CEREMONIAL SWEARING IN
OF POLICE CHIEF MICHELLE MORIARTY
1:30 p.m.
at the Robert A. Clark Emergency Operations Center (EOC)
911 Miners Mesa Road

REGULAR MEETING
3:00 p.m.

The City of Black Hawk is hosting Virtual City Council meetings in Zoom in response to the Coronavirus COVID-19 until further notice. There are no physical meetings at this time.

Join from a PC, Mac, iPad, iPhone, or Android device:
Please click this URL to join: https://us02web.zoom.us/j/88172498662

Or join by phone:
877-853-5257 or 888-475-4499 (both Toll-Free)

Webinar ID: 881 7249 8662
International numbers available

Phone commands using your phone’s dial pad while in a Zoom meeting:
*6 – Toggle mute/unmute
*9 – Raise your hand to make a public comment or to speak for or against a Public Hearing matter

Public Comment:
If you wish to make a public comment during the meeting, please go to:
https://www.cityofblackhawk.org/comment_signup
and provide your Name, Email address, and Telephone. During the Public comment section of the meeting, the host will go to sign up to ask for comments from those who have signed up

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. EXECUTIVE SESSION:
The City Council will be meeting in Executive Session to hold a conference with the City’s Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).
6. PUBLIC COMMENT: Please limit comments to 5 minutes
7. APPROVAL OF MINUTES: September 23, 2020

8. PUBLIC HEARINGS:

A. CB27, An Ordinance Approving an Intergovernmental Grant Agreement Between the City of Black Hawk and the State of Colorado’s Department of Public Safety, Division of Criminal Justice

B. Resolution 65-2020, A Resolution Conditionally Approving a Special Review Use Permit to Allow an RV Campground Including One Caretaker’s Unit and an Indoor Shooting Range for the Property Described as Lot 1, Block 1 Miners’ Mesa Subdivision No. 4

C. CB28, An Ordinance Appointing Directors to the Board of the Black Hawk Business Improvement District

9. ACTION ITEMS:

A. Resolution 66-2020, A Resolution Authorizing the Mayor to Execute Quitclaim Deeds on Behalf of the City to Registered Electors Qualified to Serve on the Silver Dollar Metropolitan District

10. CITY MANAGER REPORTS: Distribution of the Proposed 2021 Annual Budget

11. CITY ATTORNEY:

12. EXECUTIVE SESSION:

13. ADJOURNMENT:

MISSION STATEMENT
The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community
1. CALL TO ORDER: Mayor Spellman called the regular meeting of the City Council to order on Wednesday, September 23, 2020, at 3:00 p.m.

2. ROLL CALL: Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.

   Virtual/Present Staff: City Attorney Hoffmann, City Manager Cole, Acting Police Chief Cooper, Fire Chief Woolley, Finance Director Hillis, Public Works Director Isbester, Senior Civil Engineer Reed, Community Planning & Development Director Linker, Development Services Coordinator Wilson, Baseline Consultants Harris and Esterl, IT Manager Muhammad, and Deputy City Clerk Martin.

   PLEDGE OF ALLEGIANCE: Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

3. AGENDA CHANGES: Deputy City Clerk Martin confirmed there were no changes to the agenda.

4. CONFLICTS OF INTEREST: City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. City Council noted no conflicts.

   City Attorney Hoffmann asked the virtual audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. There were no objections noted.

5. PUBLIC COMMENT: City Clerk Greiner confirmed that no one had signed up for public comment.
6. APPROVAL OF MINUTES: September 9, 2020

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve the Minutes as presented.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

7. PUBLIC HEARINGS:

A. Council Bill 19, A Bill for an Ordinance Rezoning Certain City-Owned Properties to the History Appreciation Recreation Destination (HARD) District and the Public Facilities (PF) District (continued from August 26, 2020)

Mayor Spellman read the title and opened the public hearing.

