Details

- Requestor and/or Project Manager
 - Alisa Witt, Director of Public Health
- Agency
 - Colorado Department of Public Health and Environment (CDPHE), Office of Emergency Preparedness and Response
- Program and Purpose
 - o PHEP Public Health Emergency Preparedness Grant
 - This program supports public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.
- Description
 - o Funds will support staff time and fringe benefits for work associated with Public Health Emergency Preparedness and Response, including the Public Health Director (19%) and the Community Health Specialist (7%); Membership to the National Association of County & City Health Officials (NACCHO) and attendance to the NACCHO Preparedness summit
- Budget
 - Award amount for State Fiscal Year 2025: \$38,995.00 (Federal Funds), bringing total award from 2023 2025 to \$105,847.93
 - Match amount: \$0.00
- Additional Considerations
 - o Payment on reimbursement basis with monthly invoicing required
 - Incident-dependent reporting (i.e., after action reporting, outbreak updates, etc.) and annual reporting required, but no additional reporting requirements beyond the scope of the original grant agreement

TASK ORDER

State Agency	Contractor
State Agency State of Colorado for the use & benefit of the	Board of County Commissioners of Gilpin County
Department of Public Health and Environment	(a political subdivision of the state of Colorado)
4300 Cherry Creek Drive South	203 Eureka Street
Denver CO 80246	PO Box 366
Deliver CO 80240	
	Central City CO 80427-0366
	For the use and benefit of the
	Gilpin County Public Health Agency
	15193 Hwy 119
	Black Hawk CO 80422
Main Task Order Contract Number	Task Order Performance Beginning Date
23 FAA 00021	The later of the Task Order Effective Date or July 1, 2024
Task Order Number	
2025*0118	
Task Order Maximum Amount	Task Order Expiration Date
Initial Term	June 30, 2025
State Fiscal Year 2025 \$38,995.00	
	Except as stated in §2.D., the total duration of this Contract,
Extension Terms	including the exercise of any options to extend, shall not
T . 1 C . A11 C T . 1 X	exceed 5 years from its Performance Beginning Date.
Total for All State Fiscal Years \$38,995.00	
Pricing/Funding	Miscellaneous:
Price Structure: Cost Reimbursement	Authority to enter into this Contract exists in:
Contractor Shall Invoice: Monthly	C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113
Funding Source:	Law Specified Vendor Statute (if any): Enter Program specific
Federal \$38,995.00	
, ,	Procurement Method: Exempt
	Solicitation Number (if any): NA
State Representative	Contractor Representative
Stephanie Burke	Ray Rears
PHEP Program Manager	Director
Office of Emergency Preparedness and Response	Gilpin County Public Health Agency
Colorado Department of Public Health and Environment	15193 Hwy 119
4300 Cherry Creek Drive South	Black Hawk CO 80422
Denver, CO 80246	rrears@gilpincounty.org
Stephanie.burke@state.co.us	
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Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

Exhibit A Additional Provisions Exhibit B Statement of Work

Exhibit C Budget

Exhibit D Federal Provisions

Contract Purpose

The Public Health Emergency Preparedness program supports public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.

In accordance with §4.B of the Main Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Main Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Main Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or July 1, 2024, whichever is later.

Task Order Number: 2025*0118 OC Page 2 of 3 Version 05.02.2022

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR	STATE OF COLORADO Jared S. Polis, Governor
Board of County Commissioners of Gilpin County	Colorado Department of Public Health and Environment
(a political subdivision of the state of Colorado)	Jill Hunsaker Ryan, MPH, Executive Director
For the use and benefit of the	
Gilpin County Public Health Agency	DocuSigned by:
Sur Remme	Chulsea Gilbertson By: Signature
By: Signature	by. Signature
S., 2-	Chelsea Gilbertson
Name of Person Signing for Contractor	Name of Executive Director Delegate
	Director of Procurement and Contracts
Title of Person Signing for Contractor	Title of Executive Director Delegate
Date: 5-22-2024	Date:
Date. J = 20 20	
In accordance with §24-30-202, C.R.S., this Option is not val authorized	
STATE CON	NTROLLER
Robert Jaros, C	CPA, MBA, JD
Jannette Scarpino	
8CA04B14546748A By: Sig	nature
Jannette Scarpino	,
Name of State Co	ntroller Delegate
Chief Financial Off	•
Title of State Con	stroller Delegate
2024-06-04 Effective Date:	

-- Signature Page End --

Task Order Number: 2025 0118 OC

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Version 05.02,2022

EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 05/12/2022 Task Order Routing Number 23 FAA 00021

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five (45) calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Lisa Sparrow, Contract monitor lisa.sparrow@state.co.us.

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

- 2. Time Limit For Acceptance Of Deliverables.
 - a. <u>Evaluation Period</u>. The State shall have forty-five (45) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
 - c. <u>Time to Correct Defect</u>. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.
- 3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

- 4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with General Provisions, Section 18I, Modification, or Option Letter Provisions of this Contract.
- 5. Contractor shall comply to the provisions of 45 CFR Part 75.
- 6. <u>CDC Additional Requirements</u> apply to this project.

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STATEMENT OF WORK To Original Contract Number: 2025*0118

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to improve medical and public health care preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

II. Definitions:

- 1. AFN- Access and Functional Needs
- 2. AAR/IP- After Action Report/Improvement Plan
- 3. BP1- Budget Period 1
- 4. CDB- Communicable Disease Branch
- 5. CDPHE- Colorado Department of Public Health and Environment
- 6. CO-SHARE- Colorado State Health and Readiness Exchange
- 7. CVM- Colorado Volunteer Mobilizer
- 8. DHSEM- Division of Homeland Security and Emergency Management
- 9. EpiTrax- Disease reporting and surveillance system
- 10. EPI- Epidemiology
- 11. EPR- Emergency Preparedness and Response
- 12. ESF#8- Emergency Support Function 8, Public Health & Medical
- 13. HAN- Health Alert Network
- 14. HSEEP- Homeland Security Exercise & Evaluation Program
- 15. LPHA- Local Public Health Agency
- 16. MYIPP- Multi Year Integrated Preparedness Plan
- 17. NORS- National Outbreak Reporting System
- 18. OEPR- Office of Emergency Preparedness and Response
- 19. PHEOP- Public Health Emergency Operations Plan
- 20. RRC- Readiness & Response Coordinator
- 21. SMS Text- Short Message Service

III. Work Plan:

Goal #1: To ensure the State of Colorado has the ability to effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public's health.

Objective #1: No later than the expiration date of the Contract, provide public health preparedness, response, and recovery activities, and maintain public health surveillance and epidemiological response capacity in the Jurisdiction through planning, training, exercises and response to real events.

Primary Activity #1

The Contractor shall conduct timely, complete disease investigations to implement appropriate disease control and mitigation activities.

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Sub-Activities #1	 The Contractor shall create or update a local public health response plan to maintain access to the following trained, response-ready personnel: Staff who monitor routine jurisdictional public health disease surveillance systems; EpiTrax Ad-hoc response systems Staff who are trained to conduct routine disease investigations to include:
Sub-Activities #2	The Contractor shall create or update a local public health response plan for disease events that includes: a. Processes for requesting additional assistance when disease response exceeds local capacity.
Sub-Activities #3	 The Contractor shall maintain accurate disease investigation data. a. The Contractor shall enter complete, accurate information from Local Public Health Agency (LPHA) conducted disease investigations into the designated statewide surveillance system. b. The Contractor shall complete data entry within three business days of investigation or interview.
Sub-Activities #4	The Contractor shall assess disease investigation metrics reports provided to them. a. The Contractor shall resolve any issues identified in the investigation metrics reports. b. The Contractor shall record each disease investigation metrics report issue resolution in the Grant Reporting Spreadsheet.
Sub-Activities #5	The Contractor shall provide timely, complete, Outbreak Reports for LPHA led outbreaks for the following:
Sub-Activities #6	The Contractor shall provide timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA: a. Waterborne and foodborne disease outbreaks. b. Enteric disease outbreaks transmitted by: i. contact with environmental sources ii. contact with infected people or animals iii. through an indeterminate/unknown mode

Sub-Activities #7	1. The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control and mitigation activities to include immediate responses to high risk disease situations outside of normal business hours.		
Sub-Activities #8	The Contractor shall review response to recent disease events. a. Data shall be reviewed from COVID-19. b. Other recent communicable disease event responses: i. lessons learned shall be identified ii. best practices shall be identified 2. The Contractor shall summarize the review to inform future updates to infectious disease response and pandemic plans.		
Primary Activity #2	The Contractor shall assess public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable rapid decision making and information sharing for the protection of community health.		
Sub-Activities #1	The Contractor shall maintain awareness of communicable disease trends in their jurisdiction. a. The Contractor shall regularly assess trends in surveillance data for their jurisdiction. b. The Contractor shall assess how social determinants of health influence disease trends in their jurisdiction. c. The Contractor shall attend statewide Communicable Disease Epi Update calls. d. The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.		
Sub-Activities #2	The Contractor shall meet at least quarterly with the state Field Epidemiologist assigned to their region to discuss; a. Epidemiology activities. b. Agency epidemiology capacity.		
Sub-Activities #3	 The Contractor shall present public health data and concepts with community stakeholders, a minimum of every six (6) months for the following purposes: To enhance early detection of infectious disease outbreaks, To enhance rapid response to disease outbreaks, To improve the management of infectious disease outbreaks, To improve the management of novel emerging disease threats. Sharing activities include but are not limited to: Sharing public health data trends through a newsletter. Sharing public health data through a website. Discussing the agency's epidemiological response plan with community response stakeholders. Reviewing an outbreak investigation with community stakeholders. Reviewing the role of epidemiology in emergency preparedness and response. Sharing epidemiological tools that can be used in emergency preparedness and response. 		

Sub-Activities #4	1. The Contractor shall support disease control activities among people at higher risk of communicable disease infections through collaboration and planning with stakeholders such as: a. Organizations supporting people experiencing homelessness. b. Correctional facilities (excluding state and federal facilities). c. Organizations supporting populations >65 years. d. Organizations supporting food security. e. Schools. f. Childcare facilities. g. Organizations supporting seasonal workers. h. Organizations supporting migrant populations. i. Organizations supporting people with behavioral health needs. j. Organizations supporting people with other chronic health conditions. l. Organizations supporting other diverse populations with a disproportionate burden of disease risk, morbidity, or mortality.
Goal #2: To increase	capacity for preparedness, response and recovery during public health emergencies.
Objective #1: No late recovery activities three	or than the expiration date of the Contract, improve public health preparedness, response, and ough exercises.
Primary Activity #1	The contractor shall respond to quarterly redundant communication drills conducted by the Office of Emergency Preparedness and Response (OEPR)
Sub-Activity #1	1. Response to quarterly redundant drills may be made by one or more of the following methods: a. Email b. Phone c. SMS text d. Radios
Primary Activity #2	The contractor shall respond to quarterly Communicable Disease after-hour drills conducted by the Communicable Disease Branch (CDB)
Sub-Activity #1	Response to quarterly after-hour drills may be made by one or more of the following methods: a. Phone b. SMS Text Message
Primary Activity #3	The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE)
Sub-Activity #1	All fields in the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE) a minimum of two (2) times per year The LPHA list shall also be updated when:
Primary Activity #4	The Contractor shall complete an individual agency or local level Health Alert Network (HAN) Assessment.

Primary Activity #5	The Contractor shall participate in a 4th quarter HAN drill with OEPR.
Primary Activity #6	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for a minimum of two (2) disaster drills or events.
Primary Activity #7	The Contractor shall participate in quarterly redundant 800 MgHz radio communication drills.
Primary Activity #8	The Contractor shall develop a discussion-based exercise that addresses a priority jurisdictional risk.
Sub Activity #1	Exercises shall be selected from one of the following options that best meets their jurisdictional needs:
Primary Activity #9	The Contractor shall conduct their discussion-based exercise that addresses a priority jurisdictional risk with their emergency response team.
Sub Activity #1	1. The Contractor shall create an After Action Report and Improvement Plan following the exercise.
Primary Activity #10	The Contractor shall coordinate with the HCC Readiness and Response Coordinator (RRC) designee to engage the ESF #8 support function for emergencies that are a threat to the public health & healthcare system.
Objective #2: No late recovery activities thr Primary Activity #1	er than the expiration date of the Contract, improve public health preparedness, response, and rough training. The Contractor shall participate in an Access and Functional Needs (AFN) training.
Primary Activity #2	The Contractor shall identify staff who have been trained as primary CVM administrator.
Objective #3: No late recovery activities thr	
Primary Activity #1	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass care event within your jurisdiction.
Primary Activity #2	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass fatality event within your jurisdiction.
Primary Activity #3	The Contractor shall document meetings with the local Emergency Manager to discuss planning and Public Health/Emergency Management coordination during responses at least once per quarter.
Primary Activity #4	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.

	The Contractor shall complete a Budget Period 1 (BP1) Action Plan.
Primary Activity #5	The Contractor shall complete a Badget Ferroe F (BFF) Fredom Frame
	1. The Contractor shall meet quarterly with their CDPHE Field Manager to discuss;
Sub-Activities #1	a. Priority areas identified
	b. Quarterly progress.
Primary Activity	The Contractor shall conduct a comprehensive review of the Public Health Emergency
#6	Operations Plan (PHEOP).
	1. Reviews shall include:
Sub-Activities #1	a. Additions or updates from the current hazard vulnerability assessment
Sub-Activities #1	b. After action reports.
	The Contractor shall complete an All-Hazards Multi-Year Integrated Preparedness Plan
Primary Activity #7	(MYIPP) that shall include Progressive exercise planning.
,	
	The Contractor shall complete one of the following: a. The contractor shall update their existing MYIPP plan.
Sub-Activities #1	b. The contractor shall develop a new MYIPP plan.
	The Contractor shall participate in a Risk Assessment.
Primary Activity	The Contractor shall participate in a Risk Assessment.
#8	
Primary Activity	The Contractor shall revise their communication plan for response related efforts that engage ESF8 for emergencies that are a threat to the public health and healthcare system.
#9	Est 8 for emergencies that are a timeat to the public hearth and hearthcare system.
	1. The contractor shall define the roles of the following response partners in communication
	plans that engage ESF #8: a. ESF8 Lead
Sub-Activities #1	b. HCC RRC
	c. OEPR Field Manager
	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically
	during the contract term. The contractor shall monitor documents and website content
	for updates and comply with all updates.
	2. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in
	the CDPHE Communicable Disease Manual https://cdphe.colorado.gov/communicable-
	disease-manual in the "Public Health Reportable Condition Investigation Guidance"
	(https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe Q/view). This document and website are incorporated and made part of the contract by reference
Standards and	and are available on the following website: https://cdphe.colorado.gov/communicable-
Requirements	disease-manual The Contractor shall use statewide guidance and best practice in investigation of disease
	and outbreaks, including exposure monitoring. Guidance for many conditions can be
	found in the CDPHE Communicable Disease Manual:
	(https://cdphe.colorado.gov/communicable-disease-manual). Guidance may evolve and be adapted for changing responses or new pathogens. The CDPHE Communicable
	Disease Branch (CDB) will provide the most up to date guidance as needed.
	4. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the jurisdiction into EpiTrax or ad-hoc response
	surveillance systems within one working day of Contractor knowledge of the case, contact,
	or exposed individual or immediately by phone to CDPHE for high risk conditions.
	5. The Contractor shall comply with reporting requirements when completing the CDC National Outbreak Reporting System (NORS) forms and Outbreak Reports. This

- information is incorporated and made part of this contract by reference and is located on the CDPHE website https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines
- CDPHE will provide the contractor access to the Grant Reporting Spreadsheet and CO-SHARE.
- 7. CDPHE will provide disease investigation metrics reports to the contractor.
- 8. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls.
- 9. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls
- 10. CDPHE will supply disease reporting and investigation metrics reports in August 2024 and February 2025.
- 11. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in Epi Trax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report.
- 12. The Contractor shall consult with CDPHE if they are unable to meet the target for completing timely investigations for conditions with primary LPHA investigation responsibility within the timeframe described in "Public Health Reportable Condition Investigation Guidance" or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax.
- 13. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including timely, complete data entry for required fields.
- 14. The Contractor shall comply with CDPHE requirements for outbreak reporting.
- 15. A high risk disease situation is one where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread. Examples include but are not limited to: performing case investigation for an immediately reportable disease/condition in order to offer post-exposure prophylaxis to contacts, investigating a potential bioterrorism agent, and implementing immediate disease control measures for an ongoing outbreak.
- 16. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan

 (https://docs.google.com/document/d/1UJlnx8uQvSChJAY 3wjpVG4XyuL2pnkLgYG ARazxuSg/edit?usp=sharing) by achieving the expectations described for LPHA led interviews or opting to have CDPHE EDIT conduct FoodNet interviews.
- 17. The intent of individual agency HAN drills is to assess existing HAN agency infrastructure and identify gaps or inefficiencies in communications systems.
- 18. The Contractor shall adhere to Homeland Security Exercise & Evaluation Program (HSEEP) principles for exercises and planning.
- 19. The Contractor shall align exercises with the PHEP Exercise Framework provided by CDPHE via CO-Share.
- 20. CDPHE-OEPR will provide HSEEP exercise templates, including a template for a situation manual and After Action Report/Improvement Plan (AAR/IP) via CO-Share by September 30, 2024.
- 21. CDPHE will provide technical assistance to support exercise planning, upon request.
- 22. The Contractor shall complete an AAR/IP within 90 days from any event, exercise or real world, in CO-SHARE.
- 23. The Contractor shall include the HCC RRC designee in preparing for, responding to, recovering from emergencies that are a threat to the medical system.
- 24. The Contractor shall include HCC roles and responsibilities in response documentation to include:
 - a. Situational Awareness
 - b. Communications
 - c. Coordination
- 25. Response documentation may include:
 - a. Plans
 - b. Annexes
 - c. Procedures
 - d. Policies

December 31, 2024

	e. Algorithms f. Concepts of Operations g. AAR/IP 26. Presentation reports shall include the date of presentation and b Grant Reporting spreadsheet. 27. CDPHE-OEPR will provide the dates and locations of the Divis and Emergency Management (DHSEM)'s Access and Functiona option for completion of this deliverable. 28. Contractors with 10 or more FTE must also identify an alternate 29. The Contractor's CVM administrators shall: a. Have completed CVM administrator training within the pa b. Signed the annual confidentiality agreement c. Be recognized by CDPHE as a CVM administrator 30. CDPHE will provide quarterly CVM administrator training for I 31. CDPHE shall require CVM reports after mission drills or real ev 32. CDPHE will provide a mass care template via CO-Share by July 33. The Contractor shall use the Mass Care Template when docume 34. CDPHE will provide a mass fatality template via CO-Shae by Ju 35. The Contractor shall use the Mass Fatality Template when docum 36. The Contractor shall identify four (4) priority areas in the BP1 provided by CDPHE via CO-Share. 37. CDPHE-OEPR will provide an Action Plan Template by July 1, 38. The Contractor shall include the HCC RRC designee, their roles PHEOP for response that engages ESF #8. 39. The Contractor shall demonstrate participation in the All-Haza Preparedness Plan (MYIPP) by submitting a MYIPP that add exercising for prioritized jurisdictional risks. 40. The Risk Assessment shall include representation for people wimpacted by public health emergencies. 41. CDPHE-OEPR will provide a risk assessment template by July 1, 42. The Risk Assessment can be for the jurisdiction or region. 43. For Local Public Health Agencies (LPHAs) serving the ESF #8 plans must describe how response partners are included in all not will provide a link to the Emergency Support Functions via CO-S	ion of Homeland Security Il Needs Road Show as an CVM administrator. st 24 months LPHAS. ents. 1, 2024. nting mass care events. Ily 1, 2024. menting mass care events. Action Plan which will be 2024. and responsibilities, in the rds Multi-Year Integrated resses plans, training and who are disproportionately 1, 2024. lead role, communication fication methods. CDPHE
Expected Results of Activity(s)	Colorado public health agencies will improve their ability to respon- emergencies and related events to which a public health response is	
Measurement of Expected Results		
	The Contractor shall submit their local Public Health Response plan via CO-SHARE.	No later than September 30, 2024
	The Contractor shall submit BP1 Action Plan via CO-SHARE.	No later than September 30, 2024
	3. The Contractor shall submit a copy of the Risk Assessment	No later than

via CO-SHARE

	4. The Contractor shall submit final NORS forms for LPHA led outbreaks in EpiTrax or ad-hoc response systems.	No later than two (2) months from first illness onset
	 The Contractor shall submit final outbreak summary reports for LPHA led outbreak in the Epi Trax or ad-hoc response system used. 	No later than six months from first illness onset
Deliverables	 The Contractor shall report new outbreaks identified in their jurisdiction to the CDPHE Communicable Disease Branch program manager via the approved submission method. 	No later than one business day from identification
identified in the disease investigation metrics reports		No later one (1) month after receiving the report
	8. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between July 1, 2024 and December 31, 2024, in the Grant Reporting Spreadsheet.	No later than February 28, 2025
	9. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between January 1, 2025 and June 30, 2025 in the Grant Reporting Spreadsheet.	No later than the contract end date
	10. The Contractor shall submit a brief summary of communicable disease prevention or response efforts among people of higher risk of communicable disease infection via the Grant Reporting Spreadsheet.	No later than the contract end date
	11. The Contractor shall submit a summary describing the operational strengths and areas for improvement identified during communicable disease response AAR reviews via CO-SHARE.	No later than the contract end date
	12. The Contractor shall submit an exercise plan, participant list, and after action report via CO-SHARE.	No later than June 15, 2025
	13. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between July 1, 2023 and December 31, 2023, via the Grant Reporting spreadsheet.	No later than Feb. 28, 2025
	14. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between January 1, 2024 and June 30, 2024 via the Grant Reporting spreadsheet.	No later than the contract end date
	15. The Contractor shall submit a brief summary of disease prevention and response efforts among people of higher risk of communicable disease infection via the Grant Reporting spreadsheet.	No later than the contract end date
	 The Contractor shall submit individual agency HAN assessment findings in CO-SHARE. 	No later than June 15, 2025
	17. The Contractor shall submit CVM reports for two (2) completed mission drills or real events in CO-SHARE.	No later than June 15, 2025

	18. The Contractor shall submit an After Action Report and Improvement Plan (AAR/IP) in CO-SHARE.	No later than June 15, 2025
	19. The Contractor shall submit one updated Emergency Support Function 8 (ESF#8) response documentation in CO-SHARE.	No later than June 15, 2025
	20. The Contractor shall submit proof of attendance to an Access & Functional needs training in CO-SHARE.	No later than June 15, 2025
	21. The Contractor shall submit copies of CVM administrator training certificate(s) with confidentiality agreements in CO-SHARE.	No later than June 15, 2025
	22. The Contractor shall submit the completed mass care template in CO-SHARE.	No later than June 15, 2025
	23. The Contractor shall submit the completed mass fatality template in CO-SHARE.	No later than June 15, 2025
	24. The Contractor shall submit documentation of meetings with the Emergency Manager in CO-SHARE.	No later than June 15, 2025
Delformbler	25. The Contractor shall submit the updated PHEOP in CO-SHARE.	No later than June 15, 2025
Deliverables	26. The Contractor shall submit an All-Hazards MYIPP in CO-SHARE	No later than June 15, 2025
	27. The Contractor shall submit the revised communication plan via CO-SHARE.	No later than June 15, 2025

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 10 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Public Health Emergency Preparedness (PHEP) Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this contract.

FY 25 ANNUAL BUDGET Contract Routing #: 2025-0118 OC

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Exhibit D

Federal Provisions - Public Health Emergency Prepardness

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification.

- a. Subrecipient: Gilpin County Public Health Agency
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): D9MJER6MTH41
- c. The Federal Award Identification Number (FAIN) is TBD.
- d. The Federal award date is TBD.
- e. The subaward period of performance start date is 7/1/2024 and end date is 6/30/2025.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/01/2024-6/30/2025	TBD	TBD

- g. Federal award title of project or program: Public Health Emergency Prepardness.
- h. The name of the Federal awarding agency is: The Department of Health and Human Services- Centers for Disease Control and Prevention and the contact information for the awarding official is TBD; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Amanda Hettinger, amanda.hettinger@state.co.us, Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.069 and the grant name is Public Health Emergency Prepardness.
- j. This award is not for research & development.
- k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- 1. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.

- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) Matching Funds. Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - d. 42 U.S.C. 6101 et seq., 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 12117, 12131 12134, 12141 12150, 12161 12165, 12181 12189, 12201 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
 - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by \$6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
 - h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.

- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 1. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
- 16) Close- Out. Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE

- has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

Consent Agenda Item

Tuesday, June 25th, 2024 Regular Meeting of the BoCC



Ratification of Grant Acceptance – State Tobacco Education and Prevention Partnership (STEPP) Grant Program, Task Order 2024*3830

Authorizing Policy

- Per the Gilpin County Grant Management Policy and Handbook, P-7, amended April 30, 2024, eligible grant applications
 may follow the Executive approval process, which does not require a Resolution or BoCC approval prior to submittal,
 but instead allows for submittal of the application with prior County Manager approval.
- Future acceptance of this grant, if awarded, is then dependent upon BoCC ratification via the consent agenda at a duly noticed public meeting following the submittal.
- In cases where there is no application process, the agreement is an extension or amendment of an existing grant, or
 where the application deadline was prior to the implementation of the Grant Management policy, BoCC ratification
 shall take place via the consent agenda at a duly noticed public meeting following the acceptance of the grant
 agreement or contract.
- In all cases, the agreement or contract must follow the Gilpin County Contract Management Policy, P-17.
- Eligible grants are characterized by the following:
 - o An anticipated award between \$10,000 and \$100,000; and
 - BoCC action, including signature of the highest elected official, is not required by the grant agency prior to submittal; and
 - o The grant, if awarded, would not result in any staffing changes; and
 - o The grant, if awarded, would not create any multi-year financial obligations or commitments; and
 - The grant requires no match OR requires a match that has already been approved in the County's annual budget; and
 - The grant does not require an in-kind match of 10% or more of any employee's workload.

Grant Details

- Requestor and/or Project Manager
 - o Alisa Witt, Director of Public Health
- Agency
 - Colorado Department of Public Health and Environment (CDPHE), Prevention Services Division
- Program and Purpose
 - STEPP State Tobacco Education and Prevention Partnership Grant Program for Tobacco Control
 - This public health project serves to reduce the burden of tobacco use as well as prevent the initiation of tobacco use among Coloradans.
- Description
 - Funds will support staff time and fringe benefits for work associated with Public Health Emergency Preparedness and Response, including the Public Health Director (5%) and the Community Health Specialist (40%); paid media, printing, promotional items, meetings and incentives for community education and engagement related to tobacco use and cessation.
- Budget
 - Award amount for State Fiscal Year 2025: \$50,000.00 (State Funds)
 - o Match amount: \$0.00
- Term
 - July 1, 2024 June 30, 2025, with future extension anticipated to lengthen grant term through June 30, 2026
- Additional Considerations
 - o Payment on reimbursement basis with monthly invoicing required
 - o Quarterly, annual, and final project reports required

TASK ORDER

State Agency	Contractor		
State of Colorado for the use & benefit of the	Board of County Commissioners of Gilpin County		
Department of Public Health and Environment	(a political subdivision of the state of Colorado)		
4300 Cherry Creek Drive South	203 Eureka Street		
Denver CO 80246	PO Box 366		
	Central City CO 80427-0366		
	for the use and benefit of the		
	Gilpin County Public Health Agency		
	15193 Hwy 119		
	Black Hawk CO 80422		
Main Task Order Contract Number	Task Order Performance Beginning Date		
23 FAA 00021	The later of the Task Order Effective Date or July 1,		
	2024		
Task Order Number			
2024*3830			
Task Order Maximum Amount	Task Order Expiration Date		
Initial Term	June 30, 2025		
State Fiscal Year 2024 \$50,000.00			
	Except as stated in §2.D., the total duration of this		
	Contract, including the exercise of any options to		
T (1 C A 11 C) (E' 1 X)	extend, shall not exceed 5 years from its Performance		
Total for All State Fiscal Years \$50,000.00	Beginning Date.		
Pricing/Funding	Miscellaneous:		
Price Structure: Cost Reimbursement	Authority to enter into this Contract exists in:		
Contractor Shall Invoice: Monthly	C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113		
Funding Source:			
State \$50,000.00			
	Procurement Method: Exempt		
	Solicitation Number (if any): Enter Solicitation N/A		
State Representative	Contractor Representative		
Natalya Verscheure	Alisa Witt		
Branch Manager	Director of Public Health		
Prevention Services Division, Health Promotion and Chronic	Gilpin County Public Health Agency		
Disease Prevention	15193 Hwy 119		
Colorado Department of Public Health and Environment	Black Hawk CO 80422awitt@gilpincounty.org		
4300 Cherry Creek Drive South			
Denver, CO 80246			
natalya.verscheure@state.co.us			
Exhibits and Order of Precedence			

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

Exhibit A Additional Provisions Exhibit B Statement of Work

Exhibit C Budget

Contract Purpose

This public health project serves to reduce the burden of tobacco use as well as prevent the initiation of tobacco use among Coloradans.