Baseline Consultant Harris went through his presentation. He explained this was a City initiated rezone project of 15 City-owned properties. He thanked City Manager Cole, Community Planning & Development Director Linker, Public Works Director Isbester, Baseline Planners Stonberg and Watel, and Baseline Surveyor Lancaster for their hard work on this project. He said the project was separated into two parts, Part A to include ten properties being rezoned to the HARD District, and Part B includes five properties being rezoned to the PF District. He added that the criteria called out in the Municipal Code had been evaluated, and staff believes the need exists for rezoning and meets the criteria outlined in the Code, they recommend approval.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Council Bill 19, a Bill for an Ordinance rezoning certain City-owned properties to the History Appreciation Recreation Destination (HARD) District and the Public Facilities (PF) District open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

Alderman Midcap asked why Property 4 (Millsite 52) was being changed to the HARD district while Millsite 51 and 53 on either side of it were not included for the rezoning. Mayor Spellman replied that it is a parking area, and all parking lots associated with Maryland Mountain have been rezoned to the HARD District. Mr. Harris suggested that perhaps those properties are not City-owned or were already rezoned; he will look into it.

Alderman Midcap then asked about Property 14 to be rezoned to the PF District, as it is a parking area in a residential area and wondered if it
could be rezoned back if ever sold. City Hoffmann confirmed property can always be rezoned.

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve Council Bill 19, a Bill for an Ordinance rezoning certain City-owned properties to the History Appreciation Recreation Destination (HARD) District and the Public Facilities (PF) District.

**MOTION PASSED**

There was no discussion, and the motion **PASSED** unanimously.

**B. Resolution 46-2020, A Resolution Denying a Variance to Allow a Height Variance which would Allow a Structure 103 Feet in Height, but Allowing a Variance to 55 Feet in Height (continued from June 10, 2020)**

Mayor Spellman read the title and opened the public hearing.

Baseline Consultant Harris introduced this item and went through his presentation. He provided the background on Vertical Bridge’s License Agreement over a year ago for this City-owned property, and the June 10 Council meeting to start utilizing it. At that meeting, he said staff had recommended denial of the original proposal of a 103-foot tower, but the applicant agreed to rethink the height by discussing options with Proximo as the neighboring property owners. The applicant has come back with smaller heights of 55-foot, 65-foot, and 75-foot proposals for consideration. After reviewing the Municipal Code’s variance criteria, he said that staff is willing to recommend for approval the 55-foot tower, which would be a height variance request of ten feet. The Code allows for a total height of 45 feet. Mr. Harris said a 55-foot tower would allow for three cell phone carriers. He added that the tower’s design would be a barrel at the top, as shown in the packet.

Doug Barker of Woodstock, Georgia, representing Vertical Bridge, and Matt Grugan of Vertical Bridge, were present for any questions. Mr. Barker said that any additional height would equal additional carriers if Council were so inclined, but they are happy with the 10-foot variance to 55 feet.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Resolution 46-2020, a Resolution denying a variance to allow a Height Variance which would allow a structure 103 feet in height, but allowing a variance to 55 feet in height open and invited anyone wanting to address the Board either “for” or “against” the proposed resolution to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.
MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Moates to approve Resolution 46-2020, a Resolution denying a variance to allow a Height Variance, which would allow a structure 103 feet in height, but allowing a variance to 55 feet in height.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

C. Resolution 47-2020, A Resolution Conditionally Approving a Certificate of Architectural Compatibility and a Site Development Plan for the T Mobile Facility Located at 821 Miners Mesa Road (continued from June 10, 2020)

Mayor Spellman read the title and opened the public hearing.

Baseline Consultant Harris introduced this item that now pertains to a 55-foot tower. He explained that the criteria for a Certificate of Architectural Compatibility and a Site Development Plan had been met, and they will work with the applicant to change any reference to the height to be 55 feet, as approved.

Applicants Barker and Grugan were present for any questions. Mr. Harris added that the Lease Agreement approved in 2019 would have to be updated before any building permits are issued.

Mayor Spellman asked about the timeline to construct the tower, and Mr. Grugan replied as soon as they can pull a building permit, they will be ready, so hopefully before the end of the year.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 47-2020, a Resolution conditionally approving a Certificate of Architectural Compatibility and a Site Development Plan for the T Mobile Facility located at 821 Miners Mesa Road open and invited anyone wanting to address the Board either “for” or “against” the proposed resolution to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve Resolution 47-2020, a Resolution conditionally approving a Certificate of Architectural Compatibility and a Site Development Plan for the T Mobile Facility located at 821 Miners Mesa Road.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.
D. Council Bill 26, An Ordinance Approving an Intergovernmental Agreement (IGA) Between Gilpin County, the City of Black Hawk, and the City of Central Regarding Lake Gulch Road

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item. He said this resulted from the Term Sheet that the City entered into with Gilpin County prior to the public hearing on the Proximo Annexation. That term sheet, he said, are the obligations by the City to maintain Lake Gulch Road. He stated that what occurred subsequently as part of the settlement between Black Hawk, Central City, and Proximo is that Central City wanted to take over maintenance of Lake Gulch Road that is within its growth area and ultimately an IGA between the City of Black Hawk and Gilpin County through the Term Sheet has now morphed into a three-party IGA. He noted that Black Hawk and Central City are getting conveyed to them by Quit Claim Deed that portion of Lake Gulch Road that falls within their respective growth areas. He went on to say that the packet, at the time of posting, did not have Appendix 4, which are the road standards that Black Hawk and Central City are subject to. He informed Council that he just received it from Gilpin County’s attorney only 35 minutes before today’s meeting, so Gilpin County did approve the IGA on September 15, but before Appendix 4 even existed. He said the recommendation is to approve this ordinance with its condition being subject to final approval by the City Manager and City Attorney after reviewing Appendix 4.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Council Bill 26, an Ordinance approving an Intergovernmental Agreement between Gilpin County, the City of Black Hawk, and the City of Central regarding Lake Gulch Road open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve Council Bill 26, an Ordinance approving an Intergovernmental Agreement between Gilpin County, the City of Black Hawk, and the City of Central regarding Lake Gulch Road.

MOTION PASSED There was no discussion, and the motion PASSED unanimously

8. ACTION ITEMS:

A. Resolution 61-2020, A Resolution Approving the City of Black Hawk Fee Schedule, As Amended
Mayor Spellman read the title.

Community Planning and Development Director Linker explained that her department has cleaned up some language in the building, electrical, and land use sections, and now that her department has reduced staffing, she has asked the Conveyance Consultant to take over some of the duties that were previously performed in-house, so administrative fees, to be passed on to the applicant, have been added to that section.

**MOTION TO APPROVE**

Alderman Armbright MOVED and was SECONDED by Alderman Torres to approve Resolution 61-2020, a resolution approving the City of Black Hawk Fee Schedule, as amended.

**MOTION PASSED**

There was no discussion, and the motion PASSED unanimously.

**B. Resolution 62-2020, A Resolution Making Certain Address Changes Within the City for Certain Properties on State Highway 119, Chase Street, Gregory Street, and Miners’ Mesa Road**

Mayor Spellman read the title.

Baseline Consultant Esterl introduced this item, which was necessitated by the improvements on Gregory Street. After working with the City to identify any other addresses that may need adjustment, the packet’s attachment is proposed. She explained they suggest Highway 119 carry an additional name of Clear Creek Boulevard only within the City limits to separate it from any relation to Clear Creek Street. She said they are also proposing changing the numbers on Highway 119 from three digits to four digits to match the County’s numbering system.

Mayor Spellman elaborated on what precipitated the Clear Creek Boulevard name’s need because commercial truckers were going up Marchant Street looking for Clear Creek Street. He said Boulevard’s use elevates those addresses to a commercial level versus residential houses with the Clear Creek Street name.

Ms. Esterl also noted that Transportation Avenue would be eliminated as there was no need to have addresses on this road; those addresses will be changed to Miners Mesa Road addresses. All changes are to take effect by January 1, 2021.

**MOTION TO APPROVE**

Alderman Midcap MOVED and was SECONDED by Alderman Torres to approve Resolution 62-2020, a resolution making certain address changes within the City for certain properties on State Highway 119, Chase Street, Gregory Street, and Miners’ Mesa Road.
MOTION PASSED  There was no discussion, and the motion PASSED unanimously.

C. Resolution 63-2020, A Resolution Approving Amendment No. 1 to the Design-Build Contract Executed on April 8, 2020 Between the City of Black Hawk and Roche Constructors, Inc., Establishing the Guaranteed Maximum Price (GMP) of $269,600 for Construction of the Police Station 2nd Level Renovation Project

Mayor Spellman read the title.