In accordance with §4.B of the Main Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Main Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Main Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or July 1, 2024, whichever is later.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Board of County Commissioners of Gilpin County (a political subdivision of the state of Colorado) for the use and benefit of the Gilpin County Public Health Agency Docusigned by: Swaw Burmun 3C1E84ED14CE418	Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director Docusigned by: Lusca Gibertson By: Signature		
By: Signature			
Susan Berumen	Chelsea Gilbertson		
Name of Person Signing for Contractor	Name of Executive Director Delegate		
Name of Person Signing for Contractor	Director of Procurement and Contracts		
County Commissioner - Board Chair	Title of Executive Director Delegate		
Title of Person Signing for Contractor	Title of Executive Director Delegate		
Date:	Date:		
In accordance with §24-30-202, C.R.S., this Option is not valuathorized			
STATE CON Robert Jaros, Consigned by: Janualle Scarpino 8CA04B14546748A By: Signed by: By: Signed by:	CPA, MBA, JD		
Jannette Scarpino			
Name of State Controller Delegate			
Chief Financial Officer			
Title of State Con	ntroller Delegate		
2024-06-09 Effective Date:	5		

--Signature Page End--

EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 05/12/2022 Task Order Routing Number 2024*3830

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement
Invoice Form. This form is accessible from the CDPHE internet website
https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this
Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE
Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five (45) calendar
days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the
Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Tobacco Program Generalist via email at cdphe_stepp_pg@state.co.us.

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five** (45) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

- 2. Time Limit For Acceptance Of Deliverables.
 - a. <u>Evaluation Period</u>. The State shall have **fifteen (15)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
 - c. <u>Time to Correct Defect</u>. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **fifteen (15)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within **fifteen (15)** calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.
- 3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total

budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification.

- 5. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
- 6. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).
- 7. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.
 - Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.
- 8. If Contractor indicates full expenditure of funds under this Contract by **March 31st** of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than **March 31st** of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by **March 31st**, CDPHE will reallocate unspent funds without any penalties to the Contractor.
 - Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.
- 9. Funds provided under this Contract may not be used to: supplant funding for any existing programs/ models; develop new cessation programs/models; develop curricula for youth or adults not reviewed and approved by the State; pay for individual cessation aids or nicotine replacement therapy; fund capital improvements; or fund costs of enforcement of state or local laws and ordinances unless approved by CDPHE.
- 10. Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.
- 11. Publications, presentations, or public events resulting from Amendment 35 Tobacco Grants Program funding must include the following acknowledgment of grant support and disclaimer:

Funding for this event/project/program was provided (in part) by Amendment 35 Tobacco Education, Prevention and Cessation Grant Program funding. The views expressed do not necessarily reflect the official policies of, nor does the mention of imply endorsement by, the Colorado Department of Public Health and Environment.

STATEMENT OF WORK To Original Contract Number 2024*3830

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gilpin County Public Health Agency

II. Project Description: This public health project serves to reduce the burden of tobacco use as well as prevent the initiation of tobacco use among Coloradans. In Colorado, tobacco use is the single most preventable cause of death as well as disease, accounting for more than 5,100 deaths each year. In addition, it costs the state more than \$1.8 billion in health care expenditures as well as more than \$1 billion in lost productivity each year. The 2030 Education, Prevention and Cessation Tobacco Strategic Plan recommends taking steps to accelerate the decline in tobacco use among populations that have not equitably benefited from commercial tobacco control efforts to date. Through evidence-based, culturally-responsive strategies that prevent, postpone, and treat chronic disease, improve health promotion and prevention policy, transform health care delivery and integrate community as well as clinical care prevention efforts through creating in addition to maintaining comprehensive tobacco control programming to benefit communities in the Contractor's catchment area.

Comprehensive commercial tobacco control strategies are designed to lower the number of illnesses, disabilities, as well as fatalities caused by tobacco use. A multi-pronged approach will be used to accomplish:1) Community education on policies that influence tobacco use/reduce health disparities; 2) Authentic community engagement to create community-specific tobacco prevention activities; 3) Promotion of culturally-tailored tobacco treatment resources; 4) Education on survey data specific to tobacco priority populations; 5) Building/maintenance of the Contractor's tobacco subject matter expertise; 6) Implementation of evidence-based tobacco program interventions as identified in the CDPHE-provided local public health agency framework.

The goal of this health project is to promote community-based commercial tobacco control work as identified by the Tobacco Education, Prevention and Cessation Program. Funding of this project was created by Colorado Revised Statutes 25-3.5-804 that supports funding for community-based and statewide tobacco education programs designed to reduce initiation of tobacco use by youth, promote cessation of tobacco use among youth, as well as reduce exposure to secondhand smoke as well as vapor.

III. Definitions:

Task Order Number: 2024*3830

- 1. **Authentic Community Engagement**: a two-way exchange of information/ideas/resources to offer opportunities for communities to exercise power in decision-making
- 2. **Business Days:** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- 3. Catchment Area: geographic area(s) in which the Contractor performs tobacco grant work.
- 4. CDC: Centers for Disease Control and Prevention
- 5. **CDPHE**: Colorado Department of Public Health and Environment
- Commercial Tobacco: Harmful products that are made and sold by tobacco companies. This is
 distinct from "traditional tobacco" used by Native American people and other groups for religious or
 ceremonial purposes.
- 7. **Equitable enforcement:** a process of ensuring compliance with law and policy that considers and minimizes harm to people affected by health inequities.
- 8. **Healthy Kids Colorado Survey**: a survey on the health/well-being of young people and school health policies/practices that support youth health
- 9. Implementation Plan: documented steps needed to implement the Contractor's tobacco project plan

- 10. LPHA: Local Public Health Agency
- 11. **Organizational Policy**: a course or method of action selected by an organization to guide decisions on matters of public interest/social concern.
- 12. **Place-Based**: Approaches, community and stakeholder agencies collaborate to address health and contextual factors influencing the social well-being of a population within a defined geographic location.
- 13. **Priority Populations**: populations disparately affected due to higher tobacco use/prevalence and that will be affected by an intervention.
- 14. Quarterly:
 - a. Quarter 1: July 1 September 30
 - b. Quarter 2: October 1 December 31
 - c. Quarter 3: January 1 March 31
 - d. Quarter 4: April 1 June 30
- 15. Quit Attempts: attempt to stop smoking
- 16. **Second Chance program**: a web-based, interactive, self-directed alternative to a suspension education program for youth who have violated a tobacco policy at school or a tobacco law in the community.
- 17. **SFY**: State Fiscal Year. Means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.
 - a. FY25: July 1, 2024 through June 30, 2025
 - b. FY26: July 1, 2025 through June 30, 2026
- 18. STEPP: State Tobacco Education and Prevention Partnership
- 19. STEPP Project Officer: STEPP program contact
- 20. Strategic Plan: 2030 Colorado Commercial Tobacco Control Strategic Plan
- 21. **TTA**: Training and Technical Assistance
- 22. TFCP: Tobacco-focused Community Profile
- 23. Tobacco Grants Program: STEPP
- 24. Youth: individuals between ages 18 to 24 years old
- 25. Workflow: a series of tasks how tasks are accomplished, in what order, and by whom

IV. Work Plan:

Goal #1: Advance health and racial equity by improving the health of all Coloradans, with a specific focus on priority populations, through strategies that focus on health promotion, prevention, as well as access to health care.

Objective #1: No later than the expiration date of this contract, advance the implementation of evidence-based, culturally responsive, community-oriented tobacco control strategies that align with the 2030 Education, Prevention and Cessation Tobacco Strategic Plan.

Primary Activity #1	The Contractor shall complete a tobacco-focused community profile (TFCP).
Sub-Activities #1	The Contractor shall conduct a community needs/readiness assessment to identify the most appropriate opportunities related to the following: a. tobacco policy change.

EXHIBIT B

	b. improving accessibility of tobacco treatment.						
	c. improving utilization of tobacco treatment.						
	d. advancing youth-oriented awareness of the dangers of tobacco products.						
	e. community education.						
	f. reductions in exposure to second-hand smoke as well as vapor.						
Primary Activity	The Contractor shall, in collaboration with the designated Colorado Department of Public Health and Environment (CDPHE) STEPP Program Officer, draft an implementation plan outlining the following:						
#2	1. The strategy(ies) in which the project will focus, based on the information in the TFCP.						
	2. The detailed steps which the Contractor shall take to address the objective of this agreement.						
	1. The Contractor shall plan to sign the final implementation plan agreed upon with CDPHE.						
Sub-Activities #2	2. The Contractor shall update the implementation plan at a minimum annually.						
	3. The Contractor shall prepare to sign the implementation plan each time the plan changes.						
Primary Activity #3	The Contractor shall implement activities listed in the CDPHE-approved annual implementation plan.						
Primary Activity #4	The Contractor shall implement capacity-building activities as identified in the CDPHE-provided local public health agency framework.						
Primary Activity #5	The Contractor shall facilitate the reduction of tobacco-related health disparities among priority populations in the Contractor's catchment area.						
0.1.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.	1. The Contractor shall build community understanding of the following as tobacco control strategies are introduced at the local level:						
Sub-Activities #5	a. tobacco-related health disparities among priority populations						
	b. importance of policies that influence tobacco use.						
Primary Activity #6	The Contractor shall implement the tobacco policy change processes designed to reduce prevalence/initiation of tobacco use through the adoption of tobacco policy changes.						
	The Contractor shall use the CDPHE-provided local public health agency framework.						
	2. The Contractor shall build community understanding of tobacco policy changes designed to reduce prevalence/initiation of tobacco use.						
Sub-Activities #6	3. The Contractor shall use the promotion of tobacco-free social norms to prevent tobacco use initiation among youth/young adults through.						
	4. The Contractor shall promote tobacco treatment as part of tobacco policy change activities.						
Primary Activity #7	The Contractor shall implement the tobacco policy change processes designed to reduce exposure to secondhand smoke as well as vapor, through the adoption of tobacco policy changes.						

EXHIBIT B

	The Contractor shall use the CDPHE-provided local public health agency framework.
	2. The Contractor shall build community understanding of tobacco policy changes designed to reduce exposure to secondhand smoke/vapor.
	3. The Contractor shall provide education to community members that facilitates the following:
Sub-Activities #7	a. Adoption of place-based smoke/vapor/tobacco-free policies
	b. Implementation of place-based smoke/vapor/tobacco-free policies
	c. Equitable enforcement of place-based smoke/vapor/tobacco-free policies
	d. Promotion of tobacco treatment resources.
	4. The Contractor shall provide a copy of the following in the event that the Contractor's catchment area passes new local tobacco ordinances as well as tobacco-related organizational policies:
	a. local tobacco ordinances
	b. local tobacco-related organizational policy
Primary Activity #8	The Contractor shall facilitate access to/uptake of evidence-based tobacco treatment services through the use of culturally-appropriate strategies.
	The Contractor shall use the CDPHE-provided local public health agency framework.
	2. The Contractor shall promote widespread adoption of tobacco treatment interventions, including environmental approaches, in a variety of clinical/community settings.
	3. The Contractor shall provide education/technical assistance to:
	a. maximize opportunities to screen for tobacco use
	b. link tobacco users to evidence-based tobacco treatment.
Sub-Activities #8	4. The Contractor shall implement the reduction of barriers to accessing cessation services by collaborating with clinical/community entities to:
	a. assess the current status of tobacco screening/intervention
	b. integrate treatment/referral processes into existing medical/social care settings
	c. promote the availability of low/no cost cessation benefits, including those offered through the:
	i. Colorado QuitLine
	ii. Medicaid.
	d. Where applicable, the Contractor shall support the adoption of tobacco-free policies.
Primary Activity #9	The Contractor shall complete all required grant reporting requirements.
	The Contractor shall complete quarterly progress reports on a CDPHE-approved Quarterly Progress Report template.
Sub-Activities #9	 The Contractor shall complete annual progress reports on a CDPHE-approved Annual Progress Report template.
	3. The Contractor shall complete a final project report on a CDPHE-approved Report template.

- The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.
- The Contractor shall adhere to the Best Practices User Guides. This information is located on Tobacco Free CO website http://www.tobaccofreeco.org and made a part of this contract by reference.
- 3. The Contractor shall adhere to the requirements in the CDPHE-provided local public agency framework. This information is located on Centers for Disease Control and Prevention website https://www.cdc.gov/tobacco/stateandcommunity/guides/pdfs/best-practices-youth-engagement-user-guide.pdf and made a part of this contract by reference.
- 4. CDPHE will provide the Contractor with the local public health agency framework at the beginning of each SFY.
- 5. The Contractor shall plan to prioritize priority populations as defined in the Strategic Plan as well as CDPHE local public health framework in all work to reduce tobacco use in settings to include:
 - a. schools.
 - b. multi-unit housing.
 - c. behavioral health care systems.
 - d. social services settings.
 - e. municipal settings.
 - f. other settings, as identified by community needs.

Standards and Requirements

This information is located on the Tobacco Free Colorado website https://drive.google.com/file/d/1vBTrhurde7KSkJQYtDAS4YTe1DM-wTQy/view?usp=sharing and is incorporated and made a part of this contract by reference.

- 6. The Contractor shall use the Best Practices User Guide, in all efforts to educate the community/policy makers about tobacco control policies which reduce tobacco use, utilize a youth/adult task force model of community mobilization.
- 7. The Contractor shall obtain approval from CDPHE prior to beginning activities outlined in the implementation plan.
- 8. CDPHE will review the implementation plan within 21 business days of submission.
- 9. The Contractor shall prepare to make any necessary modifications to the implementation plan within 30 business days of notification by CDPHE.
- 10. CDPHE will approve the implementation plan within 21 business days of submission.
- 11. The Contractor shall plan to work with the following to draft/update the implementation plan:
 - a. CDPHE-approved Technical Assistance provider(s)
 - b. STEPP Project Officer
- 12. The Contractor shall, based on activities identified in the implementation plan, utilize CDPHE-approved technical assistance providers. This information is incorporated and made part of this contract by reference and is located at the following website:

 https://www.tobaccofreeco.org/grantee/grantee-resources/2018-ta-providers-list-2/
- 13. The Contractor shall follow best practices using required resources. This information is incorporated and made part of this contract by reference and are located at the following websites:
 - a. CDC's Evidence-Based Guides for States available at the following website: https://www.cdc.gov/tobacco/stateandcommunity/guides/index.htm

Ver. 01.11.19

- Best Practices for Comprehensive Tobacco Control Programs at the Local Level (NACCHO), available at the following website: https://www.naccho.org/uploads/downloadable-resources/Tobacco-Report-2022.pdf
- c. US Public Health Service Clinical Practice Guideline: *Treating Tobacco Use and Dependence 2008 Update*, available at the following website: http://www.ncbi.nlm.nih.gov/books/NBK63952/
- d. CDC's Best Practices User Guide: Health Equity in Tobacco Prevention and Control, available at the following website: https://www.cdc.gov/tobacco/stateandcommunity/best-practices-health-equity/pdfs/bp-health-equity.pdf
- 14. The Contractor shall use the following references to assess the tobacco problem in the Contractors catchment area. This information is incorporated and made part of this contract by reference and are located at the following websites:
 - a. The Attitudes and Behaviors Survey (TABS) available on the following website: http://www.tobaccofreeco.org
 - b. Healthy Kids Colorado Survey available on the following website: http://www.tobaccofreeco.org
 - c. CDPHE Tobacco Retailer Access Colorado available on the following website: https://trac-cdphe.opendata.arcgis.com/
 - d. FDA Compliance Check Inspections of Tobacco Product Retailers available on the following website:
 https://www.accessdata.fda.gov/scripts/oce/inspections/oce_insp_searching.cfm
 - e. Colorado QuitLine information is available on the following website: https://www.coquitline.org/
 - f. Colorado QuitLine reports are available on the following website: http://www.tobaccofreeco.org
 - g. STEPP Implementation Plan Template is available on the following website: http://www.tobaccofreeco.org
 - h. STEPP Tobacco Focused Community Profile guidance is available on the following website: http://www.tobaccofreeco.org/
 - i. Authentic Community Engagement to Advance Equity available on the following website: https://www.colorado.gov/pacific/sites/default/files/Authentic-Community-Engagement-to-Advance-Equity.pdf
- 15. The Contractor shall facilitate the development of Tobacco-free Schools Policies that are consistent with Colorado's Tobacco Free Schools Law (C.R.S. 25.14.103.5). This information is located on Tobacco Free CO website https://www.tobaccofreeco.org/wp-content/uploads/2018/03/Overview-of-Tobacco-free-Schools-TFS-Law.pdf and made a part of this contract by reference.
- 16. The Contractor shall prepare to notify the STEPP Point of Contact within five (5) business days of passage in the Contractor's catchment area of any:
 - a. Tobacco control municipal ordinance
 - b. Tobacco-related organizational policy issue
- 17. The Contractor shall prepare to collaborate with STEPP in determining a local strategy approach to promote environmental change processes to reduce tobacco initiation/use/exposure to secondhand smoke/vapor among the Contractor's most tobacco-burdened populations.
- 18. The Contractor shall prepare to participate in evaluation activities that include the following:
 - a. Evaluation-related TTA as recommended by CDPHE.
 - b. Develop an evaluation plan using the guidance created by the CDPHE Evaluation Contractor.

- c. Coordinate with the CDPHE Evaluation Contractor to provide project information/data.
- d. Comply with data reporting requirements established by CDPHE's Evaluation Contractor.
- e. Attend, at a minimum, quarterly meeting with CDPHE's Evaluation Contractor to provide:
 - i. program updates.
 - ii. review evaluation progress.
 - iii. review project successes.
 - iv. review project barriers.
- 19. The Contractor shall prepare to notify the STEPP Project Officer within 15 business days of updating the evaluation plan.
- 20. The Contractor shall provide metrics/measures/project progress information in the following reports using the reporting tool provided by CDPHE's Evaluation Contractor:
 - a. Quarterly progress reports
 - b. Annual Reports
 - c. Final project report
- 21. CDPHE will perform aggregate data through the CDPHE's Evaluation Contractor as part of the macro-evaluation of the Tobacco Grants Program.
- 22. CDPHE will provide the Contractor will the following Reporting templates:
 - a. Quarterly Progress Report
 - b. Annual Progress Report
 - c. Final Project Report
- 23. The Contractor shall use standardized survey tools to assess the current status of tobacco use screening/intervention and advance tobacco treatment integration in clinical and community settings. This information is incorporated and made part of this contract by reference and is available on the following websites:
 - a. http://www.tobaccofreeco.org
 - b. https://millionhearts.hhs.gov/tools-protocols/action-guides/tobacco-change-package/index.html
- 24. The Contractor shall attend bi-monthly STEPP Update calls.
- 25. The Contractor shall attend scheduled Learning Community Calls specific to evidence-based tobacco program interventions in which the Contractor works during the contract period.
- 26. The Contractor shall develop a media plan with guidance and prior approval from the CDPHE Tobacco Communications Specialist prior to:
 - a. Placement of any media buys
 - b. Implementation of any communication plan through media mechanisms.
- 27. CDPHE will approve media plans within 15 business days of submission.
- 28. The Contractor shall use existing, customizable media materials. Media materials are incorporated and made part of this contract by reference and are located on the following website: https://cdphe.pica9.com/cd/index/home
- 29. The Contractor shall prepare to inform the STEPP Project Officer within 15 business days of hire of any new tobacco program staff.
- 30. CDPHE's STEPP Project Officer will set up one (1) telephone/webinar appointment with the Contractor's new tobacco program staff to discuss STEPP roles/responsibilities within 15 business days of notification by the Contractor.

EXHIBIT B

- 31. The Contractor shall communicate to all new tobacco program staff the requirement to participate in the STEPP New Employee Orientation training within three (3) to six (6) months of hire. This training is incorporated and made part of this contract by reference and is available at the following website: http://www.tobaccofreeco.org
- 32. The Contractor shall communicate to all new tobacco program staff the requirement to complete *Public Health 101* training within three (3) months of hire. This training is incorporated and made part of this contract by reference and is available at the following website: http://www.tobaccofreeco.org.
- 33. The Contractor shall communicate to all new tobacco program staff the requirement to complete tobacco-specific training modules as identified by the STEPP Program Officer.
- 34. The Contractor shall communicate to all new tobacco program staff the requirement to engaged in Strategy 1.1 of the CDPHE-provided local public health agency framework in addition to complete the *Responsible Tobacco Sales* module within six (6) months of hire. This module is incorporated and made part of this contract by reference and is available at the following website: https://www.tobaccofreeco.org
- 35. The Contractor shall plan to participate in a minimum of two (2) STEPP-approved trainings/capacity building opportunities, annually.
- 36. The Contractor shall obtain from each subcontractor a Memorandum of Understanding/other binding contractual agreement.
- 37. The Contractor shall, upon request, provide CDPHE with copies of subcontractors' Memoranda of Understanding/other binding contractual agreement within 15 business days of request.
- 38. If purchasing gift cards, the Contractor shall, upon request, provide to CDPHE written procedures related to gift card purchasing/handling. At a minimum, procedures shall include the following:
 - a. How the gift card inventory is tracked/maintained?
 - b. Gift card storage/safeguards against theft
 - c. The primary person responsible for securing/distribution of gift cards
 - d. A gift card distribution log that records:
 - i. Each gift card number
 - ii. Gift card dollar amount
 - iii. Printed name of each gift card recipient
 - iv. Signature of each gift card recipient
- 39. The Contractor shall prepare to return to STEPP all equipment less than three (3) years old purchased with STEPP grant funds by no later than the end of the contract period.
- 40. The Contractor shall, unless otherwise indicated, submit deliverables via email to the STEPP Project Officer at cdphe stepp pg@state.co.us

Expected Results of Activity(s)

- 1. Decrease in tobacco use among priority populations through increased access to culturally-appropriate tobacco treatment services.
- 2. Decrease in tobacco prevalence/initiation of tobacco use by youth/young adults through increased promotion of tobacco-free social norms such as school-based tobacco-free policies.
- 3. Decrease in exposure to secondhand smoke/vapor through increase in community/place-based smoke-free/vapor-free policies.
- 4. Decrease in number of tobacco-related diseases through increased implementation of evidence-based tobacco program interventions.

EXHIBIT B

	5. Documented progress toward primary activities based upon the implementation plan.								
	 Documented engagement of clinical/community partners in evidence-based tobacco control efforts. 								
	 New community policy(ies) leading to the progress of overall progressives above. 								
	8. Decrease in tobacco-use prevalence, especially among priority populations.	Decrease in tobacco-use prevalence, especially among priority populations.							
	9. Increase in use of tobacco treatment, particularly among priority po	ncrease in use of tobacco treatment, particularly among priority populations.							
	10. Increase in the number of place-based/school-based tobacco-free po	ase in the number of place-based/school-based tobacco-free policies.							
	CDPHE received the creation of the Tobacco-Focused Community Profile.								
Measurement of	CDPHE received the signed implementation plan that identifies strategies in which the Contractor will engage.								
Expected Results	3. CDPHE received Quarterly Progress Reports.								
	4. CDPHE received Annual Reports.								
	5. CDPHE receives data and measurement reported to the STEPP Eva	luation Contractor.							
	Completion I								
	The Contractor shall submit a Tobacco-Focused Community Profile.	No later than 10/31/2024							
	2. The Contractor shall submit a draft implementation plan.	No later than 11/15/2024							
	3. The Contractor shall submit a final signed implementation plan.	No later than 12/15/2024							
	The Contractor shall submit an updated, signed annual implementation plan.	No later than 7/30, annually							
Deliverables	5. The Contractor shall submit quarterly progress report using the CDPHE-provided reporting tool.	No later than 10/15, 1/15, and 4/15 annually							
	6. The Contractor shall submit an annual report using the CDPHE-provided reporting tool.	No later than 6/30, annually							
	7. The Contractor shall submit a final project report using the CDPHE-approved reporting tool.	No later than the end of the contract period							
	8. The Contractor shall submit language related to: a. local tobacco ordinances b. local tobacco-related organizational policy	No later than five (5) business days after publication							

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the STEPP Project Officer. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at

Task Order Number: 2024*3830

set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the STEPP Project Officer and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



Version 6.2023

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2024*3830

Contractor Name	Gilpin County Public Health Agency	Public Health Agency Program Contact Name, Title, Phone and Email Alisa Witt Public Health Direct 720-715-7200 awitt@gilpincounty					
Budget Period	07/01/2024 - 06/30/2025	Fiscal Contact Name, Title, Phone and Email	Joe Allaire Finance Director 303-515-4338 jallaire@gilpincounty.org				
Project Name	STEPP - Tobacco Control	Contract (CT or PO) Number	CT FHLA 2024*3830				

Expenditure Categories Personal Services Salaried Employees Percent of **Total Amount** Gross or Requested from **Position Title Fringe Description of Work** Time on **Annual Salary CDPHE Project** Perform overall coordination and oversight of the tobacco program work. Work with PH Director to plan and write strategies and activities for the implementation plan. Conduct community engagement outreach activities to identify to youth and adults diverse stakeholders to collaborate and participate in tobacco prevention activities like TFCP. Implement all deliverables of the implementation plan following the tobacco strategic plan and statement of work. Promote Community Health 40.00% \$ \$ 55,100.00 \$ 16,530.00 28,652.00 prevention resources to engage and enhance Specialist awareness of tobacco/vape use dangers. Lead tobacco prevention educational meetings and collaborate with the schools on activities to educate on the importance of using the HKCS, to understand youth tobacco/vape use, and to promote prevention and cessation resources. Complete invoices for monthly reimbursements, and coordinate changes to the budget plan as needed offers strategic planning of implementation plan. Provide administrative oversight duties for the tobacco program, including project and budget oversight/management. Lead strategic planning for \$ 108,000.00 \$ 43,200.00 5.00% \$ Public Health Director 7,560.00 the tobacco strategies/activities to inform and promote the implementation plan strategies in Gilpin.

Personal Services Hourly Employees							
Position Title	Description of Work	lourly Wage		ourly ringe	Total # of Hours on Project		Total Amount Requested from CDPHE
	Line not open				,	\$	-
	Total Personal	Services (ir	nclud	ling fring	ge benefits)	\$	36,212.00
	Supplies & Operating	Expenses					
Item	Description of Item		I	Rate	Quantity		Total Amount Requested from CDPHE
Paid Media	Display ads in local Newspapers, Mountain Ear and We Register Call. Rate for Mountain Ear is \$80/advertisem weeks with an anticipated twice monthly run (\$80 x 24 \$1,920). Rate for Weekly Register Call is \$100 for two an anticipated twice monthly run (\$100 X 24 = \$2,400) both papers would be \$2,400+\$1.920=\$4,320). The communication channels in Gilpin County are through social media and posters in key locations. This media be used to promote to various target audiences to proengagement and special educational events or promote priority populations.	ent for two 4 ads= weeks with Total for newspapers, budget will mote parent	\$	180.00	24.00	\$	4,320.00
Printing	Printing costs for different messaging to display at schearound county that are not available through COHealt The printing of materials at local printer is \$20.		\$	20.00	25.00	\$	500.00
Promotional Items	Various promotional items such as vape-free pencils a items to promote tobacco free schools work. Amount historical data.		\$	240.00	1.00	\$	240.00
Community Engagement Meeting Expenses	Cost of refreshments and snacks for local community of meetings, community at-large presentations to engage keep students, parents, community stakeholders and einvolved in tobacco prevention efforts and activities. The meetings/events is to share local data, and provide information/education about the dangers and underly risks associated with secondhand smoke exposure, to use, and available cessation resources/options. Provid to promote tobacco strategies to parents to address of dangers of youth tobacco addiction and access. These will include strategizing with the community on how be advocate for local tobacco prevention/intervention por (approximately \$66/meeting, up to 3 meetings per year).	e with and educators the goal of e tobacco ing health pacco/vape e education oncerns and meetings est to olicies.	\$	66.00	3.00	\$	198.00
Community Engagement Incentives	Engaging middle school and high school youth through established youth group located at the community cerwill lead efforts to update school policy regarding tobal promoting cessation resources peer- to - peer. \$25 giff up to 12 youth participants.	nter. Youth acco use and	\$	25.00	12.00	\$	300.00
Total Supplies & Operating					\$	5,558.00	

Travel						
Item	Description of Item	Rate	Quantity		Total Amount Requested from CDPHE	
Mileage	Travel by car to school and various locations around county for meeting and poster displays. Budget includes 8 round trips to school, 96 miles, 4 round trips to Community Center for Youth program, 28 miles and 23 miles for poster distribution to 8 locations within the county @ \$0.655/mile.	\$ 0.66	147.00	\$	96.29	
	Total Travel	\$	96.29			
Contractual						
Subcontractor Name	Description of Item	Rate	Quantity		Total Amount Requested from CDPHE	
	Line not open			\$	-	
Total Contractual					-	
SUB-TOTAL OF DIRECT COSTS					41,866.29	
Indirect						
Item	•					
CY 2024 approved rate is 22.46% of Total Direct Salaries and Fringe.					8,133.71	
Total Indirect					8,133.71	
TOTAL					50,000.00	

Consent Agenda Item

Tuesday, June 25th, 2024 Regular Meeting of the BoCC



Ratification of Grant Application – Court Security Grant for State Fiscal Year 2025

Authorizing Policy

- Per the Gilpin County Grant Management Policy and Handbook, P-7, amended April 30, 2024, eligible grant applications may follow the Executive approval process, which does not require a Resolution or BoCC approval prior to submittal, but instead allows for submittal of the application with prior County Manager approval.
- Future acceptance of this grant, if awarded, is then dependent upon BoCC ratification via the consent agenda at a duly noticed public meeting following the submittal.
- In cases where there is no application process, the agreement is an extension or amendment of
 an existing grant, or where the application deadline was prior to the implementation of the Grant
 Management policy, BoCC ratification shall take place via the consent agenda at a duly noticed
 public meeting following the acceptance of the grant agreement or contract.
- In all cases, the agreement or contract must follow the Gilpin County Contract Management Policy, P-17.
- Eligible grants are characterized by the following:
 - o An anticipated award between \$10,000 and \$100,000; and
 - BoCC action, including signature of the highest elected official, is not required by the grant agency prior to submittal; and
 - o The grant, if awarded, would not result in any staffing changes; and
 - The grant, if awarded, would not create any multi-year financial obligations or commitments; and
 - The grant requires no match OR requires a match that has already been approved in the County's annual budget; and
 - o The grant does not require an in-kind match of 10% or more of any employee's workload.