Senior Civil Engineer Reed introduced this item. He said the Design-Build contract was approved in April, and this amendment is to construct those improvements. He said additional features include a high-density mobile storage unit and a set of pre-fab evidence lockers. The price includes their design fee of $12,650 already included in the contract, and they can begin in mid-October and probably finish in January.

Alderman Armbright wondered if this was a necessary project at this time, and City Manager Cole answered yes, they need more capacity now and for the future.

MOTION TO APPROVE  Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 63-2020, a resolution approving Amendment No. 1 to the Design-Build Contract executed on April 8, 2020, between the City of Black Hawk and Roche Constructors, Inc., establishing the Guaranteed Maximum Price (GMP) of $269,600 for Construction of the Police Station 2nd Level Renovation Project.

MOTION PASSED  There was no discussion, and the motion PASSED unanimously.

D. Resolution 64-2020, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for 2021 Property Casualty Coverage

Mayor Spellman read the title.

Administrative Services Director/City Clerk Greiner explained this was the annual renewal for property-casualty insurance. She said it is a 6.4% increase over 2020 coverage due to certain conditions. She added that the preliminary quote was reduced by the City’s loss experiences and credits, which reduced the amount to $262,761.97.

MOTION TO APPROVE  Alderman Armbright MOVED and was SECONDED by Alderman Torres to approve Resolution 64-2020, a resolution approving the proposal from the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for 2021 Property Casualty Coverage.
There was no discussion, and the motion PASSED unanimously.

Mayor Spellman wanted to note that a few weeks ago, both local newspapers printed a very nice letter from Patrick Byrd in regards to Maryland Mountain. He went on to say that if it weren’t for the commitment and shared vision of the City Council and all employees of the City, this would not have happened; it was a unified effort of everyone involved. He said it was a long time in making, but they are gaining ground every day!

9. CITY MANAGER REPORTS: City Manager Cole reminded Council that Police Chief Michelle Moriarty would start work for the City on October 5.

10. CITY ATTORNEY: City Attorney Hoffmann had nothing to report.

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 only for Executive Session and the specific legal issues relating to City properties.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:48 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

MOTION PASSED There was no discussion, and the motion PASSED unanimously.

MOTION TO ADJOURN

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn the Executive Session at 4:10 p.m.

MOTION PASSED There was no discussion, and the motion PASSED unanimously.

12. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 4:10 p.m.
COUNCIL BILL 27
ORDINANCE 2020-27
AN ORDINANCE
APPROVING AN
INTERGOVERNMENTAL
GRANT AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND THE
STATE OF COLORADO'S
DEPARTMENT OF PUBLIC
SAFETY, DIVISION OF
CRIMINAL JUSTICE
TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE STATE OF COLORADO'S DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE

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

Section 1. The City Council hereby approves the Intergovernmental Grant Agreement between the City of Black Hawk, and the State of Colorado's Department of Public Safety, Division of Criminal Justice, attached hereto as Exhibit A, and authorizes the Mayor to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 14th day of October, 2020.

_______________________________
David D. Spellman, Mayor

ATTEST:

________________________________
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:
Coronavirus Emergency Supplemental Funding Program – Grant Authorization

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

Direct the City Manager to approve and accept a grant offered by the Colorado Division of Criminal Justice, Coronavirus Emergency Supplemental Funding Program (CESF) in the amount of $214,000 to reimburse staffing expenses during the COVID-19 pandemic. The grant originated from the US Department of Justice and is managed by the Colorado Division of Criminal Justice.

MOTION TO APPROVE Ordinance 2020-27, an Ordinance approving an Intergovernmental Grant Agreement between the City of Black Hawk and the State of Colorado’s Department of Public Safety, Division of Criminal Justice.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The COVID-19 pandemic has caused unprecedented stress on the finances of local jurisdictions. Through the Coronavirus Aid, Relief and Economic Security (CARES) Act, Federal stimulus funds have been made available through the US Department of Justice from the CESF program to provide support to local governments. The City of Black Hawk has been granted $214,000 to pay for the salary and benefits of one police officer (PO1) from January 20, 2020, through January 31, 2022. The funds will be a reimbursement on expenses the City has already incurred to maintain staffing levels.