Grant Details

- Requestor and/or Project Manager
 - o Greg Demo, Division Chief Detentions
- Agency
 - o Colorado Judicial Branch, Office of the State Court Administrator
- Program
 - Court Security Cash Fund Grant Program for State Fiscal Year 2025
- Purpose
 - The General Assembly passed Senate Bill 07-118 (codified in Section 13-1-201, et seq., C.R.S.) to create the Court Security Cash Fund Commission (Commission), Court Security Cash Fund (Fund), and an associated grant program. Monies flow into the Fund from legislative appropriations and a surcharge on docket and jury fees for specified civil, criminal, probate, and other court filings and penalties. Grants provide supplemental

funding for ongoing security staffing in counties with the most limited financial resources as well as monies for equipment, training, and emergency security needs.

Description

o Grant funds will be used to offset the salary and benefits of existing court security personnel, as well as minor technology enhancements for the safety and security of court employees. The salary of one part-time Deputy will be entirely covered, and the remainder will partially cover personnel costs for a full-time Deputy. This will not result in changes to staffing levels, nor will the technology purchased require any ongoing maintenance costs or fees.

Budget

- \$180,000 was requested, and notice has been received that we will be awarded \$92,656.
 Of the total award, \$5,000 will go toward technology enhancements, while \$87,656 will support personnel costs.
- o No County match is required.

Additional Considerations

- o This is an annual grant that the Sheriff's Office has participated in for several years.
- o This grant application was submitted with approval by the County Manager, in accordance with the Executive Approval Process for grant applications.
- This grant requires minor reporting each quarter and final reporting at the end of the award term. Having multiple years of experience managing this grant, the Project Manager's workload will not be significantly impacted by these reporting requirements.
- Funds are dispersed to the County as equal quarterly payments throughout the award term.
- Recent changes to the State's award formulas have resulted in reduced award amounts.
 For example, in State Fiscal Year 2024, the County's request for regular grant funding was denied, but the Sheriff's Office was able to secure \$17,500 in emergency funding to support existing staffing costs through the end of 2023.
- For State Fiscal Year 2025, the General Assembly provided a one-time appropriation of an additional \$1 million in General Funds to the Court Security Cash Fund. This additional funding made it possible for the Commission to grant partial awards to counties like Gilpin, who are no longer considered priority areas for funding.
- Future appropriations of this sort are not anticipated. It is probably that State Fiscal Year
 2025 will be the County's last opportunity to receive substantial support through this program.

6/20/24, 9:32 AM about:blank

AGENDA ITEM

Staff Report

To: Board of County Commissioners

From: Greg Demo, Division Chief, Sheriff's Office

Date: June 25, 2024

Item: Court Security Grant Award announcement

Requested Action Information

Public Hearing: No

I. REQUEST OR ISSUE:

On June 10,2024 the Gilpin County Sheriff's Office was notified that the Colorado Judicial Department for Court Security Cash Funds Grants awarded money to the Court Security operation for the 2024/2025 State budget year.

Colorado Statute mandates that each County provide Court Security for the Court operations in their jurisdiction. The cash security grant is provided for the purposes of helping smaller rural counties provide adequate security operations for the County Court offices. The Sheriff's Office submitted the grant application in March of 2024 for the requested amount of \$180,000.00 to be applied towards the Court Security operations at the Justice Center. The award which was granted by the Judicial Department from the application was for the amount of \$92,000.00. This was significant because Gilpin County was denied funding and award during the 2023/2024 grant cycle.

The majority of this award is applied towards the salary and wages for the deputy posted at the security checkpoint of the justice center. \$5,000 of the award will be applied to technology enhancements for the safety and security of Court employees.

The next step is for an official acceptance by DocuSign so the Sheriff's Office may start receiving quarterly payments from the State for deposit in to the County general fund.

II. RECOMMENDED ACTION / NEXT STEP:

Signing and acceptance of award.

III. FISCAL IMPACTS:

Yes. The award received will be paid over a period of twelve months spaced out equally in quarterly payments as revenue to the Gilpin County General fund. The \$5,000.00 specifically granted for equipment will be a one-time purchase from the jail operations line item, which will be reimbursed in the first quarterly payment from the state.

IV. LEGAL ISSUES:

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. <u>ALTERNATIVES:</u>

N/A

From: CourtSecurityGrants < CourtSecurityGrants@judicial.state.co.us>

Sent: Thursday, May 30, 2024 1:55 PM

To: Greg Demo <gdemo@gilpincounty.org>; Ray Rears <<u>rrears@gilpincounty.org</u>>; pisney, michael <<u>michael.pisney@judicial.state.co.us</u>>; Kevin Armstrong <<u>karmstrong@gilpincounty.org</u>>; pilkington, jeffrey <<u>jeffrey.pilkington@judicial.state.co.us</u>>; Susan Berumen <<u>sberumen@gilpincounty.org</u>>;

meredith, terri < terri.meredith@judicial.state.co.us>

Subject: Gilpin County - 24/25 Court Security Cash Fund Grant Award Notification

CAUTION: This email originated from outside of the Gilpin County organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Gilpin County,

Thank you for applying for a 2024/25 Court Security Grant! This year, we received just over \$3 million in requests and had about \$3 million to award. For Fiscal Year 2024/25, the General Assembly provided a one-time appropriation of an additional \$1 million in General Funds to the Court Security Cash Fund. As in past years, the Commission and State Court Administrator prioritized grant awards to counties with the highest priority according to statute. Because of the one-time additional funding, the Commission was able to recommend grant awards to counties with lower priority as well; however, that level of funding may not be available in future years.

Congratulations, **Gilpin County** was awarded **\$92,656!** Please see the award details below:

Grant period: July 1, 2024 - June 30, 2025

Personnel: \$ 87,656 Please amend the budget in AmpliFund to match this

award amount.

Equipment: \$ 5,000

Supplies: \$ 0

Training: \$ 0

Other: \$ 0

Next Steps:

- 1. If there are any items noted above as needing amendment in AmpliFund, the person you designated as the primary contact on your grant application will receive a request to revise your grant budget in AmpliFund to match the awarded amount listed in this email. To access the ability to edit your submission, please use the link in the email AmpliFund sends you. See the attached instructions for reference, if needed.
- 2. Once the amended budget has been submitted, or if there are no amendments needed, the person you designated as the contract signatory will complete the contracting process via our online contract management system, Forum, and

DocuSign. If your contract signatory is new to Forum, they will receive an email asking them to register in the system (existing users will not receive this email). Once the contract signatory is registered in Forum and the contract is ready for their signature, they will receive an email inviting them to sign the contract via DocuSign.

Please let me know if you have any questions.

The emergency grant application will be available on July 1, 2024. Please look for the link to the application here at that time.

Best Regards, Jody Whitright Grants Specialist Office of the State Court Administrator 720-625-5841

[pronouns: she, her] Hours: M-F 8a-5p

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION FISCAL YEAR 2024/25 PAGE 10 **GRANT RULES**

Attachment A: County Priority List

Fiscal Year 2025 Priority Level* for Court Security Cash Fund grants by county, based on 2022 data.

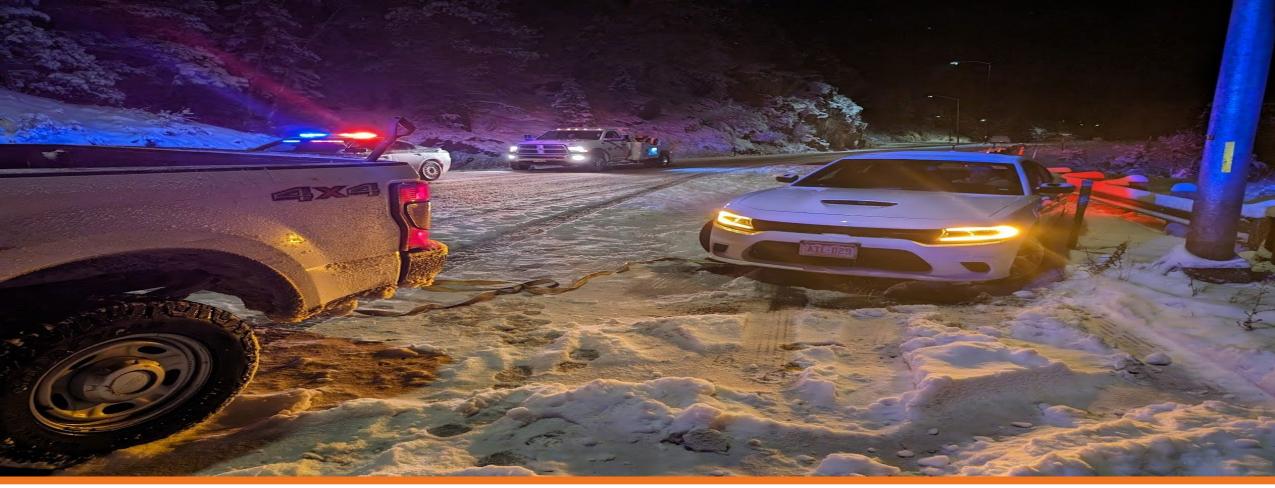
Range: 0 (lowest) to 4 (highest)

County	Priority Level	Highest Priority	County	Priority Level	Highest Priority
Adams	1		Kit Carson	3	Yes
Alamosa	3	Yes	La Plata	1	
Arapahoe	0		Lake	2	
Archuleta	2		Larimer	1	
Baca	4	Yes	Las Animas	4	Yes
Bent	4	Yes	Lincoln	4	Yes
Boulder	1		Logan	2	
Broomfield	0		Mesa	2	
Chaffee	2		Mineral	3	Yes
Cheyenne	4	Yes	Moffat	3	Yes
Clear Creek	1		Montezuma	2	
Conejos	4	Yes	Montrose	2	
Costilla	4	Yes	Morgan	2	
Crowley	4	Yes	Otero	3	Yes
Custer	3	Yes	Ouray	2	
Delta	3	Yes	Park	0	
Denver	1		Phillips	4	Yes
Dolores	4	Yes	Pitkin	0	
Douglas	0		Prowers	4	Yes
Eagle	0		Pueblo	2	
El Paso	0		Rio Blanco	4	Yes
Elbert	0		Rio Grande	4	Yes
Fremont	3	Yes	Routt	0	
Garfield	0		Saguache	4	Yes
Gilpin	2		San Juan	4	Yes
Grand	0		San Miguel	1	
Gunnison	0		Sedgwick	4	Yes
Hinsdale	2		Summit	0	
Huerfano	4	Yes	Teller	0	
Jackson	4	Yes	Washington	4	Yes
Jefferson	0		Weld	0	
Kiowa	4	Yes	Yuma	4	Yes

^{*}Per Section 13-1-205(3) & (4), C.R.S.

Criteria – One priority point per criteria met by county.
Counties that meet at least two of four criteria listed below are given the highest priority for need based grants for court security personnel services:

- (a) Counties in which the total population is below the state median;
- (b) Counties in which the per capita income is below the state median; (c) Counties in which the property tax revenues are below the state median; or
- (d) Counties in which the county population below the federal poverty line is above state median.



CDOT removing a rear wheel drive (RWD) vehicle from Hwy119

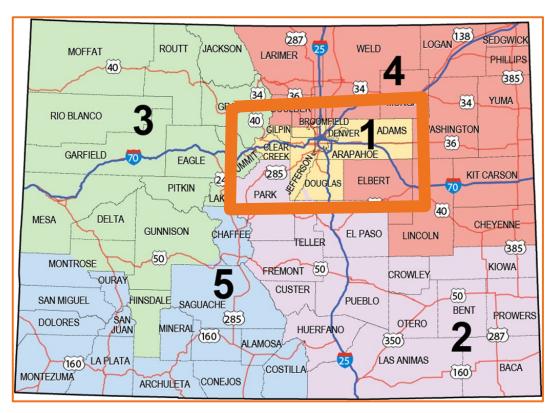


Department of Transportation

CDOT & Gilpin County March 13 - 16 Snow Event AAR June 25, 2024



Region 1 - A Few Facts



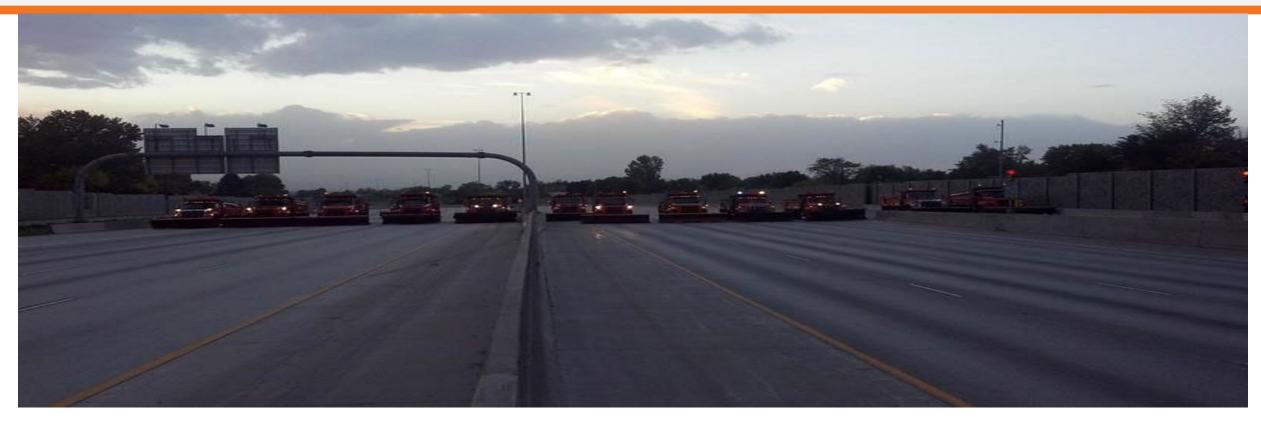
Region 1 has:

- 3 Million population & growing
- 8 counties
- 56 local agencies
- 750+ employees
 - 5 Engineering Programs
 - 3 Maintenance Sections

Colorado State Map showing Regional Boundaries

Vehicles drive an average 39 million miles a day on the Region 1 roads. That's 166 trips to the moon everyday!





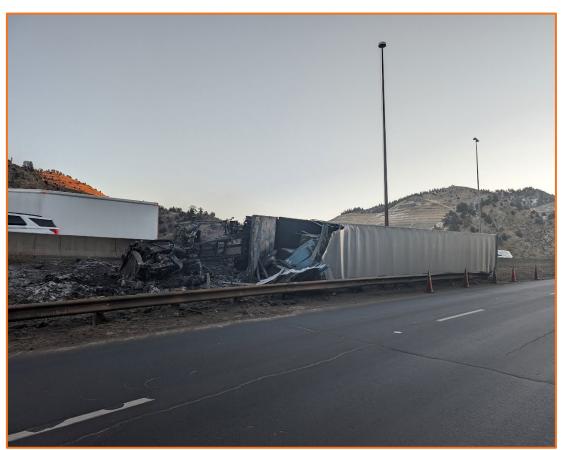
Region 1 maintains 4,100 lane miles

CDOT Plow Trucks lined across the Highway



Region 1 -Maintenance and Operations FY 23 Major Activities

- Tunnel Operations 24/7 operations with Firefighting capabilities
- Snow fighting operations Plowed, sanded and/or decided 1.35 million miles
- Nighttime brooming operations Broomed 6,500 miles of shoulders, ramps and flyovers.
- Pothole repair Patched 20,399 square yards of concrete and asphalt
- Debris removal Removed 18,358 cubic yards of debris from our systems.
- Incident Response 86% of incident responses across the state are in Region 1.



Truck and trailer damaged by a truck fire



Region 1 - Maintenance resources

- \$56.5 million budget
- 430 crew members
- 53 patrols
- 198 plows
- 10 motor graders
- 6 6,000 gallon tankers
- 37 loaders
- 44 sand sheds
- 132 MgCL2/salt brine
- 56,600 tons of solid deicer
- 2.3 million tons of liquid deicer

Nearly 1 million miles of snow plowed a year



Echelon plowing operations



Region 1 - Maintenance at a glance

912 bridges and 10,000 culverts

Over 2.5 million feet of guardrail

Nearly 2,500 tons of road trash removed in the last year







More than 100 miles of sound walls

Numerous incidents cleared (photo of spill)

Daily pavement repair









Section 9 Patrol 1937 Winter Operations Plan

Routing Description

Patrol 37 maintains:

119A from Mile Marker 0 to 22.730, which totals roughly 58.58 lane miles (120 min cycle time) and 046A from Mile Marker 0 to 6.50, which totals roughly 13 lane miles (60 min cycle time).



Map of Patrol 37's assigned route

Patrol 1937's assigned equipment:

70001219 708R1S09 1999 4X4 Snow Plow 5 to 7 Ton 70004823 658R1S09 2007 3-1/2 Ton Dump 70004168 258R1S09 2012 Loader - Over 3 Yard 70004930 756R1S09 2017 Tandem Snow Plow 70005272 756R1S09 2018 Tandem Snow Plow 70006307 756R1S09 2022 Tandem Snow Plow

Plowing Operation (Two Truck operation) R1S9P37 Route Times:

03:00-15:30 hours a.m. Snow Shift

03:00-06:00 hours Route time approx. 3 hours *(one round of entire patrol) 06:00-09:00 hours Route time approximately 3 hours *(Second Pass)

09:00-15:30 hours - (Will encompass the Second Pass route for the rest of the day)

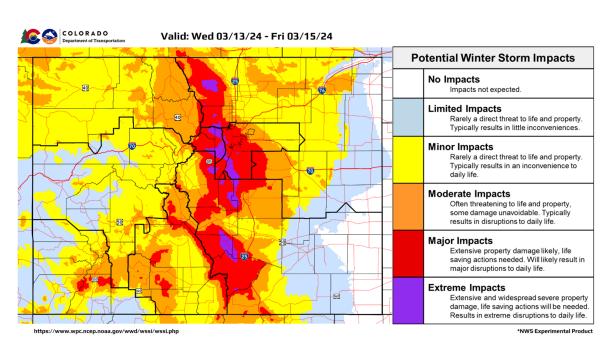
15:00-03:00 hours p.m. Snow Shift

15:00-18:00 hours Route time approx. 3 hours *(one round of entire patrol) 1800-2100 hours Route time approx. 3 hours *(Second Pass)

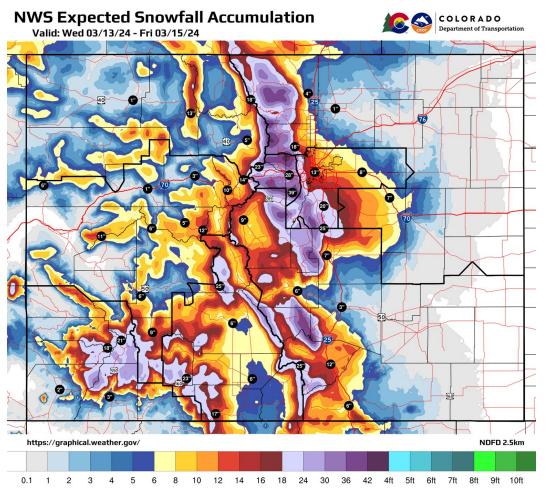
21:00-03:00 hours - (Will encompass the Second Pass route for the rest of the night)



March 13 - 16, 2024 Event Weather Information



Potential Winter Storm Impacts





March 13 - 16, 2024 Event Timeline

3/13/2024 Timeline:

17:15 - I-70 Westbound (WB) closed at Mile Marker (MM) 215.5 for Jackknifed Commercial Motor Vehicle (CMV)

18:30 - I-70 WB is closed at Georgetown MM 228 due to conditions. Multiple CMV and passenger vehicle slide-offs.

20:01 - I-70 Eastbound (EB) at MM 205 safety closure for CMV blocking all lanes at MM210.7

20:50 - Recovery of crashed semis will be delayed until later. Full Closure still in effect I-70 WB MM 259-205

22:16 - US-40 closed both directions from I-70 MM 259 to US-6 Clear Creek Canyon. Adverse conditions.

22:17 - I-70 EB and WB closed between Silverthorne MM 205 and Denver MM 259. Adverse conditions.



Commercial Motor Vehicle (CMV) impacts plow operations on I-70



March 13 - 16, 2024 Event Equipment and Material

Snow fighting equipment mileage on Hwy 119 March 13 - 16, 2024

Unit #	_Type of Equipment_	Miles Driven
70006307	Snowplow	763
70005272	Snowplow	83
70004443	Snowplow	166

HWY 119 Total 1012 miles

Gallons and Tons of de-icing product utilized on Hwy 119

- 4,500 Gallons of Liquid De-Icer
- 44 Tons of Solid De-Icer

Pushback Operations March 14 -19, 2024

Unit #	_Type of Equipment_		Equipment Hours		
70004168	Loader - Over 3 Yards	(67		
70004823	Loader 2-3 Yards		8		
70003546	Motor Grader		17		
70006307	Snowplow		16		

HWY 119 Total 108 Equipment Hours



Questions



Tandem and Loader snow removal I-70 at Floyd Hill

6/18/24, 8:30 AM about:blank

AGENDA ITEM

Staff Report

To: Board of County Commissioners

From: Robert Gutierrez, Director of Community Development, Community Development

Date: June 25, 2024

Item: Resolution BOA-24-3

Requested Action Resolution

Public Hearing: Yes

I. REQUEST OR ISSUE:

The applicant, Clifford Cutter, is seeking to vary from Section 2.3 Zoning District Specifications of the Gilpin County Zoning Regulations, to allow for the construction of a detached garage upon an existing foundation, with a setback of approximately twenty (20) feet from the required setback of thirty (30) feet from south lot line of Lot 25.

II. RECOMMENDED ACTION / NEXT STEP:

Staff are recommending approval of the variance.

III. FISCAL IMPACTS:

None.

IV. <u>LEGAL ISSUES:</u>

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. <u>ALTERNATIVES:</u>

Deny, or Table decision on the variance request.

about:blank 1/1

BEFORE THE BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, STATE OF COLORADO

APPROVING A VARIANCE FOR 753 N. DORY LAKES DRIVE (AAN: R005835) FROM SECTION 2.3 OF THE GILPIN COUNTY ZONING REGULATIONS TO ALLOW FOR SETBACKS OF: TWENTY (20) FEET FROM THE REQUIRED SETBACK OF THIRTY (30) FEET FROM THE WEST PROPERTY LINE OF LOT 77 WHEN A SETBACK OF THIRTY (30) FEET IS REQUIRED IN THE RS, RESIDENTIAL SUBDIVISION ZONING DISTRICT

WHEREAS, Clifford Cutter, (applicant) is the owner of real property in Dory Lakes Subdivision, has submitted a petition to the Gilpin County Board of Adjustment (Board) seeking a variance to allow for the construction of a detached garage upon an existing non-conforming foundation at 753 N. Dory Lakes Drive Black Hawk, CO 80422 (AAN: R005835); and

WHEREAS, Colorado Revised Statutes §30-28-118 allows for any person aggrieved by their inability to obtain a building permit or by the decision of any administrative officer or agency made in the course of the administration or enforcement of the provisions of the Gilpin County Zoning Regulations to appeal said decision to the Board; and

WHEREAS, the Applicant is seeking a variance from Section 2.3 of the Gilpin County Zoning Regulations to allow for setbacks of: twenty (20) feet from the required setback of thirty (30) feet from the east property line of lot 77 when a setback of thirty (30) feet is required in the RS, Residential Subdivision zoning district; and

WHEREAS, Exhibit "A" attached hereto provides a legal description and site plan of the subject property; and

WHEREAS, the Board held a public hearing for said petition on June 25th, 2024, for which proper notice was given and from which all findings are a matter of public record; and

WHEREAS, Colorado Revised Statues §30-28-118(3) states that the concurring vote of all three (3) members of the Board shall be required in order for the Board to reverse any order, requirement, decision, or determination of any such administrative official or agency or to decide in favor of the applicant.

NOW THEREFORE , be it resolved by the Gilpin County Board of Adjustment that the above petition
for a variance is hereby approved based upon the staff's finding of facts as detailed in the staff repor
presented with this petition.

ADOPTED this	_ day of	, 2024, by a vote of t	ю	
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	GILPIN COUNTY
ATTEST:	BOARD OF ADJUSTMENT
Deputy Clerk	Susan Berumen, Chair
	ACKNOWLEDGMENT
STATE OF COLORADO)
) ss
COUNTY OF GILPIN	
The foregoing Resolution	on was acknowledged before me this day of
2024, by Susan Berume	en, Chair, and Melanie Bleyler, Deputy County Clerk, County of Gilpin.
My commission expires	s:
Witness my hand and o	official seal.
	Noton Dublic
	Notary Public

Exhibit A

Legal Description

AS RECORDED BY DEED AT RECEPTION NO. 152293, LOT 77, DORY LAKES SUBDIVISION FILING NO. 2, COUNTY OF GILPIN, STATE OF COLORADO. ALSO KNOWN BY STREET AND NUMBER AS: 753 NORTH DORY LAKES DRIVE, BLACK HAWK, CO 80422.

Staff Report

Department of Community Development

203 Eureka St. Central City, CO 80427



Board/Commission	Gilpin County Board of Adjustment	
Meeting Date & Time	June 25 th , 2024, 9:30 A.M. or later	
Meeting Location	203 Eureka St. Central City, CO 80427	
File Number	BOA-24-3	
Petition Type	Setback Variance	
Applicant	Clifford Cutter	
Subject Property	753 N Dory Lakes Drive Black Hawk, CO 80422 (R005835)	
Subject Property Zoning	RS, Residential Subdivision	
Subject Property Size	1 Acre	
Existing Use	Residential Single Family	

Summary of Request

The applicant, Clifford Cutter, is seeking to vary from Section 2.3 Zoning District Specifications of the Gilpin County Zoning Regulations, to allow for the construction of a detached garage upon an existing foundation, with a setback of approximately twenty (20) feet from the required setback of thirty (30) feet from south lot line of Lot 25.



Staff Analysis

The petitioner is seeking to construct a detached garage on a pre-existing foundation. The preexisting foundation was thought to meet the setback of thirty (30) feet from the property line when it was originally placed. When the petitioner submitted to Community Development an application for a building permit, staff required the submission of a setback verification form to be completed by a surveyor. When the setback verification came back on the pre-existing foundation, it was approximately 20' feet from the property line. The surveyor stated that the original surveyed and staked east property line was not in the correct position which resulted in a ten-foot shift of the apparent property line to the west.

Zoning Regulations Section 1.10

- A. Variances and Appeals
 - 1. Purpose and applicability:
 - a. The purpose of this section is to detail the processing steps and requirements for a variance. The variance is a means whereby the literal terms of these standards and regulations need not be applied of there are practical difficulties or unnecessary hardships associated with their application. In granting a variance, the spirit of these standards and regulations shall be observed, public safety and welfare secured, and substantial justice done. This section also provides a process to appeal a decision of the Administrator.
 - b. All variance requests must be processed in accordance with this section. The Board of Adjustment may approve a variance from these standards and regulations with the exception of variances of up to 50% of the setback requirement which may be granted by the Administrator per Section 1.10B below.
 - c. A variance may only be approved from the dimensional requirements, performance standards and other special physical requirements contained in these standards and other special physical requirements contained in these standards and regulations. The Board of Adjustment shall not have the authority to grant a variance to use of a property [sic].
 - d. A variance may be requested by, without limitation, any owner of, or person having an interest in the affected property. The applicant has the burden of proof to demonstrate the variance meets the criteria for approval.
 - e. Time limit on appeals to Administrative Decision: An appeal to an Administrative Decision shall be filed with the Board (via the County Clerk) and the official from which the appeal is sought not later than 14 days after the decision is rendered. Failure to submit an appeal within the 14 days shall bar the ability to appeal the decision.
 - 2. Conceptual Review: Optional per Section 1.7A.

- 3. Application Submittal: Per Section 1.7B. All items or documents required for obtaining a variance as described in the development application submittal requirements shall be submitted to the Administrator at least thirty (30) days prior to the first unfilled Board of Adjustment public hearing agenda.
- 4. Determination of Sufficiency: Per Section 1.7C.
- 5. Application Review and Staff Report: Per Section 1.8D.
- 6. Public Notice: Shall be required per Section 1.7E.
- 7. Public Hearing: Shall be required per Section 1.7F for the BOA and the hearings shall be conducted per C.R.S. § 30-28-117. Appeals of Administrative Decisions shall be heard according to C.R.S. § 30-28-118.
- 8. Approval Criteria:
 - a. In ruling upon any request for a variance, the Board of Adjustment shall include a finding in its minutes as part of the record. Said finding shall set forth the facts and circumstances in each case, upon which the Board has relied in making its ruling.
 - b. Unless otherwise stated in the Board of Adjustment minutes, all variance permits shall be valid for a period of time not to exceed one (1) year from the time such variance is granted, after which time, if the variance permit has not been utilized, it becomes null and void.

Staff Recommendation

Staff have prepared a finding of fact based on the provisions of state law that allow for approval of a variance. Staff are recommending **approval** on variance petition BOA-24-2 based on the staff's findings of fact under C.R.S. 30-28-118.

Findings of Fact for Appeal Under C.R.S. 30-28-118

Are any of the following conditions present:

Exceptional Narrowness: **No.** Exceptional Shallowness: **No.**

Exceptional Slope: Yes.

Exceptional Topography: Yes.

Would approval of this variance create any of the following situations:

1). Substantial detriment to the public good, health, safety or general welfare of the community?

Approval of the variance **would not** be a detriment to the public good, health, safety, and/or welfare of the community. Approval of the variance for a reduced setback would allow for the construction of a detached garage on a preexisting foundation that was originally thought to meet the 30' foot setback requirement.

2). Substantially impair the intent and purpose of the Gilpin County Zoning Code? Approval of the variance **would not** substantially impair the intent and purpose of the Gilpin County Zoning Code. The reduced setback as allowed by the variance against will allow for relief of the zoning regulations to utilize a pre-existing foundation.



3). Authorize any use other than that which is specifically permitted within the applicable zoning district?

Approval of the variance and **would not** change the current uses permitted by right in the RS, Residential Subdivision, zoning district nor change the use of the proposed structures on the land.

Exhibits Attached

Attachment 1: Land Survey Plat

Attachment 2: Building Footprint/Elevation

Attachment 3: Site Photos

Rób Gutierrez

Director of Community Development

LAND SURVEY PLAT

LEGAL DESCRIPTION (RECORD)

D.M

720-767-7321

AS RECORDED BY DEED AT RECEPTION NO. 152293

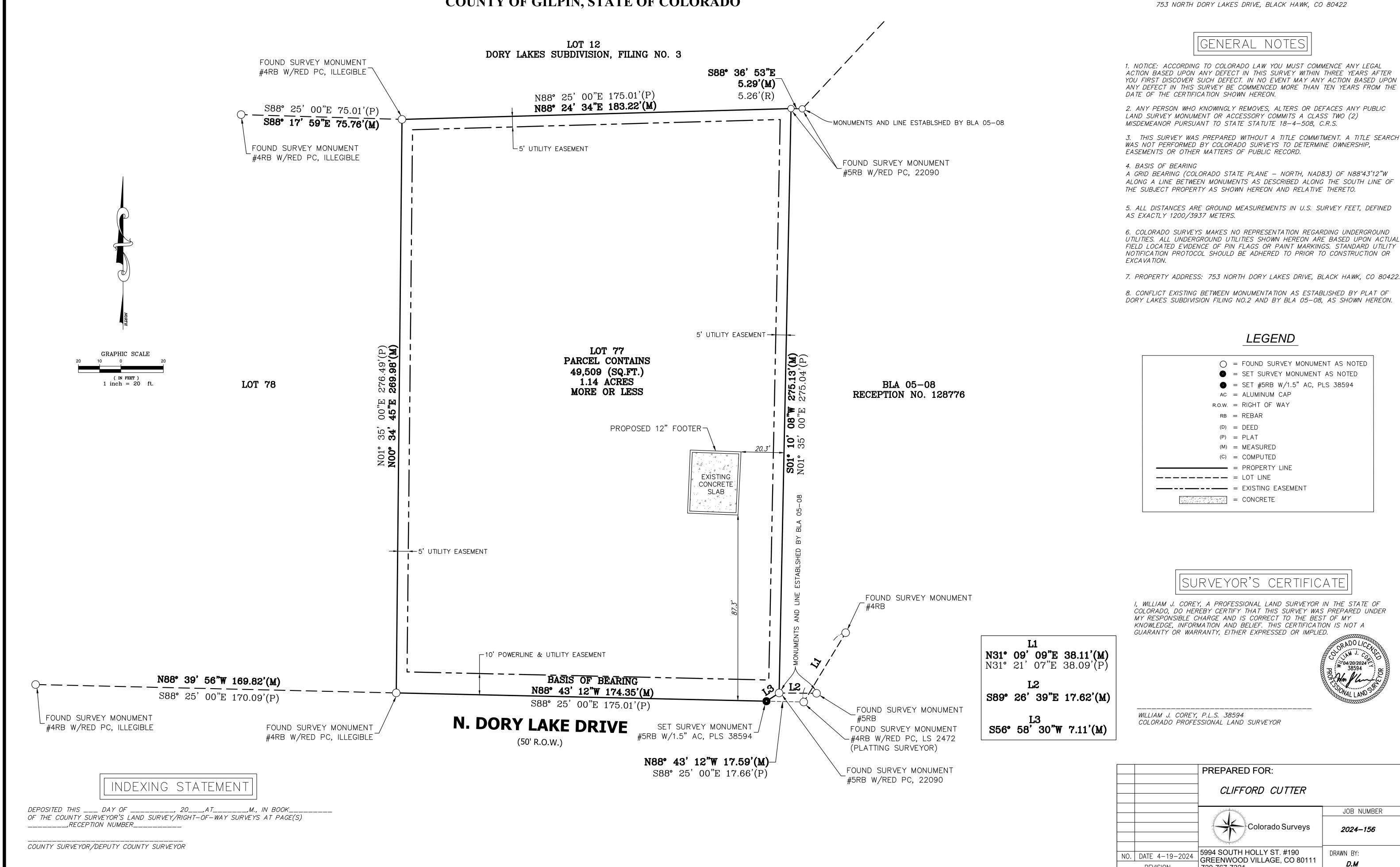
LOT 77, DORY LAKES SUBDIVISION FILING NO.2,

COUNTY OF GILPIN, STATE OF COLORADO

ALSO KNOWN BY STREET AND NUMBER AS:

LEGAL (RECORD)

OF LOT 77, DORY LAKES SUBDIVISION FILING NO.2 IN THE NORTHEAST QUARTER OF SECTION 29, T. 2 S., R. 72 W OF THE 6TH P.M. COUNTY OF GILPIN, STATE OF COLORADO



DEFLECTION LIMITS

 PURLINS:
 L/150 (STD)

 GIRTS:
 L/90 (STD)

EW WIND COLUMNS: L/120 (STD)
WALL PANEL: L/60 (STD)

FOUNDATION DETAIL KEYS

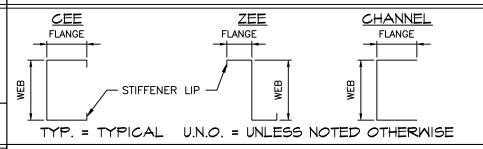
ENDWALL COLUMN (SEE DETAIL C/7 FOR TOP CONNECTION AND GI/8 FOR BASE CONNECTION)

Charles Abbott Associates, Inc. Approved

KP 05/15/2024

<u>Validity of Permit</u>: the issuance of a permit or approval of plans specifications and computations shall not be a permit for, or an approval of, any violation to any of the provisions of the building code or any of the City ordinances. Permits presuming to give authority to violate of cancel the provisions of the building codes or other ordinances of the City shall nor the valid

COMPONENT DIAGRAM



WALL OPENING SCHEDULE

DOOR	MIDTH	HEIGHT	OPENING TYPE	HEADER GIRT	OPENING JAMBS
1	16'-0"	8'-0"	SECTIONAL DOOR	SEE NOTE #4	C8X4XI6
2	3'-0"	6'-8"	PERSONNEL DOOR	SINGLE	CHN4X 3XI6
3	3'-0"	6'-8"	PERSONNEL DOOR	SINGLE	CHN8X 3XI2
4 - 5	3'-0"	3'-0"	MINDOM	SEE NOTE #4	CHN4X 3XI6
6	3'-0"	3'-0"	MINDOM	SINGLE	CHN4X 3XI6

NOTES:

- I) JAMB MEMBERS SHOWN AS "CHN" ARE CHANNEL MEMBERS (WITHOUT STIFFENER LIPS) AND THOSE SHOWN AS "C" ARE CEE MEMBERS. FIRST NUMBER IS WEB DEPTH IN INCHES, SECOND NUMBER IS FLANGE WIDTH IN INCHES, AND THIRD NUMBER IS MATERIAL THICKNESS (GAUGE).
- 2) SEE DETAILS J/8 AND K/8 FOR OPENING FRAMING INFORMATION.
- 3) SIZE OF HEADER GIRT MEMBER TO BE SAME AS SIDEMALL OR ENDWALL GIRT, AS APPROPRIATE, PER ELEVATIONS. AT MINDOMS, INSTALL HEADER GIRT SPECIFIED ABOVE AND BELOW MINDOMS, U.N.O.
- 4) AT OPENINGS NOTED, INSTEAD OF ATTACHING DOOR JAMBS TO HEADER GIRT PER DETAIL LI/9 ATTACH DOOR JAMBS TO UNDERSIDE OF ENDWALL RAFTER OR EAVE PURLIN PER DETAIL L2/9.
- 5) ALL OPENINGS AND ACCESSORIES SHALL BE CAPABLE OF SUPPORTING ALL WIND PRESSURES PERPENDICULAR TO THE SURFACE (GENERATED BY WINDS AT THE SPEED AND EXPOSURE INDICATED ABOVE) BY SPANNING BETWEEN THE JAMBS.

IMPORTANT: IN ADDITION TO THESE ENGINEERING PLANS (WHICH ALWAYS TAKE PRECEDENCE), YOU SHOULD HAVE THE FOLLOWING FROM ACT BUILDING SYSTEMS:

- CONSTRUCTION PACKAGE
- INSTALLATION MANUALS
- CONSTRUCTION VIDEOS

PLEASE CONTACT YOUR SALES REP IF YOU HAVE NOT RECEIVED THESE PRIOR TO STARTING CONSTRUCTION.

PROJECT DESIGN CRITERIA

ROOF DEAD LOAD: 3 psf

ROOF COLLATERAL LOAD: O psf

GROUND SNOW LOAD: 107.14 psf Ct = 1.0

ROOF SNOW LOAD: 75 psf ROOF LIVE LOAD: 20 psf

WIND SPEED: 130 mph

WIND EXPOSURE: C

Ss: 0.264 Sds: 0.280 Sl: 0.067 Sdl: 0.107

SEISMIC DESIGN CATEGORY:

B ('short' period) B ('I-sec' period)

R transverse: 3.0 R longitudinal: 3.0

RISK CATEGORY: II

SOIL BEARING PRESSURE: 1500 psf

WIND DESIGN OF LATERAL FORCE-RESISTING SYSTEMS IS BASED ON THE DIRECTIONAL DESIGN PROCEDURE OF ASCE 7-16, CHAPTER 27

SEISMIC DESIGN OF LATERAL FORCE-RESISTING SYSTEMS ARE AS FOLLOWS:

- -- TRANSVERSE: ORDINARY STEEL MOMENT FRAME (SEISMIC DESIGN IS BASED ON ASCE 07-16, SECTIONS 12.1 12.13)
- -- LONGITUDINAL: ORDINARY STEEL BRACED FRAME. (SEISMIC DESIGN IS PERFORMED USING THE SIMPLIFIED DESIGN PROCEDURE (ASCE 07-16, SECTION 12.14).

DESIGN BASE SHEAR: IS SHOWN ON CALCULATION SHEET M

BOA-24-3 Attachment 2





Structural Engineering by:

Metal Building Engineering, LL
Fountain Inn, SC 29644
engsupport@actbuildingsystems.com



ACTBUILDING SYSTEMS®

> Clifford Cutter 753 N. Dory Lakes Dr Black Hawk, CO 80422

Structures

Silverline
Solverline
Clifforc

RAWN CM

CHECKED KM
DATE

7/12/2023 JOB NO. MERE92269948

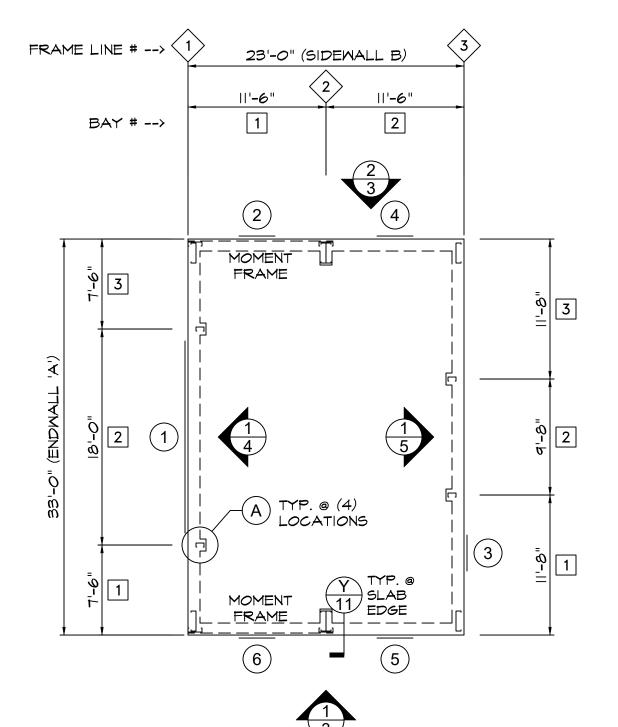
SHEET OF 1

DRAWN CM

7/12/2023

JOB NO. MERE92269948 SHEET

56421 \$\frac{1}{2}\$



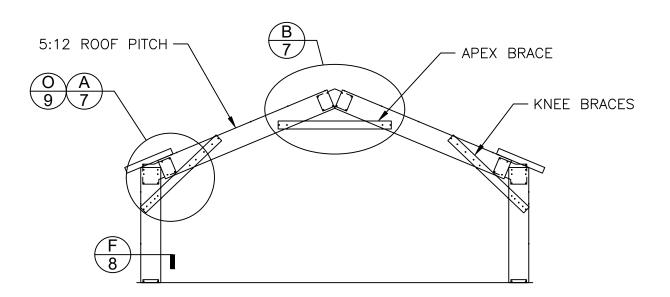
NOTE: USE 1/2" X 3" DEWALT 'SCREM-BOLT+' ANCHOR IN 31/2" DEEP HOLES AT ANCHOR LOCATIONS PER BASE DETAIL F/8, INSTALLED PER ICC REPORT ESR-3889, SECTION 4.3.

NOTE: SEE "TYP. FRAME CROSS-SECTION" DETAIL ON SHEET 3 FOR SPECIFIC FRAME DETAIL INFORMATION.

NOTE: EXCEPT AT DOOR OPENINGS, INSTALL L4x2x14G ANGLE TO FOUNDATION (FOR ATTACHMENT OF BOTTOM OF WALL SIDING) WITH 1/4in X lin MUSHROOM HEAD SPIKE ANCHORS AT 48" O.C. (6" MAX. FROM ANY END).

1 FOUNDATION PLANBOA-24-3 Attachment 2

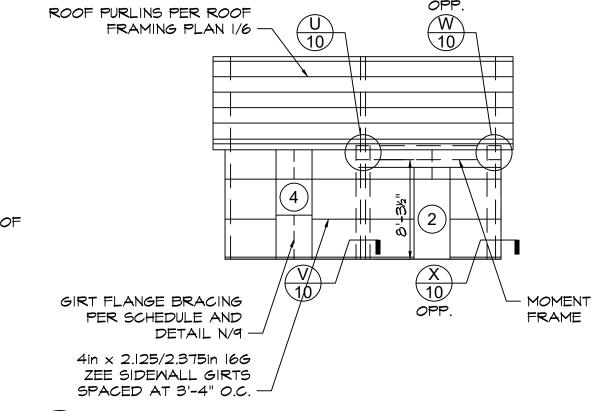
7-12 -73





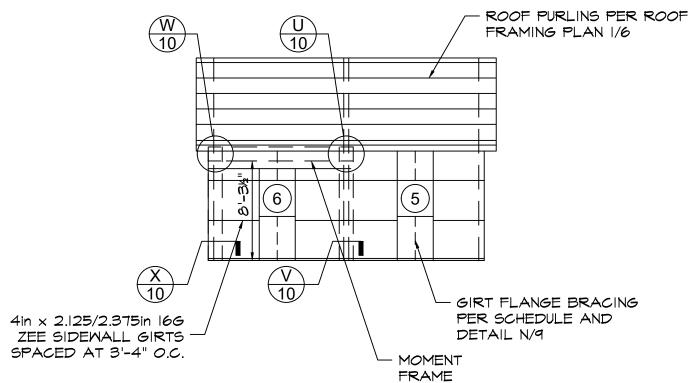
	BAY #I	BAY #2
Sidewall 'A'	(S) (S)	(S) (S)
Sidemall 'B'	Y/9	M/S

M/S = MIDSPAN



2 SIDEWALL 'B' EXTERIOR ELEVATION
3 SCALE: 1/8" = 1'-0"





 $\begin{pmatrix} 1 \\ 3 \end{pmatrix}$

SIDEMALL 'A' EXPRESSION Attachment 2



CAA

Building Division

Structural Engineering by:

Metal Building Engineering, LLC
Fountain Inn, SC 29644
engsupport@actbuildingsystems ~~~

NG WET ® S

ACTBUILDING S S Y S T E M S S

Silverline Structures
Clifford Cutter
753 N. Dory Lakes Dr
Black Hawk, CO 80422

RAWN CM

7/12/2023
OB NO.

MERE92269948
SHEET

OF



Metal Building Engineering by:
Rountain Inn. SC 29644
engsupport@actbuildingsvetor--

ACTBUILDING SYSTEMS®

7/12/2023

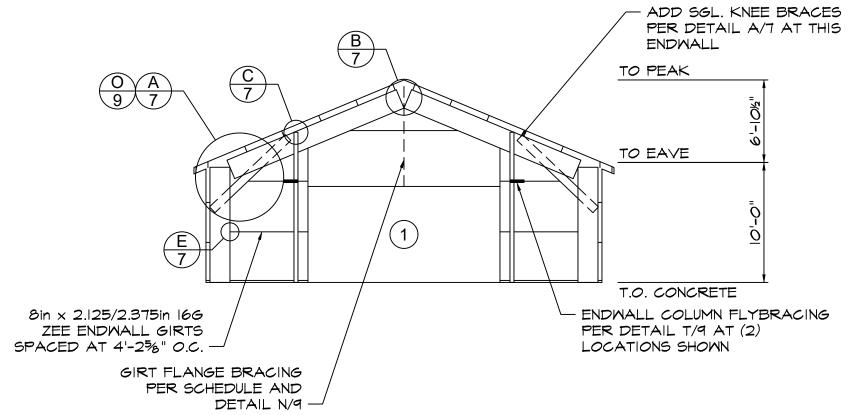
MERE92269948

GIRT FLANGE BRACING SCHEDULE BAY #2

M/S

M/S = MIDSPAN

Endwall 'A'















6/20/24, 4:35 PM about:blank

AGENDA ITEM

Staff Report

To: Board of County Commissioners

From: Samuel Bower, Administrative Analyst, County Manager's Office

Date: June 25, 2024

Item: Resolution 24-99, Awarding a Contract to Paradigm Public Affairs for the Commission of a Sexually

Oriented Business (SOB) Impact Study

Requested Action Resolution

Public Hearing: No

I. REQUEST OR ISSUE:

This resolution approves a contract with Paradigm Public Affairs and authorizes the County Manager to executive the contract. The firm was selected through the County's standard procurement procedure. Staff released an RFP, four firms submitted proposals, three firms were interviewed by staff, and one firm was selected as the favorite. The contract sets a do not exceed amount of \$50,000.

II. RECOMMENDED ACTION / NEXT STEP:

Approve the resolution.

III. FISCAL IMPACTS:

None.

IV. <u>LEGAL ISSUES:</u>

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. <u>ALTERNATIVES:</u>

The Board may approve the resolution, deny the resolution, approve the resolution with amendments, or table the resolution for consideration at another time.

about:blank 1/1

BEFORE THE BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, STATE OF COLORADO

AWARDING A CONTRACT TO PARADIGM PUBLIC AFFAIRS FOR THE COMMISSION OF A SEXUALLY ORIENTED BUSINESS (SOB) IMPACT STUDY

WHEREAS, the Board of County Commissioners (BoCC) approved the 2024 Budget in December of 2023; and

WHEREAS, this approved budget included \$50,000 in funds for the commission of a Sexually Oriented Business (SOB) Impact Study; and

WHEREAS, staff prepared a Request-for-Proposals (RFP) for the commission of a SOB Impact Study and released it publicly in accordance with the terms of P-1, Procurement Policy; and

WHEREAS, from this solicitation, four firms submitted proposals; and

WHEREAS, staff reviewed all proposals and selected the top three contenders for interviews; and

WHEREAS, following interviews, staff identified a top firm and requested a revised scope of work that better reflected the project needs and brought the costs within budget.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

- The Board awards a contract to Paradigm Public Affairs to conduct a SOB Impact Study.
- 2. The Board authorizes the County Manager to execute a contract with Paradigm Public Affairs following review by the County Attorney, provided the County's contribution does not exceed the budgeted amount of \$50,000.

ADOPTED this day of	, 2024, by a vote of to
ATTEST:	BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, COLORADO
Deputy County Clerk	 Chair

ACKNOWLEDGEMENT

STATE OF COLORADO)	
)ss.	
COUNTY OF GILPIN)	
Susan Berumen, Chair, and Melanie Bleyler, Deputy C	ounty Clerk, County of Gilpin, acknowledged the foregoing
Resolution before me this day of	, 2024.
	Witness my hand and official seal
	Notary Public

S.O.B. STUDY SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between Gilpin County hereinafter referred to as "County", and Paradigm Public Affairs, hereinafter referred to as "Contractor". The County and Contractor may be referred to collectively as the "Parties", or individually as "Party". This Agreement will be effective upon signature of both Parties.

1. DESIGNATED REPRESENTATIVE AND CONTACT INFORMATION

Each Party's designated representative for managing this Contract, providing information, and proceeding under this Contract is set forth below. Either Party may change their designated representatives upon written notice to the other Party.

1.1. Gilpin County Designated Representative ("GR"):

Name: Sam Bower, Administrative Analyst;

Email: sbower@gilpincounty.org

Tele.: 303-515-4344;

Mailing Address: P.O. Box 366, Central City, CO 80427

1.2. Contractor Designated Representative ("CR"):

Name: Tanya Settles, Chief Executive Officer; Email: tanyasettles@paradigmpublicaffairs.com;

Tele.: 303-887-1608;

Mailing Address: 11757 W. Ken Caryl Avenue, Ste., F-315, Littleton, CO

80127

2. SCOPE OF SERVICES

- **2.1.** Contractor will perform the services and provide any required deliverables described in the attached **APPENDIX 1** in accordance with the terms of this Agreement.
- **2.2.** Contractor will not perform any services not based on directives issued by the County. Contractor will not undertake any work, which will result in costs, expenses, or fees without written permission from the County. Contractor will not further subcontract or assign said work to any other individual or company without consent of the County.
- **2.3.** Additional services or deliverables beyond the services and deliverables listed in **APPENDIX 1** may be incorporated into this Agreement only if agreed to first in writing and signed by the Parties.

3. COMPENSATION

- 3.1 The County will compensate Contractor according to the fee schedule outlined in **APPENDIX 1.** The compensation paid to Contractor under the Contract shall not exceed forty-eight thousand nine hundred fifty dollars (\$48,950.00).
- 3.2 Contractor will provide monthly invoices, which will itemize all work performed and related charges for that work. The County will pay each such invoice within thirty (30) days of receipt of each invoice. Contractor will provide an unconditional release for any and all amounts due upon receiving payment from the County. The County will contact Contractor no later than five (5) days after receipt of any invoice which is in dispute.
- **3.3** Any increase or modification to the compensation or reimbursable expenses shall be subject to the approval of the County and shall be made only by written amendment of this Agreement executed by both Parties.

4. TERM

- **4.1** This Agreement will take effect immediately upon signing by both Parties. Contractor shall fully complete the services as listed in the attached **APPENDIX 1** in the time and manner stated therein. The final Agreement deliverables shall be adequately and fully completed by November 1, 2024, unless otherwise terminated earlier by either Party as set forth in Section 4.3 or paused by the County as set forth in Section 4.2.
- **4.2** The County may pause any and/or all work under the Agreement for up to twelve (12) months from the date of the signing of the Agreement by the Parties and recommence the Agreement at a later date within those twelve (12) months. The Parties may subsequently agree to extending the time for completing any or all of the services for such longer period as may be agreed to in writing by the Parties.
- 4.3 This Agreement may be terminated by the County without cause by giving thirty (30) days' written notice to the Contractor. If this Agreement is terminated by the County, Contractor will be compensated for such services up to the point of termination based on the work completed to such date. Contractor may terminate this Agreement by providing the County with written notice, at least thirty (30) days in advance of such termination. If this Agreement is terminated by the Contractor, the Contractor will be compensated for services up to the point of termination, based on the work completed to such date.
- **4.4** Contractor will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Contractor is engaged. Services provided

pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

5. WORK-PROJECT SCHEDULE

- 5.1 The Work shall be completed no later than November 1, 2024 after the execution of the Contract by both Parties, which executed Contract will be immediately provided to both Parties. Contractor does, however, plan to complete the Work as soon as possible. Contractor represents project will take one hundred seventy-eight (178) hours to complete. The Parties recognize that weather and supply chain delays may impact this schedule and agree to work in good faith in modifying or extending the timeline in the event of delays due to adverse weather or other conditions outside of the control of the Contractor. In the event no significant supply chain delays or adverse weather delays occur, all time limits stated in the Contract Documents are of the essence to the Contract. If Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by adverse weather conditions that would prevent the safe and proper completion of the Work, labor disputes, fire, unavoidable casualties, causes beyond Contractor's control, or by any cause which the GR may determine justifies the delay, then the Contract Time shall be extended by a Change Order for such reasonable time as the GR may determine. The Project Schedule shall be in an electronic format provided by Contractor and approved by GR. The Project Schedule shall include realistic activity sequences and durations, and an allocation of labor. Contractor shall notify GR in writing immediately regarding any delays or other problems with the Project.
- 5.2 Whenever the current update to the Project Schedule reflects a delay of five (5) or more working days behind schedule, Contractor shall submit, together with the Project Schedule update, a written statement describing the cause of the delay and the actions being taken or considered by the Contractor to recover the time lost.
- **5.3** Proposed changes to the Project Schedule shall be submitted to GR for review. Submissions of the Project Schedule proposing changes shall clearly be identify the activities and/or logic affected by the proposed changes and compare such changes to the most recently accepted Project Schedule.

6. INSURANCE

6.1 Contractor will neither work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Contractor allow any additional Sub-Contractor to commence work for any part of this Agreement until all insurance required of this Agreement (as outlined below) has been obtained.

- **6.2** Throughout the term of this Agreement, at Contractor's sole cost and expense, Contractor will keep, or cause to be kept, in full force and effect, for the mutual benefit of the County and Contractor the following insurance policies:
 - a) General Liability Insurance Providing protection of \$1,000,000 per occurrence/\$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Contractor's activities:
 - **b)** Professional Liability Insurance Providing protection for at least \$1,000,000 per occurrence/\$2M annual aggregate against claims and liabilities of the Contractor;
 - c) Worker's Compensation Insurance In accordance with the provisions of the laws of the State of Colorado.
- **6.3** All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Colorado. General and Auto Liability policies will name the County, its officers, agents, and employees as additional insured.
- **6.4** Contractor releases, waives, and indemnifies the County from any liability involving claims involving or against the Contractor and/or the County based on the actions of the Contractor including without limitation claims regarding Contractor's decision to not provide its automobile liability insurance under this Agreement.