Currently, the Black Hawk Police Department has four sworn officer positions, and one dispatch position frozen due to budget shortfalls. This grant will help offset the financial impact of the COVID-19 crisis and allow the police department to provide continuous, uninterrupted public safety service to the citizens and visitors to our City.

AGENDA DATE: October 14, 2020

WORKSHOP DATE: none

FUNDING SOURCE:
US Department of Justice, Colorado Division of Criminal Justice

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE:
Troy Cooper, Commander, Acting Chief of Police
DOCUMENTS ATTACHED:
Intergovernmental Grant Agreement

RECORD:  [ ]Yes  [ ]No

CITY ATTORNEY REVIEW:  [ ]Yes  [ ]N/A

SUBMITTED BY:  REVIEWED BY:
__________________________    __________________________________
Troy Cooper, Police Commander    Stephen N. Cole, City Manager
GRANT AWARD LETTER (Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<table>
<thead>
<tr>
<th>State Agency</th>
<th>DCJ Grant Number:</th>
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<tbody>
<tr>
<td>Department of Public Safety, Division of Criminal Justice</td>
<td>2020-VD-20-1-12</td>
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<th>Grantee</th>
<th>Grant Amount</th>
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<tr>
<td>City of Black Hawk</td>
<td>Federal Award # 2020-VD-BX-0209: $214,000</td>
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<tr>
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<td>Total Grant Funds Awarded: $214,000</td>
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| Grantee DUNS: 008384836           | Match Percentage Required: 0% |

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<td>1/31/2022</td>
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<th>Is this Award for Research and Development (R&amp;D)?</th>
<th>State Grant Authority</th>
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<tr>
<td>No</td>
<td>The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507</td>
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</tbody>
</table>

**Grant Description (for this grant award):** The grant will be used to fill vacant positions unfunded due to budget shortfalls at the Police Department.

**Agreement Purpose (Purpose of funding source and selection):**
These are emergency funds and released by a review panel. The Coronavirus Emergency Supplemental Funding (CESF) Program purpose is to support both state and local governments/agencies via a broad range of criminal justice and law enforcement activities to prevent, prepare and respond to the coronavirus.

**Exhibits and Order of Precedence**
The following Exhibits and attachments are included with this Grant:

1. Exhibit A1, Sample Option Letter
2. Exhibit A2, Sample Grant Funding Change Letter
3. Exhibit B, Grant Requirements
4. Exhibit C, Special Conditions
5. Exhibit D, Federal Requirements
7. Exhibit F, Budget.

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Special Conditions
2. Exhibit D, Federal Requirements.
3. The provisions of the other sections of the main body of this Grant.
4. Exhibit B, Grant Requirements
5. Exhibit E, Statement of Work.
FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

<table>
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<tr>
<th>Federal Award Office</th>
<th>U.S. Department of Justice (US DOJ), Office of Justice Programs Office (OJP), Bureau of Justice Assistance (BJA)</th>
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<td>Coronavirus Emergency Supplemental Funding Program (CESF)</td>
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<td>CFDA</td>
<td>16.034 - Coronavirus Emergency Supplemental Funding Program</td>
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<td>Federal Award Number(s)</td>
<td>2020-VD-BX-0209</td>
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<td>Federal Award Date</td>
<td>04/24/2020</td>
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<tr>
<td>Federal Award End Date *</td>
<td>01/31/2022</td>
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<tr>
<td>Total Amount of Federal Award (this is not the amount of this grant agreement)</td>
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* The Federal Award End Date is current at the time of this award. All federal funds are subject to availability as described in §2.B and §5.A below.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE

Ciy of Black Hawk

By: Stephen Cole, City Manager

Date: _______________________

STATE OF COLORADO

Jared Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

By: Division of Criminal Justice
☐ Joe Thome, Director, or
☒ Debbie Oldenettel, Deputy Director

Date: _______________________

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date: _______________________

Page 2 of 14

Version 1018 (DCJ 1.3_07/16/19)
1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with a written notice to Grantee in a form substantially equivalent to Exhibit A1, Sample Option Letter showing the new Grant Expiration Date. Authorized costs incurred prior to the Effective Date, but no earlier than the Grant Issuance Date, may be submitted for reimbursement as provided in §5.A and §5.B below.
B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. “Budget” means the budget for the Work described in Exhibit F, Budget.

B. “Business Day” 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.

C. “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

D. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

E. “Equipment” means tangible, nonexpendable property with an acquisition cost of $5,000 or more and a useful life of more than one year. Software, regardless of cost, is not considered equipment.

F. “Grant Award Letter” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
G. “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

H. “Grant Expiration Date” means the Grant Expiration Date shown on the first page of this Grant Award Letter.

I. “Grant Issuance Date” means the Grant Issuance Date shown on the first page of this Grant Award Letter.

J. “Exhibits” exhibits and attachments included with this Grant as shown on the first page of this Grant.

K. “Extension Term” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.

L. “Federal Award” means an award of Federal financial assistance by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

M. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient. The Federal Award Office listed in the table FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD found on pages 1 or 2 of this grant, is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

N. “Forms” are a type of document with various different blank spaces for answers or information to document or request information and attached as exhibits or provided to the Grantee throughout the term of this grant. Forms will be periodically updated, changed, modified, adjusted, transformed, amended, or altered at the discretion of the State and provided to the Grantee to best meet the needs of the information being collected and recorded.

O. “Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

P. “Grants Management System” or “GMS” means any online electronic grant system used to solicit, apply, review, manage, and close out a grant. (Use of a GMS is established by the state agency or division managing the grant funds).

Q. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

R. “Initial Term” means the time period between the Grant Issuance Date and the Grant Expiration Date.

S. “Matching Funds” means the funds provided Grantee as a match required to receive the Grant Funds.

T. “Party” means the State or Grantee, and “Parties” means both the State and Grantee.

U. “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
V. “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.

W. “PHI” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

X. “Program” means the Grant Program listed in the table FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD found on pages 1 or 2 of this grant.

Y. “Recipient” means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

Z. “Services” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

AA. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

BB. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

CC. “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. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

DD. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

EE. “Sub-Award” means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow
down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

FF. “Subcontractor” means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a procurement relationship. The subcontractor provides goods or services for the benefit of the purchaser.

GG. “Subgrantee” means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a grant relationship. The beneficiary, not the purchaser, receives benefit from the work. A subgrantee receiving federal grant funds is also called a subrecipient. There may be multiple tiers of subgrantees/subrecipients and do not include procurement transactions.

HH. “Subrecipient” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient. There may be multiple tiers of subrecipients.

II. “Tax Information” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.


KK. “Work” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

LL. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit E, Statement of Work. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.
5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. **Reimbursement of Grantee Costs**

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received written approval from, the State of the change, the change does not modify the total maximum amount of this Grant Award Letter, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the State share of properly documented allowable costs related to the Work after the State’s review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

C. **Close-Out.**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee’s final reimbursement request or invoice. The State will withhold remaining funds until all final documentation has been submitted and accepted by the State as substantially complete.

6. **REPORTING - NOTIFICATION**

A. **Quarterly Reports.**

Grantee shall submit, on a quarterly basis, a written progress report and financial report. Such progress reports shall be in accordance with the procedures developed and prescribed by the DCJ State Administrative Guide. Progress reports shall be submitted to the State not later than 15 Days following the end of each calendar quarter or at such time as otherwise specified by the State. If the 15th does not fall on a Business Day, the report is due the following Business Day.
B. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.C, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

C. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee’s office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee’s performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required, based on the State’s risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work. If Grantee enters into a subgrant, then the subgrant entered into by Grantee shall contain provisions permitting the Grant, State, Federal Awarding Agency, and Federal Office of Inspector General to perform all monitoring of that Subgrant in accordance with the Uniform Guidance. Grantee’s failure to comply with and/or correct monitoring findings shall constitute a breach of this Grant Agreement.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of the Grantee Agency’s final audit report in accordance with Exhibit B, Grant Requirements §1.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee’s own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated.
Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees and Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State’s principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantee or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee’s reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.
E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “GIA”). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State’s sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.
14. **RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. **GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. **GENERAL PROVISIONS**

A. **Assignment**

Grantee’s rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. **Captions and References**