7. LIQUIDATED DAMAGES FOR DELAY

It is mutually understood and agreed by and between the Parties to the Contract that in the execution of the same, time is an essential element of the Contract, and it is important that the Work progress vigorously to completion. Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure Substantial Completion thereof within the Contract Time, unless significant supply chain delays or adverse weather conditions occur during the Contract Time as described Section 5.1 herein. Absent such delays, it is expressly understood and agreed, by and between Contractor and the County, that the completion time set forth in the Contract Documents is a reasonable time for the completion of the Work and Project, taking into consideration locality where the Work is performed and the usual industrial conditions prevailing in that locality. If Contractor neglects, fails, or refuses to complete the Work within the Contract Time, then for each Calendar Day after the end of the Contract Time, Substantial Completion of the Work is not achieved, the amount per Calendar Day specified in the Special Conditions shall be assessed by the County, not as a penalty, but as a predetermined and agreed upon liquidated damage. The default amount of Liquidated Damages is hereby agreed to be five hundred U.S. Dollars (\$500.00) per

day for the first week after the end of the Contract Time; the default amount of Liquidated Damages is hereby agreed to be one thousand U.S. Dollars (\$1,000.00) per day for the second week after the end of the Contract Time, and for all other weeks thereafter. The said amount is fixed and agreed upon by and between Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would sustain in the event the Work is not completed within the Contract Time. The County shall have the right to deduct said Liquidated Damages from any money due, or to become due to said Contractor and to sue for and recover any additional compensation for damages for non-performance of the Contract at the time stipulated and provided for in the Contract Documents. The assessment of Liquidated Damages for failure to complete the Work within the Contract Time shall not constitute a waiver of the County's right to collect any additional damages which the County may sustain by failure of Contractor to carry out the terms of this Contract. If Liquidated Damages for milestones are specified in the Special Conditions, all conditions as set forth for Liquidated Damages shall apply to each and every milestone specified. All milestones represent independent damages the County will suffer and shall therefore be viewed independently. All milestones shall be accumulative, increasing by the amount specified for each date Contractor does not achieve substantial completion for each specific milestone. If Contractor fails to obtain Substantial Completion within the allowed Contract Time, the Liquidated Damages for milestone dates shall cease to accrue and Liquidated Damages for failure to complete the Work will commence.

8. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the County, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Contractor's gross negligence or willful misconduct in the performance of its obligations under this Agreement. The County shall defend, indemnify, and hold harmless the Contractor, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of the County's gross negligence or willful misconduct under this Agreement.

9. CONTRACTOR'S RECORDS

Contractor will keep records and invoices in connection with its work to be performed under this Agreement. Contractor will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Contractor will allow a representative of the County during normal business hours to examine, audit, and make transcripts or copies of such records. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

10. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the Parties hereto, and contains all of the covenants and agreements between the Parties with respect to rendering of services described herein. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the Party to be charged.

11. GOVERNING LAW AND VENUE

- **11.1** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.
- 11.2 Gilpin County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

12. BREACH OF AGREEMENT

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it will have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the County will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the County to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

13. ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

14. NON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement,

neither Party shall directly or indirectly solicit for hire or engage any personnel (whether as employee, Contractor, or in any other capacity) of the other Party with responsibilities related to this Agreement without the other Party's prior written consent.

15. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

16. PERFORMANCE STANDARDS

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform services in accordance with this Agreement.

17. <u>SALES AND OTHER TAXES, PERMITS, AND LICENSING REQUIREMENTS</u>

Contractor shall pay any and all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work at Contractor's expense except as provided herein unless Contractor qualifies for and obtains an exemption from taxes. The County is exempt from state and local sales and use taxes. Contractor may take steps to obtain an exemption from sales taxes from the Colorado Department of Revenue pursuant to C.R.S. §39-26-708 for construction and building materials that will be used for this Contract. The Contractor must apply for a tax exemption certificate from the State of Colorado, Department of Revenue prior to starting work on any tax-exempt construction project. Contractor has the obligation to confirm the availability of any tax exemptions and pursue any available legal exemptions from any taxes from the State of Colorado, Department of Revenue.

18. INDEPENDENT CONTRACTOR

18.1 Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the County. County shall have no liability or responsibility for any direct payment of any salaries, wages, payroll, taxes, federal and state taxes, on moneys earned pursuant to this Agreement nor any and all other forms or

types of compensation or benefits, including without limitation workers' compensation insurance, to any Contractor or Contractor's employees or agents performing services for the County under this Agreement. Contractor shall be solely responsible and obligated to pay for all of these above-described matters and for all compensation, benefits, insurance, and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present with Contractor.

- **18.2** Contractor and County agree that Contractor will provide similar service to other clients while under contract with County and County acknowledges that Contractor employees may provide similar services to multiple clients. Contractor shall at its sole discretion assign and reassign qualified employees, as determined by Contractor, to perform services for the County. County may request that a specific employee be assigned to or reassigned from work under this Agreement and Contractor shall consider that request when determining staffing. Contractor shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring, and discharge. Contractor exclusively controls the manner, means, and methods by which services are provided to the County, including attendance at meetings, and Contract's employees are not subject to the direction and control of County. Except where required by County to use County information technology equipment or when requested to perform the services from office space provided by the County, Contractor employees shall perform the services using Contractor information technology equipment and from such locations as Contractor shall specify. No Contractor employee shall be assigned a County email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Contractor or providing services pursuant to a contractual agreement between County and Contractor.
- 18.3 Neither Party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Contractor may assign this Agreement to its parent, subsidiaries, or sister companies (Affiliates) without notice to County. Contractor may subcontract any or all of the services to its Affiliates with notice to County. Contractor may subcontract any or all of the services to other third parties provided that Contractor gives County prior written notice of the persons or entities with which Contractor has subcontracted. Contractor remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Contractor. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

19. SUBCONTRACTS

- **19.1** Subcontractor is a person who has a contract with Contractor to perform any of the Work on this Project.
- 19.2 Unless otherwise specified in the Contract Documents, Contractor, as soon as practicable after the award of the Contract, shall furnish to the GR in writing a list of the names of subcontractors proposed for the principal portions of the Work. Contractor shall not employ any subcontractor to whom the GR or the County may have a reasonable objection. Contractor shall not be required to employ any subcontractor to whom it has reasonable objection. Contracts between Contractor and the subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable. Contractor shall provide County with copies of all contracts with subcontractor.

20. ASSIGNMENT

Neither Party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Contractor may assign this Agreement to its parent, subsidiaries, or sister companies (Affiliates) with notice to County. Contractor may subcontract any or all of the services to its Affiliates with notice to County. Contractor remains responsible for any Affiliate's performance or failure to perform. Affiliates will be subject to the same performance criteria expected of Contractor.

21. NO THIRD-PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

22. OWNERSHIP OF DOCUMENTS

22.1 Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data, and other materials required for or resulting from the performance of services hereunder shall not be used by Contractor for any purpose other than the performance of services hereunder without the express prior written consent of the County. All such records, documents, notes, data, and other materials shall become the exclusive property of the County when Contractor has been compensated for

the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Contractor may use the work product, deliverables and applications, records, documents, and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of County's and others performance relative to that of other groups of customers served by Contractor; (ii) sales and marketing of existing and future Contractor services; (iii) monitoring service performance and making improvements to the services. For the avoidance of doubt, County Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data.

- **22.2** If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Contract's secure proprietary software pertaining to County will be exported into a CSV file and become property of the County. Notwithstanding the preceding, Contractor shall own all rights and title to any Contractor provided software and any improvements or derivative works thereof.
- 22.3 Upon reasonable prior written notice, County and its duly authorized representatives shall have access to any books, documents, papers, and records of Contractor that are related to this Agreement for the purposes of audit or examination, other than Contractor's financial records, and may make excerpts, and transcriptions of the same at the cost and expense of the County.

23. CONTRACTOR ACCESS TO RECORDS

Parties acknowledge that Contractor requires access to records in order for Contractor to perform its obligations under this Agreement. Accordingly, County will either provide to Contractor on a daily basis such data from the records as Contractor may reasonably request (in an agreed electronic format) or grant Contractor access to its records and record management systems so that Contractor may download such data. Data provided to or downloaded by Contractor pursuant to this Section 23 shall be used by Contractor solely in accordance with the terms of this Agreement.

24. CONFIDENTIALITY

Contractor shall not disclose, directly or indirectly, any confidential information or trade secrets of County without the prior written consent of the County or pursuant to a lawful court order directing such disclosure. Contractor shall regard as confidential and proprietary all County "internal use" and "confidential" information communicated to it by the County regarding this matter and contract. Contractor shall not, without the County's prior written consent, at any time use any County information or trade secrets for any purposes unless first approved by the County and for the benefit of the County.

25. CONTRACTOR PERSONNEL

Contractor shall employ a sufficient number of experienced and knowledgeable employees to perform services in a timely, polite, courteous, and prompt manner. Contractor shall determine appropriate staffing levels and shall promptly inform County of any reasonably anticipated or known employment-related actions which may affect the performance of services. Additional staffing resources shall be made available to County when assigned employee(s) is unavailable.

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA") as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

26. DISCRIMINATION & ADA COMPLIANCE

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA") as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

27. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

27.1 To County:

Ray Rears, County Manager P.O. Box 366 Central City, Colorado 80427 Email: rrears@gilpincounty.org

27.2 To Contractor:

Tanya Settles, Chief Executive Officer 11757 W. Ken Caryl Avenue, Ste. F-315 Littleton, CO 80127

Email: tanyasettles@paradigmpublicaffairs.com

28. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such Party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

29. <u>DISPUTE RESOLUTION</u>

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

30. <u>AUTHORITY TO EXECUTE</u>

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

31. GOVERNMENTAL IMMUNITY

The Parties hereto understand and agree that the County has and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the risk management statutes, C.R.S. §§ 24-30-1501, *et seq.* as from time to time amended, or otherwise available to County, its officers, or its employees.

32. ARTICLE X, SECTION 20 / TABOR

The Parties understand and acknowledge that the County is subject to Article X, §20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indicate debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the County are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the County's current fiscal period ending upon the next succeeding December 31. Financial obligations for the County payable after the current fiscal year are contingent upon the funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Gilpin County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

33. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final Agreement of the Parties hereto with respect to the subject matter hereof, and

shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

37. INVALIDITY OF ANY PROVISION

Should any portion of this Agreement at any time during its effective term be in conflict with any applicable law, then such provision shall continue in effect only to the extent permitted by law. The invalidity of any one or more of the covenants, phrases, sentences, clauses, or provisions of this Agreement or any part thereof, shall not affect the remaining portions of this Agreement or any part thereof, and in the event any one of the same shall be declared invalid, this Agreement shall be construed as if such invalid portion had not been inserted, provided the same does not cause substantial injustice.

38. JOINT DRAFTING

The Parties hereto expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

39. NON-EXCLUSIVE SERVICES

Gilpin County may contract with other businesses for services provided by Contractor at any time on projects not already undertaken by Contractor.

40. CONTRACT DOCUMENTS

The "Contract Documents" shall consist of:

- **40.1** This Contract; and
- **40.2** The Scope of Service and Fee Schedule attached hereto as **APPENDIX** 1.

Each of which is incorporated herein by reference whether or not attached hereto. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control.

IN WITNESS WHERI the date first written above.	EOF , the Parties hereto have executed this Agreement
the date first written above. Gilpin County	Paradigm Public Affairs
the date first written above.	
the date first written above. Gilpin County 203 Eureka Street	Paradigm Public Affairs 11757 W. Keb Caryl Ave., Ste. F

Title		Title
Date	_	Date
ACKNO	OWLEDGME	NT GILPIN COUNTY
STATE OF COLORADO) ss COUNTY OF GILPIN)		
The foregoing Contract was execu	ited and acknow	wledged before me this day of
, 20 by	, as	for Gilpin County.
My commission expires:		Witness my hand and official seal.
		Notary Public Address:
ACKN	OWLEDGME	ENT CONTRACTOR
STATE OF COLORADO)		
COUNTY OF) ss		
The foregoing Contract was execu	ited and acknow	wledged before me this day of
, 20 by	as	(Title) for
		ntractor's Business if Legal Business Entity").
My commission expires:		Witness my hand and official seal.

Notary Pu	blic		
Address:			
•			

Appendix 1



17 June 2024

Sam Bower Administrative Analyst 203 Eureka Street, 3rd Floor Central City, CO 80427

Delivered via Email

Dear Sam,

Paradigm Public Affairs appreciates the opportunity to revise our scope of work and associated costs for the impact study on sexually oriented businesses (SOBs) in Central City. Our revised scope is more squarely focused on potential impacts to Gilpin County government that include public safety, human services, possibly public health, and a preliminary assessment of associated impacts on revenue generation associated with commercial and residential property valuation.

Further, we understand that the budget for this project is set at a not-to-exceed amount of \$50,000. We have also aligned our timeline to coincide with an escalated and consolidated process to meet the County's needs related to the budget cycle and appropriations requests, if necessary. If you have questions, please don't hesitate to reach out to me directly.

Warmly,

Tanya Settles, PhD Chief Executive Officer

Gilpin County, SOB Impact Study Project Plan Overview and Investment Proposal Details

The focus of the current project is to assess the impact of relaxed zoning and land uses policy by the City of Central based on current knowledge including existing intergovernmental agreements. This assessment is limited to understanding the potential impacts experienced by Gilpin County government in the areas of public safety, human services, possibly public health, and potential changes to commercial and residential property values and revenue generation. However, the impacts of the establishment of Sexually Oriented Businesses (SOBs) is not limited to fiscal impacts in these areas. To fully assess social, economic, and other peripheral impacts, we're also providing a cost estimate to study impacts on the commercial gaming industry and broad socio-economic impacts, including quality of life, on the Gilpin County community that may be considered later.

Our fees are set at a flat \$275 per billable hour for all services and all staff. We develop costs based on the following factors:

- Your needs and investment.
- Our workplan narrative presented in the proposal.
- Our staffing plan and resource allocation which provides Gilpin County with the appropriate number of consultants and a level of expertise to complete the tasks defined in the RFP.
- Our experience conducting projects of similar size and scope.

Our all-inclusive cost for this project, as outlined below, is \$48,950. Additional services not described in this proposal may result in a change in cost.

TASK	TIMELINE	HOURS	COST
Project Launch & Preliminaries, including analysis of similarly situated governments (Cripple Creek/Teller County; Mead/Weld County), initial preliminary interviews with County Leaders to finalize scope and purpose, and initial discovery.	Late June through Mid-July	20	\$5,500
Interviews with elected officials and County leadership (County Manager Mears, Administrative Analyst Sam Bower, Sheriff Kevin Armstrong, Undersheriff Tonia Kapke, Detentions DC Greg Demo, Patrol DC Sean Wheeler, Communications Sergeant, Victim Services, Human Services Director Janey Barker, possibly Public Health Director Alisa Witt, Commissioner Marie A Mornis, Commissioner Susan Berumen, Commissioner Sandy Hollingsworth)	July	36	\$9,900
Qualitative data analysis	July	16	\$4,400
Assess data holdings, design methodology based on assessment results (focus on impacts related to public safety, human services,	August	16	\$4,400

possibly public health, and property values/tax revenue); submit to County for revisions/feedback/approval.			
Conduct data collection and analysis based on methodological design planned for 3 scenarios based on buffer zone rezoning in Central City to include property values (commercial and residential). Methods may include geo-spatial mapping, development if impact/index scoring, regression analysis, other predictive analytic methods. Conduct data analysis procedures consistent with final methodological approach for the focus areas of public safety, human services/public health, and property tax revenue.	August – mid- September	50	\$13,750
Calculate fiscal impact to public safety, human services/public health, and revenue generated by property taxes (commercial and residential) under scenarios in previous step.	Late- September – Early October	12	\$3,300
Develop findings, prepare report, submit for review/feedback/revision to County.	October	20	\$5,500
Project wrap-up and presentations.	Late October	8	\$2,200
TOTALS (includes optional services of survey development/dep	loyment).	178	\$48,950

Peripheral Impact Assessment

The commercial gaming industry is the economic powerhouse within Gilpin County. To fully understand the potential impacts – positive, negative, or neutral – of SOBs, the County may want to consider a follow-on study that explores the estimated impacts of rezoning of SOBs in Central City on the industry overall, including those located in both the municipalities of Black Hawk and Central City and socio-economic impacts, including quality of life, for community members. To accomplish this, based on our knowledge at this time, we recommend the following process (subject to change as we learn more through the current assessment process). We believe the following additional analysis is best conducted after the current project and after, if possible, the final zoning variance decision by the Central City Board of Aldermen. Based on our current knowledge, an assessment of peripheral impacts may be completed within a 4-6 month timeframe.

TASK	TIMELINE	HOURS	COST
Initial Discovery related to the current state of commercial gaming, including revenue by source and preliminary interviews with gaming executives in Central City and Black Hawk.	Month 1	20	\$5,500
In-depth interviews with gaming executives, Finance Director Joe Allaire, Commissioner Marie A. Mornis, Commissioner Susan Berumen, Commissioner Sandy Hollingsworth)	Month 1-2	20	\$5,500
Design and facilitate up to three (3) community listening sessions, consider focus groups (up to 3) with local businesses apart from commercial gaming (e.g., retail, cultural development, recreation) and analyze results using a 2-step process of inductive coding and thematic analysis.	Month 2	18	\$4,950
Qualitative data analysis	Month 2-3	16	\$4,400
Assess data holdings related to finance, property values (included in current project), design methodology based on available data; design/deploy community impact survey to include skip logic for year-round residents, part-year residents, business owners and operators by type)	Month 3-4	42	\$11,550
Develop findings, prepare report, submit for review/feedback/revision to County	Month 5	30	\$8,250
Project wrap-up and presentations	Month 6	8	\$2,200
TOTALS (includes optional services of survey development/dep	oloyment)	154	\$42,350





10 June 2024

Ray Rears County Manager 203 Eureka Street, 3rd Floor Central City, CO 80427

Delivered via Email

Dear Mr. Rears,

Paradigm Public Affairs appreciates the opportunity to present Gilpin County government with our response to your request for proposals for an impact study of sexually oriented businesses. Paradigm Public Affairs is a management and public policy consulting firm established in 2018 and based in the Denver metro area. We've worked with some of the largest, and some of the smallest local governments in the nation to help address a variety of administrative and policy challenges local governments face.

We understand the purpose of this study is to provide Gilpin County with insight about the impact of relaxing restrictions of sexually oriented businesses in Central City. We are aware that the Central City Board of Aldermen have been in discussions with a hospitality development company specializing in sexually oriented businesses. This hospitality firm, RCI Hospitality Holdings, Inc., has a business presence in the Denver metropolitan area and is now seeking to expand operations to Central City. We understand that Gilpin County government and the Board of Commissioners have multiple concerns about the overall economic impact of these businesses on county government operations but are particularly concerned about potential impacts to public safety, cost to the county overall, and provision of other public services that may result. In effect, you don't know what you don't know, and to make responsible public policy decisions, you're seeking the assistance and insight of a neutral consultant to objectively investigate and report on these, and other, potential impacts. We are committed to helping you find answers to these questions through empirical investigation, research, and a position of neutrality.

Paradigm Public Affairs (EIN 83-0645155) is a Colorado firm located at 11757 W. Ken Caryl Avenue, Ste. F-315, Littleton, Colorado. We are in good standing with the Colorado Secretary of State. This letter and included proposal serve as an offer for services, confirms our availability to perform this work beginning as soon as late April 2024, and is valid for 180 days and agree that the proposal and cost schedule shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract negotiated with Gilpin County. If we earn your trust and engage in this project with you, your primary contact and principal investigator is Tanya Settles.

We look forward to learning of the next steps of your selection process. Should you have questions, please don't hesitate to reach out to me directly.

Warmly,

Tanya Settles, PhD Chief Executive Officer

Firm Profile

Paradigm Public Affairs, LLC is a full-service public sector management, leadership, and public policy consulting firm established in 2018. We are a woman owned and family operated business in the State of Colorado and our staff is comprised of over 15 consultants, researchers, designers, facilitators located in the Denver area and across the United States. Our specialty practice areas include public safety & law enforcement operations, community capacity building, and organizational development.

Our approach is different from many firms because our goal is to co-produce results with you through an inclusive process where your fingerprints are on work product, but we do the heavy lifting so you can maintain focus on leading your organization. We use empirical evidence, published research, and notable leading practices as inspiration to work with and guide our clients *through the co-production of results*.

Every part of the process is developed through collaboration with our clients. Our goal is for each client to achieve their intended results through expert guidance and a highly customized experience. We are attentive to your unique needs and circumstances, and every step is customized including survey instrumentation, facilitation of discussion sessions with stakeholders, education development and delivery, and organizational culture assessments. Our approach is based on our extensive practical experience in government and nonprofit organizations. Each consultant and associate holds advanced academic credentials and/or skills certifications.

Name	Paradigm Public Affairs, LLC
Address:	11757 W. Ken Caryl Ave., Ste. F-315
	Littleton, CO 80127
Website:	paradigmpublicaffairs.com
General Contact Information	contact@paradigmpublicaffairs.com
	720.775.1171
Primary Contact for this Project	Tanya Settles
	Chief Executive Officer
	tanyasettles@paradigmpublicaffairs.com 303.887.1608

Part 1: Project Understanding and Approach

Our approach to this project is focused on finding solutions and answers to the questions about the impact of sexually oriented businesses (SOBs) within the municipal boundaries of Central City. We recognize that close to half (47 percent in fiscal year 2024) of annual revenue to the County originates from the county's portion of revenue dispersed through the Colorado Department of Revenue each year. Consequently, the County is interested in understanding and preparing for the fiscal impacts associated with Central City potentially relaxing of new business development related to SOBs is of primary importance with an interest in maintaining the County's current position of zero-debt and sustaining community quality of life.

There are a handful of impact studies that look specifically at the impact of SOBs on communities. These studies are dated, and we know from the RFP the County has already explored some of those (for example, SOBs in Minneapolis, St. Paul, Indianapolis, Phoenix, and Portland, Oregon). As part of our preparation for our response to this RFP, we also conducted a preliminary literature search of studies published in academic journals that explore the impact of SOBs on communities and local governments. The most often cited impacts include public safety, public health, and property values, both commercial and residential, that are near SOBs. We also understand that that in addition to fiscal impacts for the County, there is also an interest in understanding the socio-economic and social impacts related to quality of life in Gilpin County should zoning restrictions be relaxed in Central City.

Last, we understand the County is interested in an expedited impact study given the speed which with the Central City Board is moving forward with discussions with RCI Hospitality Holdings. Currently, the Board has facilitated a community listening session that was attended by County Commissioners who spoke as community members and not as members of the BOCC and many Gilpin County residents. The results of this listening session, to our understanding, resulted in a greater sense of concern and opposition rather than support for establishing SOBs within Central City. We're also aware that the County has invited the City of Central to participate and contribute to this impact study.

We believe this project involves more than economic impact, and there are some key public policy considerations that need to be addressed that are interrelated to one another that include the policy, fiscal, and county capacity to deliver services that could be impacted by changes in average daily population in Gilpin County, protecting and optimizing revenue related to commercial gaming that passes through the Colorado Department of Revenue, the capacity of the Sheriff's Department to proactively address the potential for organized crime, human trafficking, property crimes and other peripheral public safety impacts, and maintaining quality of life for the Gilpin County community.

With this very preliminary understanding of the background, we propose an assessment of impacts in key areas that represent most likely and significant impacts, based on our preliminary literature review of existing research that include:

• Public Safety: law enforcement, criminal justice, Fire and EMS, and emergency management,

- Regulatory Environment: SOB business licensure, employee licensure/registration, potential use of impact fees,
- Estimated Impacts on Property Values, and,
- Estimated Impacts on existing Commercial Gaming Industry.
- Community perceptions and concerns;
- Peripheral and ancillary County services (e.g., public health, housing, transportation infrastructure);
- Impact on culture, history, and arts development.

Our general methodological approach follows a mixed methods design meaning that we collect and analyze both qualitative (that is, focus groups, interviews, policy statements, and other written, and verbal data) and quantitative that may include data the County already holds related to average daily population, current data related to crime and the capacity of the Gilpin County Sheriff's Department, historical property values, and other current data sources. Then, if necessary, we'll collect primary data through survey instrumentation to gain greater insight.

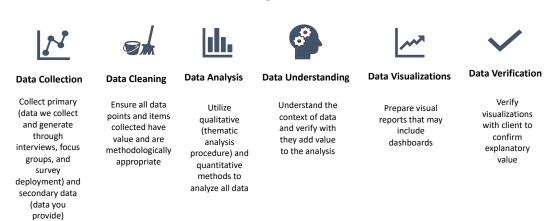
Our initial strategy for this SOB Impact Assessment follows these general steps, though we strongly recommend rescoping the project to ensure that the project appropriately focuses on the greatest potential impacts, timeliness of the assessment, and budget:

- 1. Engagement launch, finalization of scope, and deep discovery related to current policy and data holdings, and initial interviews with County leaders. In this step, we'll conduct a high level of documents, policies, and processes that are potentially impacted by SOBs, beginning with Tier 1 elements as described. As part of discovery, we propose addressing the gap in published analysis and research on SOB impact by reaching out to similarly situated locations in Colorado where an SOB regulatory structure and policies exist including Cripple Creek/Teller County and Mead/Weld County to gain insight on the experiences of Colorado communities that have regulated SOBs in relatively recent years.
- 2. Conduct interviews with elected officials and County leadership including but not limited to the Sheriff, Assessor, County Attorney, County Planners, and analyze data. This step involves engaging with leaders to understand leadership perspectives on risks and opportunities related to SOBs with particular attention to the impacts of relaxing buffer zones. In our experience, we gain deep understanding and knowledge through direct communication and engagement with staff. Qualitative data from interviews (and potentially focus groups) may also be used to develop survey instrumentation.
- 3. Conduct interviews with executives of the commercial gaming industry in the Black Hawk/Central City Historic District and the Black Hawk and Central City gaming districts. The purpose of these interviews is to gain insight about the perceived risks and benefits of establishing SOBs, particularly related to changes in the average daily population, increases or

decreases in business, and perceptions of positive, negative, and neutral impacts on the gaming industry.

- 4. Facilitate Community Listening Session to gain insight about social impacts about SOB industry in Gilpin County municipalities. We're aware that Central City government has hosted at least one such session, but it is not clear what data may be available other than what was reported in local media. Data from listening session may also be used to develop a community survey.
- 5. Collect and conduct preliminary analysis of quantitative data. Quantitative data may come from data you already hold related to the history of average daily population, permanent population, property values and assessment, crime and other peripheral impacts. Depending on your needs, we may use information gained from interviews to construct and deploy one or more surveys to collect quantitative and anonymized data. Surveys are delivered electronically, can be translated into various languages as needed, and are optimized for mobile devices. Typical preliminary analysis includes descriptive statistics and cross-tabulations to look for significant differences and statistical relationships variables/questions. The need for higher level analytics will be a decision we make together, though we mention that in step 7 we recommend developing an index score that can be adjusted to assess impacts on different scenarios.

Data Analysis Process



- 6. Develop findings and construct preliminary findings report. This report is narrative and includes findings related to both qualitative and quantitative information. The purpose of this deliverable is to provide a status update on the project, share preliminary findings, and create an opportunity for feedback and insight from the County before constructing the SOB Impact Index.
- 7. Construct SOB Impact Index strategy. Based on data collection, both qualitative and quantitative, we'll determine the top factors that assess the impact of SOBs. For example,

literature and research suggest that factors may include crime, changes in average daily population, type of SOB, changes in existing commercial gaming industry, property values. Once the index is constructed, we'll validate the index to test predictive ability and accuracy, and then apply it to different scenarios to gain a breath of potential outcomes associated with Sexually Oriented Business development.

8. Construct Final Report. The final report is a comprehensive document that includes a summary of findings of discovery (with particular attention to findings related to similarly situated County governments), community concerns, and a discussion about service capacity with the introduction of SOBs in Gilpin County government. The final report also will present a series of scenarios based on index scores, including analysis and commentary related to fiscal impact for Gilpin County that may consider time ranges and longevity of a variety of SOB types.

Part 2: Experience and Capabilities

Paradigm only works with state and local governments to help them address a variety of public sector challenges and needs related to strategy, planning, and evaluation. We've worked with some of the largest local governments in the nation, and some of the smallest.

The figure below shows some former and current clients we've worked with over the past several years. For these clients, we've provided services ranging from process consultancy to organizational and/or management assessments, program and policy evaluation, education and professional development, facilitation of community engagement processes, DEI, and organizational strategy planning and community capacity building. Some examples of our recent work include development of a strategic plan for the State of Utah, Board of Pardons an Parole, an organizational culture assessment of City of Edgewater government, and we have a long-term contract with the City of Portland to facilitate their Police Review Board. The next image shows you other local governments where we've worked in the last 5 years.

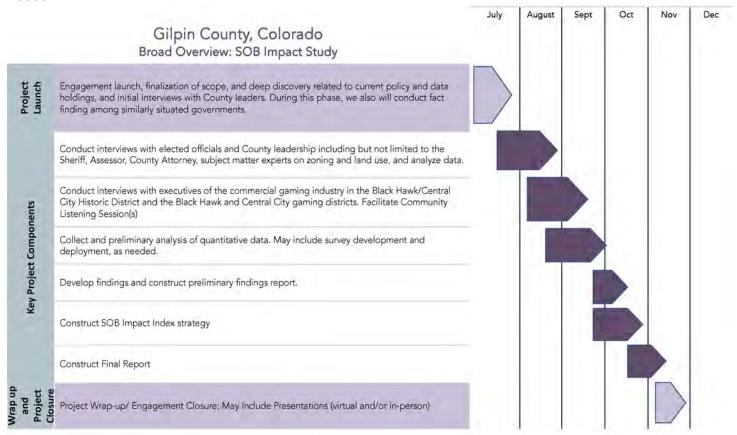


We recognize that this is a unique project given the rural geographic location, economic base for the community, and that Gilpin County and Central City are both in the development stages of developing policies, regulations, and necessary infrastructure related to Sexually Oriented Businesses. At its core, you're looking at community impacts, social impacts, the relationship between county and municipal government, and at the same time attempting to protect the interests of residents and existing & emerging businesses in Gilpin County. It does not escape our attention that the primary impacts of SOBs in communities include potential increases in criminal activity that may include the introduction of organized crime and trafficking and changes in property values. Both have direct impacts to County government. The principal consultant for this project has a research publication history that includes an assessment of the impact of enabling legislation and commercial gaming in the Black Hawk/Central City historical district on prevalence of disordered gaming in Colorado.