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. **Entire Understanding**

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. **Modification**

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. The State may, at the State’s discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** and **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised,
the provisions of the Grant Funding Change Letter shall become part of and be incorporated into the original grant.

ii. The State may increase or decrease the quantity of goods/services described Exhibit E, Statement of Work and Exhibit F, Budget based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A1, Sample Option Letter.

iii. The State may add or delete the goods/services described Exhibit E, Statement of Work and Exhibit F, Budget as long as the change does not change the overall scope of the approve grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A1, Sample Option Letter.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Subcontracts and Subgrants

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

I. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.
J. Third Party Beneficiaries

Except for the Parties’ respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party’s failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Federal Requirements

Grantee shall comply with all applicable requirements of Exhibit D, Federal Requirements at all times during the term of this Grant.
EXHIBIT A1, SAMPLE OPTION LETTER

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Option Letter Number: Insert the Option Number (e.g. &quot;1&quot; for the first option)</th>
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<td>Department of Public Safety, Division of Criminal Justice</td>
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<th>Grantee</th>
<th>Original Grant Number: Insert DCJ grant number</th>
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<td>This should match original grant agreement unless there has been a legal name change.</td>
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<th>Current Agreement Expiration Date (End Date)</th>
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<td>Month Day, Year</td>
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</tr>
<tr>
<td>Total Grant Funds Awarded: $0.00</td>
<td>Total Match Required from Grantee: $0.00</td>
</tr>
</tbody>
</table>

| Match Percentage Required: | 0% |

1. OPTIONS:
   A. Option to extend for an Extension Term
   B. Option to change the quantity of Goods under the Grant
   C. Option to change the quantity of Services under the Grant
   D. Option to modify Grant rates
   E. Option to initiate next phase of the Grant

2. REQUIRED PROVISIONS:
   A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Grant referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Grant expiration date shown above, at the rates stated in the Original Grant, as amended.
   B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Grant referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Grant, as amended.
   C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Grant referenced above, the State hereby exercises its option to modify the Grant rates specified in Exhibit/Section Number/Letter. The Grant rates attached to this Option Letter replace the rates in the Original Grant as of the Option Effective Date of this Option Letter.
   D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Grant referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc., which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
   E. **For use with all Options that modify the Grant Maximum Amount:** The Grant Maximum Amount table on the Grant’s Signature and Cover Page is hereby deleted and replaced with the Current Grant Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:
   A. The effective date of this Option Letter is upon approval of the State Controller or ______, whichever is later.

---

**STATE OF COLORADO**
Jared Polis, Governor
Department of Public Safety, Division of Criminal Justice
Stan Hilkey, Executive Director

By: Division of Criminal Justice
☐ Joe Thome, Director, or
☐ Debbie Oldenettel, Deputy Director

Date: _______________________

---

In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**
Robert Jaros, CPA, MBA, JD
By: _______________________
Lyndsay J. Clelland, Contract and Grants Coordinator,
Department of Public Safety, Division of Criminal Justice

Option Effective Date: ________________________
Grantee: Black Hawk Police Department  
Project: COVID Staffing Budget Shortfall Funding Request  
DCJ Grant #: 2020-VD-20-1-12

**EXHIBIT A2, SAMPLE GRANT FUNDING CHANGE LETTER**

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<tr>
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<tbody>
<tr>
<td>Insert Contractor's Full Legal Name, including &quot;Inc.&quot;, &quot;LLC&quot;, etc...</td>
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<th>Agreement Maximum Amount</th>
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<td>$0.00 Total Match Required from Grantee:</td>
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1. **GRANT FUNDING CHANGE**
   
   In accordance with §Insert Section Number of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

   A. The funding available for this award is Increased/Decreased by $Amount of Change, because Insert Reason For Change.

   B. The total funding available for this grant as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. **TERMINOLOGY**
   
   All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. **NO ORDER FOR WORK**
   
   This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. **GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:**
   
   The effective date of this Grant Funding Change Letter is upon approval of the State Controller or ________, whichever is later.

---

**STATE OF COLORADO**

Jared Polis, Governor
Department of Public Safety, Division of Criminal Justice
Stan Hilkey, Executive Director

By: Division of