The unique nature of this project also means that there are no directly relevant recent projects, particularly given that most impact studies of SOBs are 10 to 30 years old, and while there are SOBs operating in many locations across the state of Colorado, even those operated by the same hospitality development company, none of them are in Gilpin County. What Paradigm does offer, however, are a team of public affairs professionals with advanced academic credentials, experience designing, conducting, and teaching a variety of research methods to include both qualitative and quantitative methodologies, predictive modeling, and subject matter expertise in law enforcement, government finance and budget, housing, public health, and community capacity building.

Timeline

Our proposed timeline follows a 5-month timeline; however, we also recognize that this is a "time is of the essence" project that may require a shorter time frame. We invite the County to recommend a desired time frame, and then discuss project scope to accommodate that time frame to meet your needs.



Project Management

The principal consultant, Tanya Settles, will be responsible for project management. Once we determine a final scope of services and timeline, she will design an interactive Gantt chart that can be shared via a cloud drive (Paradigm uses Google, but other arrangements can be made for document sharing). For short term projects as this, we've had great success with a goal-oriented plan where we work with our clients to develop specific goals for each month and typically include bi-weekly or monthly status update meetings with clients.

Proposed Project Team

Each of the team members identified have decades of executive and high-level local government and nonprofit experience, coupled with advanced training, and a dedication to supporting state and local governments in policy development, strategy, and evaluation services. This practical experience is enhanced by many years of data analysis, executive training and practice, and consulting experience.

		(Photo Not Available)	
Tanya Settles	Matt Jones	Benjamin Scanlon	Judith Fitzgerald
she/her/hers	he/him/his	he/him/his	she/her/hers
Ph.D., MPA University of	Ph.D., MPA Portland State	Master of Criminal Justice,	J.D., Boston College
Colorado Denver	University	University of Colorado Denver	
Tanya's held various leadership roles in state and local government, primarily in the areas of state and local policy development, program evaluation, and strategic planning for a large city law enforcement agency. Her work includes community coalition building to bridge the gap between governments and communities. She is a published author public sector leadership and public policy implementation and analysis.	Matt is an agile leader with 20 years' experience in public sector strategic planning and organizational development. Matt is heavily involved in the Clark County community. He is Chair of the Board of Directors of the Lower Columbia River Estuary Partnership (501c3), a member of the Clark County, WA Law & Justice Council, and the former Chair of the Clark County, WA Clean Water Commission.	In addition to being a skilled technical writer, Ben's areas of work include criminal justice, cash bonds, and extensive work in exploring homelessness in the city of Denver. He has instructed courses and facilitated lectures on urban and regional planning for masters' level students.	Judith's background includes serving as senior counsel to the Atlanta Housing Authority, and she's a skilled educator in nonprofit management and NGOs. She's a tireless advocate for people with disabilities. While she does not serve as legal counsel to either Paradigm or our clients, she brings an eye toward law and policy to her work.

References

Town of Mooresville, NC	City of Ashland, OR	City of Golden Valley, MN
Tiffany Shelley and/or Violet Carter	Sabrina Cotta	Seth Kaempfer
Tiffany: Director of Human Resources	Interim City Manager/Deputy City Manager	Equity and Inclusion Manager
Violet: HR Generalist		
413 N Main Street Mooresville, NC 28115	20 East Main Street Ashland, OR 97520	7800 Golden Valley Road Golden Valley, MN 55427
Tiffany: 704.799.4027 Violet: 704.799.4025	541.552.2106	763-593-8045
tshelley@mooresvillenc.gov vcarter@mooresvillenc.gov	sabrina.cotta@ashland.or.us	skaempfer@goldenvalleym n.gov
Client Partner since 2021	Client partner since 2023	Client partner since 2023
2021Tailored design education programs for all	Organizational culture and belonging assessment.	Specialized education development and delivery
employees, leaders, and law enforcement	Implementation plan design and development	for public safety organizations (Police and
2022 organizational culture and belonging assessment		Fire Departments)
2023 DEI-focused strategic planning		

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AGENDA ITEM

Staff Report

To: Board of County Commissioners

From: Janey Barker, Human Services Director, Human Services

Date: June 25, 2024

Item: Resolution 24-95: Request to Amend the List of Official Appointments

Requested Action Resolution

Public Hearing: No

I. REQUEST OR ISSUE:

According to statute (C.R.S 28-5-801) the Board of County Commissioners is required to appoint a county Veteran's Services Officer. This officer is to be appointed for a two year term (C.R.S. 28-5-802.2) and may either be reappointed at that time or the Board may consider applicants and make a determination to appoint a new officer.

It is requested that Leon Pohl be appointed as Gilpin County's Veteran's Services Officer. Leon has been the Veteran's Services Officer for about 6 and a half years and has met all the qualifications required; including the required military service and honorable discharge, ongoing certification, and federal accreditation.

II. RECOMMENDED ACTION / NEXT STEP:

Appoint Leon Pohl as the Veteran's Services Officer for Gilpin County.

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. <u>ALTERNATIVES:</u>

The Board may choose to deny, continue or amend the resolution.

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BEFORE THE BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, STATE OF COLORADO AMENDING THE LIST OF OFFICIAL APPOINTMENTS

WHEREAS, pursuant to C.R.S. §28-5-801, the Board of County Commissioners (BoCC) is required to appoint a Veteran's Services Officer; and

WHEREAS, the appointment of this office is done so on a bi-annual basis; and

WHEREAS, Gilpin County retains an official list of these appointments; and

WHEREAS, due to varying circumstances, there is occasionally the need to update this list of appointments; and

WHEREAS, there is a need to appoint a Veteran's Services Officer.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. Appoints Leon Pohl to serve as the Veteran's Services Officer, per Exhibit A.

ADOPTED this day of	, 2024, by a vote of to
ATTEST:	BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, COLORADO
Deputy County Clerk	Chair
ACKNO STATE OF COLORADO))ss. COUNTY OF GILPIN)	OWLEDGEMENT
,	County Clerk, County of Gilpin, acknowledged the foregoing
	Witness my hand and official seal
	Notary Public

GILPIN COUNTY LIST OF OFFICIAL APPOINTMENTS- ADOPTED 5/14/2024

OFFICIAL APPOINTMENTS	POSITION 2023	POSITION 2024
Chair, Board of County Commissioners – CRS 30-10-		
307 and Chair, Board of Human Services – CRS 26-1-116(1)(a)	Marie A. Mornis	Susan Berumen
Chair Pro-Tem, Board of County Commissioners – CRS 30-10-307	Sandy Hollingsworth	Marie A. Mornis
Commissioner to Convey Real Property – CRS 38- 30-141	Marie A. Mornis	Susan Berumen
Board of Adjustment – CRS 30-28-117 (1)	BoCC	BoCC
Local Liquor Licensing Authority – CRS 44-3- 103(27)	ВоСС	BoCC
County Manager – CRS 30-11-107 (1)(n) (Permitted)	Ray Rears	Ray Rears
County Attorney – CRS 30-11-118 (Permitted)	Brad Benning	Brad Benning
Administrative Assistant to the Board of County Commissioners – CRS 30-11-107(1)(n) (Permitted)	Lyndsey Denton	Melanie Bleyler
Budget Officer – CRS 29-1-104, CRS 30-11-121 (Shall)	Joe Allaire	Joe Allaire
Chief Building Official – CRS 30-28-114 (Permitted)	Mike Theisen, CAA	Mike Theisen, CAA Kyle Parag, CAA
Emergency Manager – CRS 24-33.5-707(7) (Shall)	Nathan Whittington	Melissa Lewis
Road Supervisor – CRS 43-2-111(1) (Shall)	Michael DuBrava	Michael DuBrava
Depository Banks for Gilpin County – CRS 30- 10-708 (1)	Wells Fargo ColoTrust General ColoTrust	Wells Fargo ColoTrust General ColoTrust
Newspaper(s) of Record – CRS 24-70-102, 24-70- 103(1)	The Mountain-Ear	The Mountain-Ear
Location of Public Notice of Public Meetings	Old Courthouse (front of building) Gilpin County Website	Old Courthouse (front of building) Gilpin County Website
Staff Authorized to Use Facsimile Signatures per	Joe Allaire	Joe Allaire
Resolutions 17-08 and 19-01	Lyndsey Denton	Melanie Bleyler
Board of Equalization - CRS 39-8-101 (Shall)	ВоСС	ВоСС
Human Services Director - CRS 26-1-119 (Permitted)	Janey Barker	Janey Barker
Board of Health – CRS 25-1-508 (Shall)	ВоСС	ВоСС
Veteran's Services Officer – CRS 28-5-801	Leon Pohl	Leon Pohl

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AGENDA ITEM

Staff Report

To: Board of County Commissioners

From: Brad Benning, County Attorney, County Attorney's Office

Date: June 25, 2024

Item: Resolution 24-96 Extending the Temporary Stay on the Processing of 1041 Permit Applications

Requested Action Resolution

Public Hearing: No

I. REQUEST OR ISSUE:

Extending the previous temporary stay of 6 months, for an additional 90 days on the Processing of 1041 Permit Applications. The new regulations are not yet finalized and we will need more time to finalize them and present them to both the Board of County Commissioners and the public for their consideration.

II. RECOMMENDED ACTION / NEXT STEP:

Approve and extend the stay for an additional 90 days until October 8th.

III. FISCAL IMPACTS:

None.

IV. <u>LEGAL ISSUES:</u>

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. <u>ALTERNATIVES:</u>

N/A

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BEFORE THE BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, STATE OF COLORADO

RESOLUTION EXTENDING THE TEMPORARY STAY ON THE PROCESSING OF 1041 PERMIT APPLICATIONS

WHEREAS, the Board has authority to plan for and regulate the use of land pursuant to the Local Government Land Use Control Enabling Act, C.R.S. §29-20-101, et seq.; Areas and Activities of State Interest Act (a.k.a.) 1041 Regulations, C.R.S. §24-65.1-101 et seq.; C.R.S. §30-11-101(2) concerning the adoption and enforcement of resolutions and ordinances regarding health, safety, and welfare issues as otherwise prescribed by law; C.R.S. §30-11-107 concerning powers of Boards of County Commissioners; C.R.S. §30-28-115 concerning the promotion of health, safety, and general welfare of the present and future inhabitants of Gilpin County. This includes without limitation the Board's power to revise Gilpin County's regulations including its 1041 regulations, declare certain activities and areas as matters of state and local interest, and develop guidelines for the administration of such areas and activities within Gilpin County; and

WHEREAS, large scale water projects in portions of unincorporated Gilpin County are anticipated in the near future and Gilpin County staff and elected officials feel that the current regulations need to be updated and revised; and

WHEREAS, the Board reasonably anticipates that applications for 1041 permits for development in areas of state interest or to conduct activities of state interest may be filed in Gilpin County before amended regulations can be considered and adopted; and

WHEREAS, the Board has the authority pursuant to C.R.S. §30-28-121 to adopt and if needed, extend a moratorium on the approval of 1041 permits for a reasonable time to allow for such revisions to occur; and

WHEREAS, Gilpin County's designated areas and activities of state interest have the potential for significant and broad impacts on the health, safety, and welfare of residents of Gilpin County; and

WHEREAS, Gilpin County's designated areas and activities of state interest have the potential for significant and broad impacts on the environment, natural resources, wildlife, and public recreation areas of Gilpin County; and

WHEREAS, the Board finds that urgency exists and that this Resolution is necessary for the immediate preservation of the public health, welfare, and safety of the present and future inhabitants of Gilpin County and for the immediate preservation and protection of the environment, wildlife, and other natural resources; and

WHEREAS, the initial stay was for a period of six (6) months to allow for completion of the 1041 regulation revisions, which the County put in place on January 9, 2024. The County has authority pursuant to C.R.S. §30-28-121 to extend the stay on the processing of 1041 permit applications; and

WHEREAS, the contracted attorneys drafting the 1041 regulations, the County Attorney, and the Community Development Director have determined that additional time beyond July 9, 2024 is needed to adequately complete the revisions of the 1041 regulations. The additional time requested is ninety-one (91) days after July 9, 2024, which end date is October 8, 2024.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

- 1. The Board therefore finds that extending the stay on processing 1041 permit applications for ninety (91) days after July 9, 2024, which extends the stay until October 8, 2024, is needed. The extension of the stay is reasonable as it is necessary to allow Gilpin County time to adequately complete and finalize its 1041 regulation revisions and prepare application materials in order to best ensure the immediate preservation of the public health, welfare, and safety of the present and future inhabitants of Gilpin County and for the immediate preservation and protection of the environment, wildlife, and other natural resources.
- 2. Effective June 25, 2024, Gilpin County's temporary stay of the processing of 1041 permit applications is extended to October 8, 2024 unless sooner repealed or further extended by the Board.
- 3. This stay means that Gilpin County shall not accept or process any submissions or engage in any pre-submission processes under Gilpin County Zoning Regulations Section 12.0 Regulations of Matters of State Interest (1041 Regulations), including accepting or processing 1041 permit applications and conducting pre-application meetings and processes while the stay remains in place.
- 4. This temporary stay is effective in all of unincorporated Gilpin County.
- 5. This stay does not amend any other County regulations, which shall remain in full force and effect.
- 6. If any one or more sections or provisions of this Resolution shall be adjudged by a Court of competent jurisdiction to be legally unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the County's intention that the various provisions set forth herein are severable.

ADOPTED this day of	, by a vote of to
	BOARD OF COUNTY COMMISSIONERS
ATTEST:	COUNTY OF GILPIN, COLORADO
Deputy County Clerk	Chair

ACKNOWLEDGEMENT

STATE OF COLORADO)	
)ss.	
COUNTY OF GILPIN)	
Susan Berumen, Chair, and Melanie Bleyler, Deputy County Clerk, Cobefore me this, 20	
	Witness my hand and official seal
	Notary Public

6/18/24, 10:58 AM about:blank

AGENDA ITEM

Staff Report

To: Board of County Commissioners

From: Sahari McCormick / Sharon Cate, Clerk and Recorder / Deputy Clerk, Clerk & Recorder

Date: June 25, 2024

Item: Retail Liquor License Renewal Applications

Requested Action Motion
Public Hearing: No

I. REQUEST OR ISSUE:

Two liquor stores, Underground Liquor and Pickle Liquors, have submitted applications for the renewal of their retail licenses. The applications are complete, both businesses are in compliance with local zoning regulations, and the Sheriff's Office has performed the required background checks and found no problems with any owners and/or operators.

II. RECOMMENDED ACTION / NEXT STEP:

We recommend individual approval of both applications.

III. FISCAL IMPACTS:

None.

IV. <u>LEGAL ISSUES:</u>

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. <u>ALTERNATIVES:</u>

n/a

about:blank 1/1

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300



Submit to Local Licensing Authority

UNDERGROUND LIQUOR PO BOX 522 Rollinsville CO 80474

Fees Due	
Annual Renewal Application Fee (\$125 Effective July 1, 2023 - June 30, 2024 and \$250.00 for application received by LED on or after July 1st, 2024)	\$
Renewal Fee	437.50
Storage Permit \$100 X	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$437.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.						
Note that the Division will not accept ca	ish.	Paid by check	Uploaded to Movelt on Date			
Licensee Name UNDERGROUND LIQUOR LLC		Paid Online				
Doing Business As Name (DBA) UNDERGROUND LIQUOR						
Liquor License Number	L	icense Type				
03-01653		Retail Liquor Store (count	y)			
Sales Tax License Number E	Expiration Date	9	Due Date			
	08/08/2024		06/24/2024			
Business Address						
Street Address			Phone Number			
15107 HIGHWAY 119			3038885478			
City, State, ZIP Code						
Black Hawk CO 80422						
Mailing Address	Mailing Address					
Street Address						
PO BOX 522						
City, State, ZIP Code						
Rollinsville CO 80474						
Email	- Will think the day of the second		***************************************			
Stephaniemccollum 8	@ gmai	1. com				
Operating Manager	A STATE OF THE STA	Date of Birth				
Stephanie McCollun	1					

O Yes

DR 8	3400 3/22/2024		APPLIC	ANT ID: 258	
	ome Address reet Address	Phone Numb	er		
	83 Jed Smith Rd				
Cit		ZIP Code		***************************************	
[Ward Co	8048	1		
1.	Do you have legal possession of the premises at the street add	ress?	⊘ Yes	O No	
	Are the premises owned or rented? Owned *If rented,	expiration date of lea	ase		
	○ Rented*			· · · · · · · · · · · · · · · · · · ·	
<u> </u>	Are you renewing a storage permit, additional optional premise	e eidowalk			
1.	service area, or related facility?		O Yes	Ø No	
	If yes, please see the table in the upper right hand corner and include all fees due.				
2.	Are you renewing a takeout and/or delivery permit?		O Yes	Ø No	
	(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)				
	If selecting 'Yes', an additional \$11.00 is required to renew the permit.				
	If so, which are you renewing? O Delivery O Takeout	O Both Takeout an	d Delivery		
3.	Since the date of filing of the last application, has the applicant, incommanager, partners, officer, directors, stockholders, members (LLC) members (LLC), or any other person with a 10% orgreater financiathe applicant, been found in final order of a tax agency to be delined payment of any state or local taxes, penalties, or interest related to), managing al interest in quent in the	() Yes	Ø No	
	Since the date of filing of the last application, has the applicant, manager, partners, officer, directors, stockholders, members (LLC members (LLC), or any other person with a 10% or greater finanthe applicant failed to pay any fees or surcharges imposed pursuant 14.0.500.0 R. C.C.	.C), managing cial interest in uant to section	() Yes	(Y) No	
<u></u>	44-3-503, C.R.S.? Since the date of filing of the last application, has there been any cha		<u> </u>	O NO	

interest (new notes, loans, owners, etc.) or organizational structure (addition or

general partners are materially interested.

deletion of officers, directors, managing members or general partners)?

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or

Name (Individual/Business)		
Underground Liquor un		
Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
		202-202-6034
Street Address		
15107 Highway 119		
City	***************************************	State ZIP Code
Black Hawk, Co		CO 8042Z
Printed name of person signing on behalf of the Applica	ant/Licensee	
Stephanie McCollum		
Applicant/Licensee's Signature (Signature authorizing t	the disclosure of confidential tax i	information) Date Signed
Stephanie McGV		6-5-24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300



Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 125
Renewal Fee	312.50
Storage Permit \$100 X	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 437.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all inform	ation below. Re	eturn to city or county	licensing a	uthority by due date.
Note that the Division will not	accept cash.	Paid by check	Uploaded t	o Movelt on Date
		Paid online		
Licensee Name				
Base Camp Brews LLC				
Doing Business As Name (DBA)				
Pickle Liquors				
Liquor License Number	License Type			· · · · · · · · · · · · · · · · · · ·
03-19274	Liquor Store			
Sales Tax License Number	Expiration Date		Due Date	
!	6/15/2024		6/15/2024	
Business Address				
Street Address				Phone Number
611-Highway 46 (2/2)				
City				State ZIP Code
Black Hawk				CO 80422
Mailing Address				
Street Address				
611 H ighway 46				
City State ZIP Code				
Black Hawk				CO 80422
mail				
Legal@retailmgmtinc.com				

<u>Op</u>	erating Manager Date of Birth				
Lis	a Singer				
Н	me Address				
Str	eet Address Phone Number				
ŀ					
Cit					
Bla	ck Hawk CO 80422				
1.	Do you have legal possession of the premises at the street address?				
	Are the premises owned or rented?				
	Rented*				
2.	Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?				
	If yes, please see the table in the upper right hand corner and include all fees due.				
3.	Are you renewing a takeout and/or delivery permit? Yes No				
	(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)				
	If selecting 'Yes', an additional \$11.00 is required to renew the permit.				
	If so, which are you renewing? Delivery Takeout Both Takeout and Delivery				
4.	Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No Since the date of filing of the last application, has the applicant, including its				
	manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				
5.	Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?				
	If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.				

0.	agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?	Yes	✓ No
	If yes, attach a detailed explanation.		
7.	Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.	Yes	✓ No
8.	Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?	Yes	✓ No
	If yes, attach a detailed explanation.		
Aff	irmation & Consent		
l de true	eclare under penalty of perjury in the second degree that this application and all attended, correct and complete to the best of my knowledge.	tachments	s are
Тур	e or Print Name of Applicant/Authorized Agent of Business		
Lisa	a Singer		
Title			
Owi	ner		
Sign	nature	Date (MM/	DD/YY)
Lis	a Singer	06/13/24	
Rep	oort & Approval of City or County Licensing Authority		
the prov	foregoing application has been examined and the premises, business conducted applicant are satisfactory, and we do hereby report that such license, if granted, wisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.	and char ill comply	acter of with the
	al Licensing Authority For		
Title		Attest	
Sign	ature	L Date (MM/E)D/YY)

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AGENDA ITEM

Staff Report

To: Board of County Commissioners

From: Samuel Bower, Administrative Analyst, County Manager's Office

Date: June 25, 2024

Item: Resolution 24-97, Adopting the Gilpin County Digital Accessibility Transition Plan

Requested Action Resolution

Public Hearing: No

I. REQUEST OR ISSUE:

This resolution adopts and approves the Gilpin County Digital Accessibility Transition Plan. This document provides high-level strategic planning for the County to reach its digital accessibility goals as required by State law. The plan was first shared with the Board during their June 4, 2024 Work Session and was subsequently shared with the Senior Leadership Team (SLT) for their review. The plan is now being brought back to the Board for their final consideration with minimal changes.

As part of the new law, we are required to have a plan in place by July 1, 2024.

II. RECOMMENDED ACTION / NEXT STEP:

Approve the resolution.

III. FISCAL IMPACTS:

None.

IV. <u>LEGAL ISSUES:</u>

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. <u>ALTERNATIVES:</u>

The Board may approve the resolution, deny to approve the resolution, approve the resolution with amendments, or table the resolution for consideration at another time.

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BEFORE THE BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, STATE OF COLORADO

ADOPTING THE GILPIN COUNTY DIGITAL ACCESSIBILITY TRANSITION PLAN

WHEREAS, in 2021 Governor Jared Polis signed HB 21-1110 as approved the Colorado General Assembly, which requires local governments to adhere to certain standards to ensure their services, activities, and programs are accessible to individuals with disabilities; and

WHEREAS, in 2023 Governor Jared Polis signed SB 23-244 as approved by the Colorado General Assembly, which further clarified the goals of HB 21-1110 and providing for a rulemaking process by the Office of Information Technology (OIT) and set out a deadline for compliance of July 1, 2024; and

WHEREAS, in 2024 Governor Jared Polis signed HB 24-1454 as approved by the Colorado General Assembly, which provided a one-year grace period for local governments to reach compliance following the July 1, 2024 deadline; and

WHEREAS, in order to be eligible for the one-year grace period and the legal immunity it provides, local governments must demonstrate their good-faith efforts to achieve compliance; and

WHEREAS, in order to demonstrate these good faith efforts, staff within the County Manager's Office, with consultation with the Senior Leadership Team (SLT), has drafted the Gilpin County Digital Accessibility Transition Plan; and

WHEREAS, this transition plan was first shared publicly during the Board of County Commissioners (BoCC) Work Session on June 4, 2024; and

WHEREAS, this transition plan will be regularly updated to continuously demonstrate Gilpin County's good faith efforts as per the terms of the plan.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. That the Boar	rd approves and adopts th	he Gilpin County Digital Accessibility Transition Plan.
ADOPTED this	day of	, 2024, by a vote of to
ATTEST:		BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, COLORADO
Deputy County Clerk		Chair

RECORDING STICKER

RECORDING STICKER

ACKNOWLEDGEMENT

	Notary Public
	Witness my hand and official seal
Susan Berumen, Chair, and Melanie Bleyler, Deputy County (Resolution before me this day of	
COUNTY OF GILPIN)	
)ss.	
STATE OF COLORADO)	



DIGITAL ACCESSIBILITY TRANSITION PLAN

As approved by the Board of County Commissioners on XX/XX/XXXX



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Introduction

Gilpin County (County) is committed to providing equitable access to our services for all members of the public. With 23% of Coloradans presenting with one or more functional disabilities, according to the Centers of Disease Control (CDC), ensuring equal access to the County's digital services is of paramount importance. In accordance with the Colorado Law for Persons with Disabilities (HB21-1110) and the Technology Accessibility Cleanup (SB 23-244), Gilpin County must provide persons with disabilities equal access to County programs, services, and activities, including those programs, services, and activities that are made available through County websites and other online technology. Gilpin County's commitment to digital accessibility goes beyond mere compliance with the law, and we are guided by the following values:

Values

Equality: We strive to ensure that all our residents can access, navigate, and interact with our digital content and services with ease and dignity. Wherever possible, we seek to reduce barriers and enhance access.

Innovation: We embrace the challenge of integrating accessibility in our digital communications, services, and programs. By leveraging technology and best practices, we continuously improve the accessibility of our digital products.

Transparency: We prioritize the diverse needs of our residents and seek to integrate their experiences into our transition plans. We seek feedback from the community to ensure our solutions are practical, effective, and respectful. We actively communicate our efforts to the public in order to build trust and foster a collaborative relationship with the community.

Education: We believe in the power of knowledge and strive to educate staff, partners, and the broader community about the importance of digital accessibility and how best to reach these goals. Through training and advocacy, we a promote a culture of inclusivity and awareness.

Sustainability: Our commitment to digital accessibility is long-term and proactive. We continuously invest in sustainable practices that ensure our digital platforms remain accessible as technology evolves and resident needs change.

Digital accessibility is a multifaceted and complex issue requiring many changes to the County's way of business including to our website, digital documents, public communications, digital applications, and other processes and assets. To that end, the County has drafted the following plan to guide our ongoing efforts to remove accessibility barriers. This document focuses on a long-term strategic approach to digital accessibility, and as such, serves as a high-level planning document and may not fully describe all the tasks, activities, or assets involved in our efforts to enhance digital accessibility. This plan will be

updated according to the schedule contained in the *Compliance Planning and Reporting* section and is complemented by detailed reports as defined in the same section.

Maturity Measures

For each section of this plan, major tasks and target dates are delineated. For each of those major tasks, a maturity level is defined as either *planned*, *resourced*, or *complete*. For reference, each level is defined below:

Planned: No formal policies, processes, or procedures are defined. No staff and/or resources have yet been assigned to pursue the completion of this task in a major way.

Resourced: Policies, processes, or procedures may be formally defined. Staff and/or resources have been assigned to pursue the completion of this task in a major way.

Complete: Task has been completed. Policies, processes, or procedures are formally defined and/or staff are performing tasks in a perpetual fashion. Staff are conducting validations and/or are measuring and tracking results.

Definitions

Information and Communications Technology (ICT): Information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to, computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; web sites; videos; and, electronic documents. The term does not include any equipment that contains embedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. However, if the embedded information technology has an externally available web or computer interface, that interface is considered ICT. For example, Heating, Ventilation, and Air Conditioning (HVAC) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation are not considered information technology.

Web Content Accessibility Guidelines (WCAG): A set of guidelines published by the World Wide Web Consortium (W₃C) that outlines certain standards for web content accessibility. These guidelines are internationally recognized and address common accessibility barriers such as keyboard navigation, color contrast, and semantic HTML markup for use by screen readers. State and Federal law requires that all counties in Colorado adhere to the latest WCAG standards at Level AA as defined.

8 CCR 1501-11 Technology Accessibility Rules: Rules established by the Chief Information Officer in the Colorado Office of Information Technology (OIT) as per C.R.S. 24-37.5-106 (4) and C.R.S. 24-85-103. These rules govern accessibility standards for an individual with a disability for information technology systems employed by any political subdivision of the State of Colorado.

Reasonable Accommodation: As it pertains to ICT, reasonable accommodation is a modification or adjustment to a program, service, activity, job, or the work environment that will enable an individual

with a disability to participate in the program, service, activity, application process, or to perform essential job functions.

Reasonable Modification: As it pertains to ICT, reasonable modification is a modification in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability.

Conforming Alternate Version: An alternate version of ICT that delivers a service, program, or activity, or information of the same, that:

- 1. Conforms at the designated level;
- 2. Provides all of the same information and functionality in the same human language;
- 3. Is as up-to-date as the non-conforming content;
- 4. For which at least one of the following is true:
 - a. The conforming version can be reached from the non-conforming page via an accessibility-supported mechanism, or
 - b. The non-conforming version can only be reached from the conforming version, or
 - c. The non-conforming version can only be reached from a conforming page that also provides a mechanism to reach the conforming version.



Overview of State and Federal Requirements

The following sections provide a brief summary of the digital accessibility standards as required by State law as well as the associated duties and obligations of the County.

HB 21-1110, Colorado Law For Persons With Disabilities

As approved by the Colorado General Assembly and signed by Governor Jared Polis, HB 21-1110 makes it a civil rights violation to exclude individuals with disabilities from participation in or being denied the benefits of services, programs, or activities provided by any Colorado government entity.

SB 23-244, Technology Accessibility Cleanup

As approved by the Colorado General Assembly and signed by Governor Jared Polis, SB 23-244 expands on HB 21-1110 in order to provide greater clarity for digital accessibility standards. Under C.R.S. 23-85-101, the State Office of Information Technology (OIT) possesses the authority to establish statewide digital accessibility standards. In response, OIT released 8 CCR 1501-11 in 2024, which delineates in detail the digital accessibility standards to which the County must comply. These rules, along with a plain language guide, are available at: 8 CCR 1501-11 Technology Accessibility Rules.

The County is required to meet the standards in all ICT, internally facing and externally facing, delineated in the above rules by July 1, 2024, or otherwise provide a good-faith plan to address any digital accessibility shortcomings. However, such good-faith measures do not provide immunity to the County from any potential litigation or state-levied fines as the result of non-compliance following the grace period ending on July 1, 2025, as described below.

HB 24-1454, Grace Period Noncompliance Digital Accessibility

As approved by the Colorado General Assembly and signed by Governor Jared Polis, HB 21-1454 provides for a one-year grace period for State agencies and local governments to comply with the standards established under HB 21-1110. This grace period provides immunity from liability for the County so long as good-faith efforts towards compliance with the OIT rules can be demonstrated.

This plan, along with the reporting provided under the *Compliance Planning and Reporting* section of this document, provides for the primary evidence of good-faith efforts to address digital accessibility barriers by Gilpin County.

Exemptions

While Gilpin County is committed to providing equal access to all people, there may be instances where full compliance with all accessibility standards in all cases may not be met. In these cases, State law provides a number of exemptions. They include:

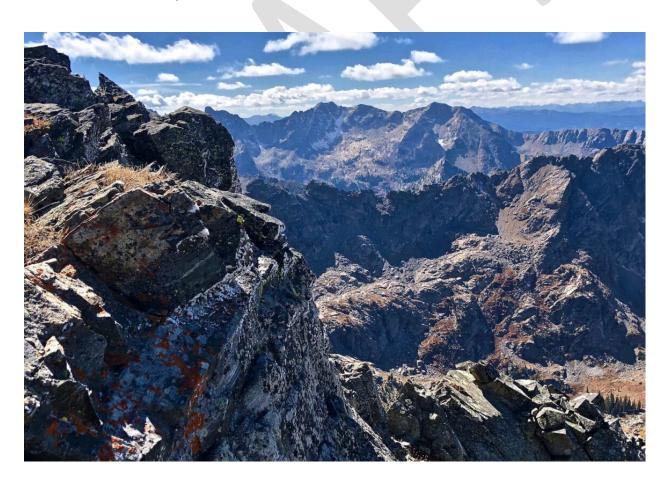
- Undue Burden: Implementing certain accessibility measures may pose an unreasonable financial, technical, or administrative burden on the County's limited resources, potentially impacting the County's ability to deliver essential services effectively.
- 2. **Fundamental Alteration**: Strict adherence to all accessibility standards in all cases could fundamentally change the nature of some of the County's programs, services, or activities thus rendering them infeasible or ineffective.
- 3. **Direct Threat**: In rare cases, full accessibility might pose a direct threat to the health or safety of individuals, requiring specific risk assessments and alternative solutions.

When such exemptions are made apparent, Gilpin County will:

- Demonstrate the burden or risk: The County will transparently explain the specific reasons
 why full compliance is not achievable in a particular instance on the accessibility page of the
 County website as described in County policy.
- 2. Explore alternative solutions: The County will actively seek alternative accessible means, reasonable accommodations, or reasonable modifications that effectively address accessibility needs that do not result in undue burden, fundamental alteration, or direct threat. Such alternative accessible means may include providing alternate formats of information, alternative communication methods, or accessible technology solutions. Alternative accessible means should not be used as a default option and will only be pursued with the presence of the above exemptions.

28 CFR Part 35, Americans with Disabilities Act (ADA) Nondiscrimination on the Basis of Disability in State and Local Government Services

In April of 2024, the Department of Justice released its final rule to revise the regulation implementing Title II of the ADA to establish specific requirements for digital accessibility in local and state government services. As per the final rule released, Gilpin County will need to be compliant with Federal standards no later than April 26, 2027.



Funding Priorities

In order to successfully meet the digital accessibility goals outlined in this document, certain funding priorities will need to be ensured. The below priorities do not create funding obligations per se, but are intended to guide leadership as they plan, discuss, and ultimately approve a budget for the 2025 Fiscal Year.

ltem	Amount	Frequency	Department
Automatic Website Scanning	\$1,500 est.	Annual	County Mgr.
PDF Remediation Software	TBD	Annual	County Mgr.
Accessibility Training Suite	\$2,500 est.	Annual	HR
Web Content Remediation	\$6,500 est.	One-Time	County Mgr.
Accessibility Certifications	\$7 , 000 est.	Annual	HR
Digital Access. Consulting	\$40,000 est.	One-Time	County Mgr.
Line for Non-Compliance Fines	\$20 , 000 est.	One-Time	County Com.



Accessibility Statement and Public Communications

In order to reach the highest standard of accessibility, it will be critical for the County to proactively develop feedback mechanisms for use by the public. Such mechanisms will ensure that barriers to accessibility are quickly identified and resolved. Additionally, digital accessibility standards for public communication will need to be communicated to staff and implemented into policy and planning documents.

Major Tasks and Target Dates:
□ Planned 7/1/24 – Develop and publish an accessibility statement for the Gilpin County website.
□ Planned 7/1/24 – Develop a permanent mechanism for the public to provide feedback on accessibility issues, request reasonable accommodations or reasonable modifications, and identify accessibility barriers.
□ Planned 8/1/24 – Create and distribute a survey soliciting feedback from the public at large on how the County can best meet its accessibility goals.
□ Resourced 12/31/24 – Draft and approve a Communications Plan that includes specific considerations for digital accessibility.

Accessibility Statement

As per HB 21-1110, counties in Colorado must publish an accessibility statement on their official websites. Below is Gilpin County's website accessibility statement in its entirety:

"Digital Accessibility Accommodation Form [linkTBD]

Gilpin County is committed to providing equitable access to our services to all community members. Our ongoing accessibility effort works toward being in line with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria as published by the Worldwide Web Consortium. These guidelines not only help make technology accessible to users with sensory, cognitive, and mobility disabilities, but ultimately to all users, regardless of ability.

We welcome comments on how to improve our technology's accessibility for users with disabilities and for requests for accommodation or modifications to any of our digital services. Upon notice, the County will make all reasonable changes to policies, programs, and digital services to ensure that all residents have an equal opportunity to enjoy the programs and services the County offers.

If you need assistance with a website function or wish to request a reasonable accommodation or reasonable modification, please complete the Digital Accessibility Accommodation Form [link].

Alternatively, you may email access@gilpincounty.org or call the Administrative Assistant to the Board of

County Commissioners at (303) 515-4343, Monday through Thursday 7:30 a.m. to 5:30 p.m., to request assistance. As part of your request please include:

- 1. Name of the person initiating the request or identifying the issue
- 2. Address
- 3. Phone number
- 4. A complete description of the specific request or issue.
- 5. Program or location of the issue on the website or digital service.

Auxiliary aids and services are available at all of our locations open to the public. Anyone who requires an auxiliary aid or service for effective communication, or modification of policies or procedures to participate in a program, service, or activity of the County should call the Administrative Assistant to the Board of County Commissioners at (303) 515-4343, Monday through Thursday 7:30 a.m. to 5:30 p.m., and at least 48 hours in advance of a scheduled event, to request assistance.

An accommodation is a reasonable modification or adjustment that enables a qualified person with a disability to enjoy the same access to services, activities, and programs that are enjoyed by persons without disabilities."

Feedback Mechanisms

In addition to the above accessibility statement, the County will develop various feedback mechanisms for the public to weigh in on accessibility issues, request reasonable accommodation or reasonable modification, or to identify accessibility barriers. This effort will include a dedicated email address (access@gilpincounty.org), changes to the County's phone-based auto-attendant, and an online form. Additionally, in 2025, the County will develop and distribute a survey requesting greater feedback on how the County can better meet its accessibility goals.

Public Communications

As a relatively small county, many members of staff are regularly engaged in public communications through social media and the Gilpin County website. In order to ensure that all public communications via digital channels remain in compliance with applicable standards, changes in policy will need to be made as described in the *Governance, Roles, and Responsibilities* section below, changes to various roles and their responsibilities will need to be made as described in the same section, and training and certifications will need to be conducted as described in the *Skills and Training* section below. In addition to these changes, the County will regularly share full accessibility reports and summaries on social media and the County website, as further described in the *Compliance Planning and Reporting* section below, to ensure the public remains fully apprised of the County's good faith efforts towards improving digital accessibility.

Governance, Roles, and Responsibilities

To positively affect initial changes and ensure ongoing compliance, the County will engage in several initiatives to properly control and govern the implementation of accessibility concerns into the County's business practices.

Major Tasks and Target Dates:
□ Resourced 8/1/24 – Form and provide initial responsibilities for a Digital Content Committee to facilitate the County's accessibility goals.
□ Resourced 8/1/24 – Draft and implement various policy changes including a new accessibility policy and changes to extant policies.
☐ Planned 3/1/25 – Develop procedures and documentation for the use of exemptions where it is impractical or infeasible to implement accessibility standards.
☐ Planned 10/1/24 – Identify select positions to serve as Digital Accessibility Coordinators for the organization and make associated changes to job descriptions.
☐ Planned 11/1/24 – Develop and implement tools for the tracking of digital accessibility issues to assist in remediation, planning, and reporting purposes

Digital Content Committee

In order to facilitate updates to County digital infrastructure and ensure ongoing compliance with accessibility standards, the County Manager's Office will create and staff a Digital Content Committee. This committee will be filled by representatives from a large swath, though not necessarily all, departments. The committee will meet regularly to discuss accessibility issues and will be responsible for conducting annual audits as described in the Evaluation and Remediation section of this plan. This committee will replace and build off of the framework developed by the Website Committee under the Website Policy, P-12, with expanded responsibilities.

Policy Changes

The Digital Content Committee in conjunction with the County Manager's Office and the County Attorney's Office will develop a digital accessibility policy. This policy will codify many of the goals of this plan by providing guidelines, workflows, and processes for social media, published documents, video, graphic design, and the County website to ensure compliance with the latest version of the WCAG at Level AA and other standards as defined State and Federal law. This policy will also set out various roles and responsibilities for digital accessibility in and amongst the various departments.

The County website and social media accounts serve as a critical point-of-contact and point-of-service for the public seeking services, programs, and activities. As such, ongoing compliance with the latest WCAG at Level AA is critical to ensuring that County maintains the highest digital accessibility

standards. To that end, the Gilpin County Website Policy, P-12, will need to be updated to include accessibility considerations. Such changes will ensure that ongoing website edits and additions remain in compliance with WCAG standards. The County will also adopt a new social media policy to ensure that certain accessibility standards are met when posting from official County social media accounts.

In addition to the above, changes will need to be made to the County's Procurement Policy, P-1, and Contract Management Policy, P-17. These changes are described in detail in the *Procurement and Vendor Management* section below.

Digital Accessibility Coordinators

In order to ensure the County possesses the necessary expertise to make good on its digital accessibility promises, a select number of positions will be identified as Digital Accessibility Coordinators. These roles will serve as the primary points of contact and points of service for digital accessibility across the organization. In order to ensure that these roles are able to successfully navigate these new responsibilities, training will be made available as described in detail in the *Skills and Training* section of this document. In order to ensure ongoing competencies, the job descriptions of these select positions will be updated to reflect new digital accessibility responsibilities and to provide preference for appropriate certifications.

Digital Accessibility Issue Tracking

As the County continues to improve upon its digital accessibility, the tracking of accessibility issues both new and old will prove invaluable. A centralized tracker will ensure that no issues "slip through the cracks" and that they are addressed in a prompt and effective way. Such data will also greatly assist planning and reporting efforts as described in the *Compliance Planning and Reporting* section of this document.



Evaluation and Remediation

All digital products utilized by members of the public to access or apply for services, by staff for internal work processes, and by staff for public communication purposes will need to be identified. This comprehensive list will serve to guide remediation efforts in a manner that ensures total compliance with State law.

Major Tasks and Target Dates:
☑ Complete 7/1/24 – Procure and distribute software to staff for the remediation of PDF documents and the drafting of accessible documents.
☑ Complete 4/1/24 – Arrange for a third-party audit of the County website to identify failure points as defined by the WCAG 2.1 at Level AA.
☑ Complete 6/1/24 – Following the third-party audit of the County website, correct any failure points.
☐ Resourced 10/1/24 – Develop comprehensive inventory of County ICT.
□ Resourced 7/1/24 − Create a comprehensive inventory of County web pages and documents to include a determination of applicable exemptions.
☐ Planned 7/1/25 – Remediate or remove all web pages and documents that do not meet an exemption.
☐ Planned 3/1/25 – Develop a maintenance timeline and procure an automated scanning service for ongoing audit and remediation of digital content.
☐ Planned 10/1/24 – Estimate hours for remediation of web pages and web documents and determine exemptions.
☐ Resourced 7/1/25 – Remediate items that do not meet an exemption.

Procure PDF Remediation Software

The Gilpin County website often links to PDF documents to provide information to the public. While the County encourages staff to display information directly on the website whenever possible, there are times where a PDF displayed in the browser is preferable. In those use cases, accessible PDFs generated via Adobe Acrobat or Microsoft Word will be required. To that end, the County has procured and distributed the CommonLook software package, which enables document remediation, to relevant staff. For 2024, these licenses were acquired via a grant provided by SIPA, but use of Commonlook or a

similar software in future years will require an associated allocation of funds as described in the *Funding Priorities* section.

Third-Party Audit of County Website

To ensure that the Gilpin County website is able to meet accessibility standards under the WCAG at Level AA, funds were allocated under the 2024 Annual Budget for a third-party audit of the website. After the normal procurement process was conducted, AccessibleWeb Inc. of Burlington, VT was awarded a contract to conduct the audit. Through this process, AccessibleWeb examined a number of templates that utilized all the various types of web elements present on the County website, but not did not necessarily identify each specific web element itself. This audit was completed in Q2 of 2024.

Remediation of County Website

In order to remain cost-effective, staff remediated the failure points identified in the audit conducted by AccessibleWeb. Care was taken to identify each specific web element of a type that failed inspection, though until a full inventory of County pages is developed as outlined below, we cannot guarantee that the website is in full compliance. Some points were unable to be corrected by staff as they existed on the back-end and were only able to be addressed by the Statewide Internet Portal Authority (SIPA) and their website servicer, Tyler Technologies. Both SIPA and Tyler Technologies are aware of these failure points and have communicated to staff their intention to bring them under applicable standards.

ICT Inventory

In order to ensure that all ICT is meeting applicable accessibility standards under the latest WCAG at Level AA and other standards as defined by State and Federal law, the County will need to develop a comprehensive list of all ICT used both internally and externally. This list will serve to define the scope of the County's efforts towards ICT and will serve as an invaluable asset as the County progresses towards its accessibility goals.

Web-Based Document Inventory and Remediation

In addition to all the web pages that may require remediation, the County website also contains a number of PDF documents. For these pages and documents to reach compliance, a comprehensive inventory of all web pages and web-based documents will need to be generated by staff. This inventory will serve as a guide for staff to identify and remove or remediate web pages and web-based documents on the website. Generally, staff will be encouraged to build content directly onto web pages wherever possible.

Documents include, but are not limited to: meeting agendas, public notices, forms, and applications. Additionally, to ensure ongoing compliance, any new web pages and public-facing documents will need to be created with accessibility in mind so far as they meet the latest WCAG standards, and any other standards as outlined in State and Federal law. More details on software and training to achieve this are shown in the *Funding Priorities* and *Skills and Training* section.

Maintenance Timeline

Quarterly, the Digital Content Committee will conduct an accessibility audit for all public facing websites, web-based documents, and interactive devices such as kiosks and digital information boards. This audit will include both manual efforts and automatic scanning procured from a third-party. All ICT that has been identified as failing to meet accessibility standards will be flagged and assigned to

committee members for remediation. Status of items requiring remediation will be posted publicly on the County website and updated every quarter.

Skills and Training

Once compliance with State law is achieved, regular training will be necessary to ensure that all ICT utilized by the County remains in compliance. Training of all staff that utilize ICT for communication with the public and staff will be critical to ensure ongoing compliance. Skill development will result in the implementation of accessible digital content at initial stages and reduce evaluation and remediation costs as well as limit liability risk.

Ma	jor Tasks and Target Dates:
_	Planned 3/1/25 – Procure an online training regime for all staff involved in the creation of documents or use of ICT and additional training for staff involved in the creation and distribution of public-facing documents and ICT.
0	Planned 7/1/25 – Prepare an in-house repository of resources on digital content accessibility for reference and use by staff.
	Planned 7/1/25 – Provide for the certification of Digital Accessibility Coordinators, as identified under Governance , Roles , and Responsibilities in digital content accessibility and remediation.
0	Planned 12/31/24 — Set individual accessibility goals and track progress through annual performance reviews under select positions.

Online Learning

The County is committed to implementing an effective online training regime for staff. Online training will be made available by the Human Resources (HR) Department for staff to take through onboarding and via annual sessions. This will include training for all public-facing employees or employees engaged in public-facing communications. Additional training will be made available for software applications the County may utilize in the creation or remediation of documents, presentations, and other materials. Such online training may include:

- W3c, Digital Accessibility Foundations
- 2. Rocky Mountain ADA Center, Accessible Social Media
- 3. Rocky Mountain ADA Center, Document Accessibility
- 4. Rocky Mountain ADA Center, Presentation Accessibility
- 5. Rocky Mountain ADA Center, WCAG
- 6. Rocky Mountain ADA Center, Introduction to Assistive Technology

Resources and Assistance

The County will develop a repository of resources for access by staff to include recordings of previous trainings, example materials, training materials, outside resources, plain language guides, checklists etc. to ensure that staff has all the resources necessary to meet full compliance with digital accessibility standards.

Certification for Select Staff

The County will provide certification for several employees as deemed necessary through policy discussions to serve as key individuals in the organization to assist in all matters of digital accessibility. Such certifications may include:

- International Association of Accessibility Professionals (IAAP), Certified Professional in Accessibility Core Competencies (CPACC)
- 2. W₃C, Front-End Web Developer Professional Certificate
- 3. IAAP, Web Accessibility Specialist (WAS)
- 4. IAAP, Accessible Document Specialist (ADS)
- 5. IAAP, Certified Professional in Web Accessibility (CPWA)
- 6. Texas Digital Learning Association (TxDLA), Digital Accessibility Certification Program
- 7. <u>Udemy, Web Design Accessibility Certificate</u>
- 8. <u>LinkedIn, Digital Accessibility for the Modern Workplace</u>

Integration into Performance Reviews

Given that State accessibility standards will impact many aspects of County business and in that process disrupt legacy methods utilized by staff, integrating accessibility considerations into performance reviews will be an important tool to ensure compliance. While the Digital Accessibility Coordinators, as identified in the *Governance, Roles, and Responsibilities* section, will serve as resident experts providing assistance to all staff, many more will be involved in the creation of accessible digital content. As such, accessibility centered goals integrated into the annual reviews of all staff involved in the creation of digital content will be a critical tool in reaching the County's accessibility goals.



Compliance Planning and Reporting

In order to monitor, document, and communicate the County's ongoing commitment to improve digital accessibility, the County will develop and update this plan as well as provide regular reports on progress. These considerations are important for internal planning, public communication, and compliance with applicable laws.

Major Tasks and Target Dates:
☑ Complete 6/11/24 – Draft and approve an accessibility plan to guide internal planning and implementation efforts for digital accessibility.
□ Planned 1/31/26 – For calendar years 2024 and 2025 and starting with Quarter 3 2024, the County will prepare quarterly accessibility reports and make them available publicly.
□ Planned 1/31/26 – For calendar years 2024 and 2025 and starting with Quarter 3, 2024, the County will update this plan quarterly and make the updated plan available publicly.
☐ Planned X/X/XX – For calendar years 2026 and onward, the County will prepare annual accessibility reports and make them available publicly.
☐ Planned X/X/XX For calendar years 2026 and onward, the County will update this plan annually and make the updated plan available publicly.

Accessibility Plan

The County has developed this plan as the first step in its reporting and monitoring of digital accessibility issues. For the calendar years of 2024 and 2025 and starting with Quarter 3, 2024, the County will update this plan on a quarterly basis to document progress on the goals contained herein, to update or add goals or provisions, and to document any large-scale corrective actions taken not previously documented in this plan. Starting in 2026, the County will update this plan annually to remain in compliance with any updated standards or updated ICT providing services, programs, or activities. All plans will be approved by the Board of County Commissioners (BoCC) and presented at a BoCC public meeting. The County will make all good-faith efforts to stay apprised of the best accessibility requirements to ensure internal policies, procedures, and training regimes are following the most up-to-date and best practices. This will include outreach to other government agencies and organizations to share resources and best practices for improving digital accessibility as described in the *Regional Collaboration and Planning* section below.

Reporting

Throughout the initial ramp-up of testing and remediation and forward toward ongoing compliance, the County will provide regular reporting of its good-faith efforts to achieve the broadest possible

digital accessibility. For the calendar years of 2024 and 2025 and starting with Quarter 3, 2024, the County will prepare quarterly accessibility reports. Starting in 2026, the County will prepare annual accessibility reports. All reports will be approved by the BoCC and presented at a BoCC public meeting. These reports will include all corrective actions taken, all reasonable accommodations provided, all reasonable modifications provided, all requests for reasonable accommodations or modifications, all public feedback received via official channels, all staff feedback received, and any other details, documents, or other information as deemed relevant and necessary.

Procurement and Vendor Management

Gilpin County staff purchasing ICT services via third-party contractors are responsible for ensuring that vendors are both aware of the accessibility requirements under State and Federal Law and that vendors provide affirmation of their ability to meet these standards both through any proposals received by the County and through any contractual agreement between the vendor and the County. The implementation procedures published under this plan will identify resources, strategies, and guidelines for securing the greatest level of conformance to the standards provided under State and Federal law by third-party vendors. Where possible, the County will adopt policies and negotiating tactics to ensure third-party vendors providing ICT to the County are meeting all accessibility standards.

Major Tasks and Target Dates:

- Resourced | 8/1/24 Reach out to third-party contractors to inquire about compliance with State accessibility standards, negotiate contract addendums if necessary, and/or give notice of intent to terminate following the contract period if necessary.
- □ Planned | 11/1/24 Update the Procurement Policy, P-1, to include considerations for accessible ICT.
- □ Planned | 8/1/24 Update the Contract Management Policy, P-17, to include considerations for accessible ICT.

Policy Changes

To ensure ongoing compliance with accessibility standards, the County will update the Procurement Policy, P-1, and the Contract Management Policy, P-17, as appropriate, to include the following considerations.

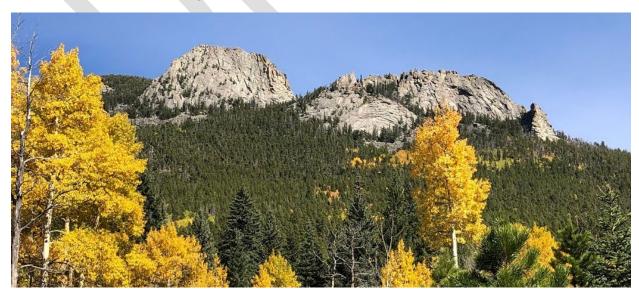
- All Request-for-Proposals (RFP) must include requirements for vendors offering ICT through a
 web-based platform to be compliant with the most recent WCAG standards at Level AA and all
 other standards as defined in State and Federal law.
- 2. Evaluation criteria for proposals received from vendors offering ICT via an RFP process must include considerations for accessibility standards.

- 3. All third-party vendors contracting with the County to provide ICT will be required to conduct accessibility testing on their digital services to ensure they meet the most recent WCAG standards at Level AA and all other standards as defined in State and Federal law.
- 4. All contracts with third-party vendors providing ICT to the County will be required to include provisions for addressing accessibility issues that may arise during the contract term including steps for remediation.
- 5. Gilpin County will ensure that third-party vendors remain in compliance with the appropriate accessibility standards on an on-going basis by taking such actions as withholding payment or terminating contracts in the event of non-compliance.
- 6. All contracts with third-party vendors providing ICT to the County will be required to include an accessibility statement on any webpage hosted for provision of county services, programs, or activities. Such statement will provide a method by which members of the public may request reasonable accommodation or reasonable modification and report digital accessibility issues.

Compliance for Outside Consultants

From time to time, the County may contract with outside consultants to provide planning or policy documents. The County often wishes to share these documents widely with the public, and as such, will need to ensure that such documents are compliant with accessibility standards.

- All outside consultants preparing and providing documents to the County will need to ensure they meet the latest WCAG standards at Level AA and all other standards as defined in State and Federal law.
- 2. All outside consultants preparing and providing documents to the County will need to ensure they meet other standards as determined by State and Federal law. This includes, but is not limited to, appropriately tagged content, lists, and alternative text for non-text content.
- 3. All outside consultants will provide for an accessibility review of their documents by a third-party. A copy of the review will be provided to the County upon delivery of the work product.
- 4. Gilpin County will ensure that third-party consultants providing documents as part of a work product are compliant as verified by a third-party by taking such actions as withholding payment or terminating contracts in the event of non-compliance.



Regional Collaboration and Planning

In order to share resources, insights, and enhance collaboration, Gilpin County will strive to work closely with regional partners to enhance digital accessibility. While the County welcomes cooperation with entities across the State, our efforts focus on those located in the Peak-to-Peak region and the State agencies focused on digital accessibility such as OIT and the Statewide Internet Portal Authority (SIPA).

Major Tasks and Target Dates:
□ Planned X/X/XX – Reach out to regional partners for interest in forming a digital accessibility working group.
□ Planned 7/1/25 – Work with partners at the State on accessibility issues, seek out available resources, and attend accessibility related conferences and webinars.

Regional Digital Accessibility Working Group

As a small county with limited resources, leveraging regional partnerships will be vital to our ongoing efforts toward improving digital accessibility. Regional cooperation will enable the County to be more efficient with our limited capacity by sharing resources, information, and strategies. For this reason, a regional working group will enable Gilpin County to better reach all the various goals outlined in this plan. Potential partners include:

- The City of Black Hawk
- The City of Central
- The Town of Nederland
- Clear Creek County
- Jefferson County
- Gilpin County School District (GCSD)
- Boulder Valley School District (BVSD)
- The Denver Regional Council of Governments (DRCOG)
- Colorado Counties Incorporated (CCI)
- Counties & Commissioners Acting Together (CCAT)
- Rocky Mountain ADA Center

State Resources Engagement

The State of Colorado offers a number of resources for local governments to utilize as they work towards making their digital assets more accessible. In particular, staff will utilize those resources made available by the State OIT and SIPA offices. Such resources available include:

- OIT
 - o Regular Website Updates
 - Accessibility Newsletter
 - Accessibility Website Toolkit

- SIPA
 - Newsletter
 - Micro-Grant Program

Conclusion

Gilpin County's commitment to digital accessibility is not just about compliance with the law but is a reflection of our dedication to serving all residents equitably. Recognizing that 23% of Coloradans live with one or more functional disabilities, we are resolved to ensure our digital services are accessible to everyone. This strategic plan outlines our approach to removing barriers and enhancing accessibility across our website, digital documents, public communications, and applications.

This plan is necessarily dynamic and will evolve as we continue to learn and adapt to new accessibility standards and technologies. We will regularly update this document as detailed in the *Compliance Planning and Reporting* section, ensuring that our efforts remain relevant and effective. Through continuous evaluation, remediation, skills training, and collaboration with regional partners, we aim to foster an inclusive digital environment that empowers all our residents.

Regular reporting will ensure the public may stay apprised of our ongoing efforts toward enhancing digital accessibility. Gilpin County invites all stakeholders, including residents, employees, and vendors, to join us in sharing their thoughts on how the County can proceed on this important endeavor.



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AGENDA ITEM

Staff Report

To: Board of County Commissioners

From: Chanda Johnson, HR Director, Human Resources

Date: June 25, 2024

Item: Resolution 24-89, Authorizing the Approval to Adopt the Hiring & Retention Incentive Policy

Requested Action Resolution

Public Hearing: No

I. REQUEST OR ISSUE:

Gilpin County is committed to achieving workforce optimization and reaching ideal staffing numbers to efficiently serve its residents. The establishment of a Hiring & Retention Incentive Policy is a critical step towards reinforcing these efforts. Currently, numerous vital yet hard-to-fill positions remain vacant, which also hold significance for community safety. The implementation of this policy aims to attract new team members and offer rewards to existing employees who are shouldering additional responsibilities due to the staffing shortfall.

II. RECOMMENDED ACTION / NEXT STEP:

The team advises the adoption of the suggested policy to further support our staff, departments, and the organization as a whole.

III. FISCAL IMPACTS:

Yes. Yes. The implementation of the program would have immediate financial impacts for approved positions.

IV. <u>LEGAL ISSUES:</u>

Yes. Yes. We request review by the legal team to ensure their are no concerns.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. ALTERNATIVES:

1. Adopt the policy. 2. Propose adoption of the policy with changes. 3. Revisit at a later time.

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BEFORE THE BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, STATE OF COLORADO

Authorizing the Adoption of the Hiring & Retention Incentive Policy

WHEREAS, the Board of County Commissioners strategic priorities include workforce optimization goals to achieve 95% staffing levels of all positions; and

WHEREAS, those workforce optimization goals include finding three qualified candidates for every job opening within 30 days of posting; and

WHEREAS, the hiring and retention incentive program applies to all departments, dependent on difficulty in recruitment and safety sensitive nature of the position; and

WHEREAS, hiring bonuses assist in attracting talent; and

WHEREAS, retention bonuses aid in morale and in reducing turnover.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

- 1. Authorize the Human Resources Department to support workforce optimization with the Hiring & Retention Incentive Program by:
 - a. Providing monetary incentive to candidates in critical hard to fill positions that are categorized as safety sensitive.
 - b. Provide a monetary incentive for those already serving in the same job title and job description or directly supervising the position (excluding department heads / elected officials)
 - c. Authorizing the program to begin effective July 1, 2024 with the first potential hiring & retention incentive payments made in the proceeding pay period.
- 2. Authorize the continued use of the program with a five-year evaluation starting in 2029.
- 3. Authorize the approval of the program with the understanding that the Board of County Commissioners may, at any time, if financial limitations arise or if new legal or regulatory measures are incompatible with the policy, discontinue its use.

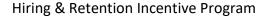
ADOPTED this day of	, 2024, by a vote of to
ATTEST:	BOARD OF COUNTY COMMISSIONERS COUNTY OF GILPIN, COLORADO
Deputy County Clerk	 Chair

RECORDING STICKER

RECORDING STICKER

ACKNOWLEDGEMENT

	Notary Public
	Witness my hand and official seal
Susan Berumen, Chair, and Melanie Bleyler, Deputy County Cle Resolution before me this day of	
COUNTY OF GILPIN)	
)ss.	
STATE OF COLORADO)	





Document Number: P - 19

Document Name: Hiring & Retention Incentive Program

Effective Date:

Document Status: Pending

Authority: Board of County Commissioners

Purpose: To establish a policy for hiring and retention Incentives.

1.0 Applicable Departments

1.1 The hiring and retention incentive program applies to all departments, dependent on difficulty in recruitment and safety sensitive nature of the position.

2.0 Purpose

- 2.1 To provide a monetary incentive to candidates for applying for and filling critical hard to fill positions that are categorized as safety sensitive.
- 2.2 To provide an incentive to support a critical need in recruitment activities which are known to increase loyalty, improve morale, and promote continuity for the organization.
- 2.3 To provide a monetary incentive for those already serving in the same job title and job description or directly supervising the position (with the exclusion of a department head / elected official), so as to promote equity and to offset for the additional work burden for covering for duties caused by the open position(s).

3.0 Procedure

- 3.1 To be eligible for the hiring incentive the position must be:
 - 3.1.1 Open and advertised for over 12-months from the time of first posting; and
 - 3.1.2 Safety Sensitive means critical to the safety and security of others' wellbeing, while expected to be available and respond in a timely manner for emergencies, even during adverse work conditions when most other positions are not required to work, with moderate or greater frequency; and
 - 3.1.3 Be approved by the subject department head/official and County Manager as being a critical need to the County operations; and
 - 3.1.4 The direct supervisor of the subject position must attend an in person Human Resources supported management training course which is at least 8 hours or longer; and
 - 3.1.5 If the position has been filled for a short period of time (four months or less) which is later vacated, the position may remain eligible; and

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Document Owner: HR Department Original Date: 2/18/2024



- 3.1.6 The total incentive amount must be budgeted annually; and
- 3.1.7 The position must be budgeted 20 hour or more per week.
- 3.2 To be eligible for the retention incentive the employee must:
 - 3.2.1 Has not tendered their resignation notice; and
 - 3.2.2 Must be regularly scheduled to work a minimum of 20 hours per week; and
 - 3.2.3 Must be performing at a satisfactory level without any verbal or written warnings within 6-months of the incentive payout; and
 - 3.2.4 To be eligible for the retention incentive the position the employee holds must be eligible under section 3.1.
- 3.3 Existing employees full-time, part-time, seasonal or temporary who transfer into a retention incentive qualified position will be eligible for the incentive.
- 3.4 Existing employees who are already serving in the same job title and job description are eligible to earn the retention incentive, regardless of their length of employment with the County, as long as the vacancy remains open. Similar roles are disqualified with the exception of career progression roles, i.e. Custodian I and II, Maintenance Technician I and II, and Emergency Communications Dispatcher I and II.
- 3.5 Direct supervisors of a qualified position, excluding department heads and elected officials, are eligible for the retention incentive irrespective of their tenure with the County, provided the position remains vacant.
- 3.6 When no vacancies for the subject similar hard to fill position(s) remain, the retention incentives will end 6-months following that date.
- 3.7 Only candidates who meet the essential qualifications for the position will be considered for the position.
- 3.8 All candidates will be evaluated for the position, consistent with Gilpin County policies and procedures.
- 3.9 All information regarding the hiring decision will remain strictly confidential.
- 3.10 The candidate/new hire, transfer or promotion must still be employed by Gilpin County to receive payment.
- 3.11 Any disputes or interpretations of the program will be resolved by the County Manager.
- 3.12 Employees are not eligible for both a hiring and retention incentive, at the same time
- 3.13 If a position remains vacant for 24 or greater months, an outside investigation will be conducted to determine the cause for the systemic vacancy.
- 3.14 The vacancy start date for this policy will be July 1, 2023.

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- 3.15 The policy will undergo a systematic evaluation every five (5) years to assess its ongoing viability starting in 2029.
- 3.16 The Board of County Commissioners reserves the right to discontinue the policy at any time if financial limitations arise or if new legal or regulatory measures are incompatible with the policy.

4.0 Compensation:

Incentive paid will be based on the months serving in that role which could include crossing over in Incentive tiers.

- 4.1 Qualified Positions Vacant 12 19 months
 - 4.1.1 Hiring Incentive will be paid to the new employee as follows:
 - 4.1.1.1 30-days from the start of employment \$1,000
 - 4.1.1.2 6-months from the start of employment \$2,500
- 4.2 Qualified Positions Vacant 20 26 months
 - 4.2.1 Hiring Incentive will be paid to the new employee as follows:
 - 4.2.1.1 30-days from the start of employment \$2,000
 - 4.2.1.2 6-months from the start of employment \$5,000
- 4.3 Qualified Positions Vacant 27 or greater months Hiring Incentive
 - 4.3.1 Hiring Incentive will be paid to the employee as follows:
 - 4.3.1.1 30-days from the start of employment \$3,000
 - 4.3.1.2 6-months from the start of employment \$10,000
- 4.4 Retention Incentive payment will be paid to the employee as follows:
 - 4.4.1 If a position with the same job title and description remains open 12 19 months
 - 4.4.1.1 Upon the inception of the position incentive eligibility approval date \$2,500
 - 4.4.1.1.1 Retention Incentive will be proportionally paid over the subsequent four pay periods
 - 4.4.2 If a position with the same job title and description remains open 20 26 months
 - 4.4.2.1 Upon the inception of the position incentive eligibility approval date \$5,000
 - 4.4.2.1.1 Retention Incentive will be proportionally paid over the subsequent four pay periods
 - 4.4.3 If a position with the same job title and description remains open 27 or greater months
 - 4.4.3.1 Upon the inception of the position incentive eligibility approval date \$10,000
 - 4.4.3.1.1 Retention Incentive will be proportionally paid over the subsequent four pay periods

12-19 Month Opening			20-26 months		27 or greater months		
Dispatch							
Hire	\$	3,500.00	\$	7,000.00	\$	13,000.00	
Hire	\$	3,500.00	\$	7,000.00	\$	13,000.00	
Dispatchers - 9	\$	22,500.00	\$	45,000.00	\$	90,000.00	
Supervisor	\$	2,500.00	\$	5,000.00	\$	10,000.00	
	\$	32,000.00	\$	64,000.00	\$	126,000.00	
Maintenance Tech							
Hire	\$	3,500.00	\$	7,000.00	\$	13,000.00	
Hire	\$	3,500.00	\$	7,000.00	\$	13,000.00	
Technician	\$	2,500.00	\$	5,000.00	\$	10,000.00	
Supervisor	\$	2,500.00	\$	5,000.00	\$	10,000.00	
	\$	12,000.00	\$	24,000.00	\$	46,000.00	
Detentions Officer							
Hire	\$	3,500.00	\$	7,000.00	\$	13,000.00	
Detention Officers	\$	22,500.00	\$	45,000.00	\$	90,000.00	
	\$	26,000.00	\$	52,000.00	\$	103,000.00	
Deputy							
Hire	\$	3,500.00	\$	7,000.00	\$	13,000.00	
Hire	\$	3,500.00	\$	7,000.00	\$	13,000.00	
Deputies - 16	\$	40,000.00	\$	80,000.00	\$	160,000.00	
Supervisors	\$	20,000.00	\$	40,000.00	\$	80,000.00	
	\$	67,000.00	\$	134,000.00	\$	266,000.00	
	\$	137,000.00	\$	274,000.00	\$	541,000.00	

Gilpin County Attorney

Tel: 303-515-4377 Fax: 303-582-5440 bbenning@gilpincounty.org



June 17, 2024

RE: County Attorney's Office Report for June 25, 2024 BoCC Meeting

- 1. Water Rights Investigations and working with BBA Water consultants on several matters
- 2. Working on Roads Memo.
- 3. Participated in meeting with other counties to address potentially problematic/complex CORA request and address waiver of fees request.
- 4. Election law and related work including working with Clerk & Recorder Sahari McCormick and providing information, advisements, legal advice, and planning for the upcoming elections.
- 5. Working on USFS permitting requirements for getting permit for Gilpin County Dakota Hill site and improvements etc.... Completed USFS SF-299 and sent to Nicole Malandri, USFS Clear Creek Ranger District as requested.
- 6. Contracts:
 - a. Gilpin Mountain Kids Lease
- 7. Grants
 - a. CRI Grant Agreement
 - b. Amendment 2 to SABG Grant
 - c. PHEP Grant Public Health
- 8. Working on four Ordinances
 - a. New County Ordinance for HB24-1371 licensing of all massage business employees.
 - b. Revisions to County Dog Ordinance
 - c. Loitering Ordinance
 - d. Noxious Weed Ordinance
- 9. Consulted with CDOT regarding Moffat Tunnel. Provided legal advice to GC HR, County Manager, and Finance Dept.
- 10. Review GAA Resolution regarding law and implementation of ambulances in Gilpin County.
- 11. Discussions, collaboration, and consultation with 1041 contract attorneys regarding 1041 Regulations, mapping, timeline, process, proposed extension of stay, and related matters.
- 12. IGA Nederland Gilpin County: Working on finalizing IGA
- 13. County Road Litigation: Worked with CTSI to obtain assistance of legal counsel; collaborating with and assisting legal counsel in litigation. Working with legal counsel on information regarding litigation and draft Answer to Complaint.
- 14. Reviewing how best to work with the local fire districts and authorities, state, federal, and local governments, the Colorado Department of Public Safety (Division of Fire Suppression and Control, the Colorado Division of Water Resources, and the public to identify qualifying fire suppression ponds in Gilpin County through historic maps or other evidence for this purpose.
- 15. Work and consultation with GC Public Health Director Alisa Witt and staff on help with policies and flow charts for dealing with noncompliant OWTS and related matters.
- 16. Work on matters for Coroner's Office Zane Laubhan CORA and other requests discussion
- 17. Attending Colorado Attorney Association June 2024 Conference (June 5-8)

- 18. Following up on matter involving Sheriff's Office and enforcement of property trespassing matter and/or possible zoning/building code violations.19. Timely addressed CORA requests.

County Managers' Report

June 25, 2024



- Regular staff meetings with Senior Leadership Team (SLT), Appointed Leadership Team
 (A-Team) and Commissioners
- Address various needs of staff and the public and Commissioners. Administrative functions
- o Various meetings with vendors/consultants and outside agencies

Areas of Note:

Recent Focus Areas

- Regular and Work Session Agenda Schedule and Preparation
 - o BoCC meeting
 - July 9, 2024 & July 23, 2024
 - July 30, 2024 (CBOE)
 - Work Session Schedule (tentative)
 - July 16th
 - County / Cities Joint Meeting
 - o Tour of Roworth Heights, them meet in Courthouse
 - July 30th
 - Wildfire Mitigation on Private Lands
 - Wildfire Mitigation of County Lands (Update)
 - Drug Affected Properties Ordinance
 - Field Worker Safety Policy
 - Dispatch Fee Structure
 - Nederland Food Pantry
 - August 20th, September 17th, October 1st, November 5th, December 3rd
- Broadband (waiting word regarding BEAD)
 - o DRCOG Recognition Peak to Peak Broadband Planning Group
- Records/Files Scanning Project / Project expanding to Treasurer Files ongoing,
- Lobbyists meetings
- GAA Board activities
- CCEDC Board activities
- IT Specialist Open Position Selection made
- Deputy Clerk to the BoCC Interviews started
- Legislative matters, onboarding staff, contract review, 1041, election security
- SOB associated matters
- Gilpin School Sewer Project
- Mitigation Efforts

			Grant Snapshot 6/24/2024			
Туре	Award Term End Date	Award Term Start Date	Name	Funder	Amount Requested	Amount Awarded
Active			SLFRF		\$0.00	\$1.00
Active	6/30/2026	7/1/2020	Substance Abuse Prevention Block Grant (SABG) for Under-Resourced High-Needs Programs	BHA - Behavioral Health Administration / CDPHE - Colorado Department of Public Health and Environment	\$750,000.00	\$880,074.00
Active	10/31/2024	1/11/2024	Broadband Technical Assistance Program	CBO - Colorado Broadband Office	\$80,000.00	\$80,000.00
Active	8/31/2024	2/2/2024	Brownfields Environmental Assessments	EPA - Environmental Protection Agency, Region 8	\$0.00	\$75,000.00
Active	12/31/2023	9/1/2019	Alan Green Foundation Grant 2019 - Snow Plow	Alan Green Foundation	\$600.00	\$600.00
Active	12/31/2024	9/30/2023	Alan Green Foundation Grant 2023 - Food Pantry	Alan Green Foundation	\$2,500.00	\$5,000.00
Active	12/31/2024	9/30/2023	Alan Green Foundation Grant 2023 - Senior Lunch Program	Alan Green Foundation	\$1,700.00	\$1,700.00
Active	12/31/2024	9/1/2023	Alan Green Foundation Grant 2023 - Snow Plowing Program for Vulnerable Adults	Alan Green Foundation	\$2,000.00	\$2,000.00
Active	6/30/2024	5/30/2023	Colorado Blueprint to End Hunger, Supplemental Colorado Food Pantry Assistance Grant (FPAG)	CDHS - Colorado Department of Human Services (Contracted through Trailhead Institute)	\$15,000.00	\$15,000.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Adult Protection Administration & Client Services Fund	CDHS - Colorado Department of Human Services	\$0.00	\$25,600.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Temporary Assistance for Needy Families (TANF)	CDHS - Colorado Department of Human Services	\$0.00	\$100,611.00
Active	4/30/2024	12/8/2023	DOLA Gaming Grant 2023	DOLA - Colorado Department of Local Affairs	\$2,233,783.30	\$2,233,783.00
Active	8/31/2025	9/1/2022	Emergency Operating Center (EOC) Grant Program via Neguse Community Project Funding	FEMA - Federal Emergency Management Agency	\$138,557.00	\$138,557.00
Active	6/1/2025	6/29/2023	Healthy Forests & Vibrant Communities - Gilpin County CWPP Update 2023	CSFS - Colorado State Forest Service	\$100,000.00	\$100,000.00
Active	12/31/2024	1/1/2023	Victims of Crime Act (VOCA) Funding 23-24	CDPS - Colorado Department of Public Safety	\$171,090.00	\$171,090.00
Active	12/31/2024	1/1/2024	Volunteers of America - Meals on Wheels	Volunteers of America	\$0.00	\$35,316.00
Active			CCHA Grant for Human Services Vehicle	CCHA - Colorado Community Health Alliance	\$55,000.00	\$55,000.00
Active	6/30/2024	7/1/2023	CDPHE STEPP Grant, JeffCo Subgrant/IGA 23 - 24	(Jefferson County Public Health) CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$17,000.00
Active	6/30/2024	2/1/2024	Core Immunization Services	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$10,549.50
Active	6/30/2024	3/24/2021	Covid Immunization Grant 1 - 3 (IMM)	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$89,564.00
Active	6/30/2025	1/1/2024	Covid Immunization Grant Round 4 (IMM #4)	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$56,596.00
Active	9/30/2024	10/1/2023	Hazardous Materials and Waste Management Division (HMWMD) Indoor Radon Grant Program 23-24	CDPHE - Colorado Department of Public Health and Environment	\$3,924.00	\$3,924.00
Active	6/30/2024	12/7/2023	OC SLFRF OPHP - ARPA 6.1	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$44.048.00
Active	11/30/2027	7/1/2023	OPHP Infrastructure Work Force Development FY23-27		\$0.00	\$206,799.00
Active	6/30/2024	7/29/2022		CDC - Centers for Disease Control and Prevention	\$0.00	\$141,473.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Child Welfare (80/20)	CDHS - Colorado Department of Human Services	\$0.00	\$288,712.00
Active	12/31/2027	10/13/2022	Local Assistance and Tribal Consistency Fund (LATCF)	USDT - United States Department of the Treasury	\$0.00	\$100,000.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Child Care	CDHS - Colorado Department of Human Services	\$0.00	\$130,195.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Core Services	CDHS - Colorado Department of Human Services	\$0.00	\$75,147.00
Active	6/30/2024	7/1/2023	Allocations - Low Income Energy Assistance Programs (LEAP) Outreach	CDHS - Colorado Department of Human Services	\$0.00	\$20,000.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Child Welfare (100)	CDHS - Colorado Department of Human Services	\$0.00	\$29,058.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Child Welfare (90/10)	CDHS - Colorado Department of Human Services	\$0.00	\$58,513.00
Active	12/31/2024	1/1/2024	Community Services Block Grant (CSBG) Subgrant from Summit County	(Summit County) DOLA - Department of Local Affairs	\$0.00	\$5,205.00
Active	4/30/2024	6/8/2023	Tourism Management Grant 2023	OEDIT - Office of Economic Development and International Trade, CTO - Colorado Tourism Office	\$20,000.00	\$20,000.00
Active	12/31/2024	1/24/2024	CPW Impact Assistance Grant 2024 (for 2023 tax year)	CPW - Colorado Parks and Wildlife	\$3,519.62	\$3,519.62

		- / /		ERTB - Electronic Recording Technology		
Active	7/31/2024	5/15/2020	ERTB Self Service	Board	\$280,528.67	\$280,528.67
Active	12/26/2025	7/6/2023	ImageCast X (ICX) Printer Grant	CDOS - Colorado Department of State	\$3,250.00	\$3,250.00
Active	6/30/2023	1/4/2023	Colorado Elections Security Act (CESA) Grant	CDOS - Colorado Department of State	\$0.00	\$14,957.50
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Administration	CDHS - Colorado Department of Human Services	\$0.00	\$125,602.00
Active	12/31/2024	4/15/2024	USDA/CDA Noxious Weed Management Fund 2024 (Sub-Grant through JCD)	USDA - U.S. Department of Agriculture, Forest Service / CDA - Colorado Department of Agriculture (JCD - Jefferson Conservation District)	\$2,538.00	\$2,538.00
Active	12/31/2024	2/12/2024	Charge Ahead Colorado	CEO - Colorado Energy Office	\$82,500.00	\$62,500.00
Active	9/30/2026	2/22/2024	Strong Communities Planning Grant Program	DOLA - Colorado Department of Local Affairs	\$199,000.00	\$200,000.00
Active	6/30/2025	7/1/2023	Public Health Emergency Preparedness (PHEP) Funding Program	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$105,847.93
Active	8/31/2026	5/29/2024	Proposition 123 Local Planning and Capacity (LPC) Grant	DOLA - Colorado Department of Local Affairs	\$104,000.00	\$104,000.00
Active	6/30/2028	7/1/2023	Environmental Health Services for Retail Food Establishments	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$37,000.00
Active	6/30/2024	7/1/2023	Colorado / Cities Readiness Initiative Program (CRI) SFY 23-24	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$24,201.00
Active	6/30/2025	7/1/2023	Jail Based Behavioral Services (JBBS)	BHA - Behavioral Health Administration / CDHS - Colorado Department of Human Services	\$280,000.00	\$255,660.00
Active	6/30/2025	7/1/2024	State Victim Assistance Law Enforcement (VALE) Funding 24 - 25	CDPS - Colorado Department of Public Safety, DCJ - Division of Criminal Justice	\$42,300.00	\$0.00
Active	12/31/2024	4/4/2024	Accessibility Grant Program for Local Governments	SIPA - Colorado Statewide Internet Portal Authority	\$22,500.00	\$22,500.00
Active	6/30/2024	7/1/2023	State Victim Assistance Law Enforcement (VALE) Funding 23 - 24	CDPS - Colorado Department of Public Safety	\$42,300.00	\$42,300.00
Active	6/30/2025	7/1/2024	Colorado / Cities Readiness Initiative Program (CRI) SFY 24-25	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$25,000.00
Active	9/30/2024	5/1/2024	Stabilization / New Provider Success 2024 Bonus Grant Application	CDEC - Colorado Department of Early Childhood	\$0.00	\$7,023.00
Active	6/30/2025	7/1/2024	STEPP Tobacco Cessation Grant SFY24-25	CDPHE - Colorado Department of Public Health and Environment	\$50,000.00	\$50,000.00
Active	12/31/2024	1/24/2024	FDA NEHA Retail Flexible Funding Model (RFFM) Program - Track 2	NEHA - National Environmental Health Agency / FDA - Food and Drug Administration	\$23,164.00	\$9,164.00
Active	6/30/2024	7/1/2023	Master Public Health Task Order 23 - 24	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$42,131.00
A colod Books For the				GROC - Gateway to the Rockies Opioid		
Awarded - Pending Execution			GROC Region 10 Co-Responder Program	Council UASI - Denver Urban Area Security	\$267,033.34	\$267,033.34
Awarded - Pending Execution			UASI N5 Sensors	Initiative	\$0.00	\$1.00
Awarded - Pending Execution	6/30/2025	7/1/2024	Court Security Cash Fund & Courthouse Security Grant SFY24-25	Colorado Judicial Department	\$175,312.00	\$92,656.00
			Peace Officer Behavioral Health (POBH /	DOLA - Colorado Department of Local		
Denied			POMH)	Affairs	\$32,000.00	\$0.00
Denied			AARP Community Challenge Flagship Grant	AARP - American Association of Retired Persons	\$5,000.00	\$0.00
Denied			Community Resilience Initiatives (CRI) - Accessing Healthy Foods	TCT - The Colorado Trust	\$353,896.58	\$0.00
Denied			Rural Economic Development Initiative Grant (REDI) 2024 for Rollinsville Plan	DOLA - Colorado Department of Local Affairs	\$120,000.00	\$0.00
Denied			Community Resilience Initiatives (CRI) - Diverse Approaches to Behavioral Health	TCT - The Colorado Trust	\$355,000.00	\$0.00
Submitted - In Review			Congressionally Directed Spending (CDS) FY25 Bennet & Hickenlooper - Justice Center Generator	United States Senate - Committee on Appropriations	\$948,000.00	\$0.00
Submitted - In Review			Energy/Mineral Impact Assistance Fund (EIAF) 2024 for Community Annex Construction	DOLA - Colorado Department of Local Affairs	\$650,000.00	\$0.00
Submitted - In Review			Emergency Management Performance Grant (EMPG 2024)	DHSEM - Colorado Division of Homeland Security and Emergency Management	\$62,000.00	\$0.00
Submitted - In Review			ERTB Recording Grant for Tyler Cloud Services	ERTB - Electronic Recording Technology	\$89,933.00	\$0.00

Community Engagement Report

May 7 – June 16, 2024

Email Newsletter

June newsletter sent May 30 to 196 subscribers. The newsletter and subscribe links were posted to website and social media.



June 2024 Gilpin Observer: Sent to 193 emails, 114 opened, 31 clicked

Total Opens (multiple opens by subscriber): 251; total clicks: 51

59% open rate (industry average email open rate: 46-50%)

26% click rate (industry average email click rate: 7-9%)

Top links clicked:

- Careers
- Community Meetings & Events
- Letter re: City of Black Hawk IGA
- CWPP Survey
- Gilpin Library newsletter
- BoCC Meeting Link
- History of Gilpin County
- Library

Subscribers as of June 17: 201

Nextdoor

May 7 – June 14, 2024

2,659 members in Gilpin County. 17 Agency posts.

(goal is to post 2-3 times per week).

22,588 total impressions (average of 1,412 impressions per post).

57 reactions (average 3.6 per post), 89 replies (average 5.6 per post)

Top posts (over 1300 impressions):

- May 15 letter re: BH IGA (2,053 impressions)
- SOB RFP (2,036), highest replies: 40
- Tularemia (1,889), 3rd highest replies: 12
- Letter to CC re: SOB RFP (1801)
- Building Department meeting wrap-up (1639)
- Courthouse front entrance closed (1494)
- Electioneering State Statute reminder (1490), 2nd highest replies: 40
- June 11 CDPHE/EPA community Meeting (1489)

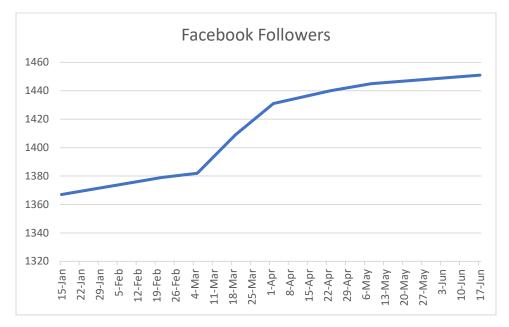
Facebook

May 7 – June 14, 2024

(goal is to post 1-2 times per day)

73 posts

1,451 followers: 66% female



Reach: 19,524 (267 average per post)

Engagement (reactions, comments, shares, clicks): 3,055 (42 average per post)

Posts with over 350 reach:

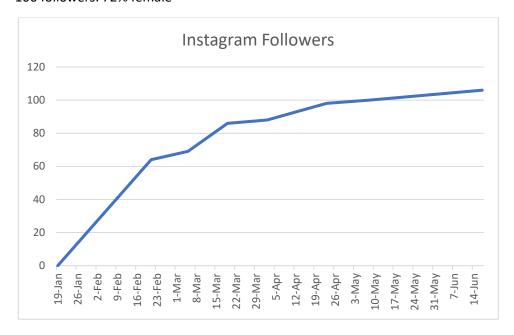
- May 15 BoCC letter in response to BH IGA (highest reach: 1,232. 2nd highest engagement: 604)
- Tularemia post (2nd highest reach: 825)
- Electioneering State Statute reminder (reach: 837)
- SOBs Impact Study RFP (reach: 703 and highest engagement: 812)
- Apex Valley & Dory Hill Rd Dust Control (reach: 760)
- Building Meeting Wrap-up (reach: 692)
- CWPP Open House Wrap-up (reach: 593)
- Human Services Volunteer Dinner (reach: 571)
- Courthouse front entrance closed (reach: 552)
- BoCC Letter to Central City (reach: 527)
- Gap Rd Dust Control (reach: 453)
- Historical Signs unveiling (reach: 448)
- 4th grade visit (reach: 408)
- Food Pantry Truck unveiling (reach: 391)
- Caesars Foundation check to Senior services (reach: 369)

Instagram

May 7 – June 14, 2024

Account created on January 19 - still building followers.

106 followers: 72% female



Top posts based on reach and likes:

- Historical Sign Unveiling (reel) (998 reach, 22 likes)
- 4th grader visit (carousel) (62 reach, 10 likes)
- Human Services Volunteer Dinner (image) (40 reach, 10 likes)

Website

May 30 - June 14, 2024

Note: reporting started on March 5, 2024. No historical data available. We lost tracking between May 7-May 29

Users: 4.5 K

Acquisition Data, Sessions:

• Organic Search (via search engines): 5,377

• Direct (direct link via email or typed in): 1,390

• Organic Social (social media posts): 303

• Referral (through other websites): 190

Top 10 pages viewed:

• Home page: 1,642

Assessor – GIS Maps: 790Parks and Recreation: 723

Assessor: 705

Building Division: 561Trash Transfer Station: 539

Search: 525

Highway Closures and Impacts: 473 – new to top 10

• Careers: 370

• Gilpin Motor Vehicles: 304 – new to top 10

(BoCC Meetings dropped to 11, Treasurer dropped to 20)

Common searches:

- DMV (7)
- Property taxes (5)
- CWPP (2)

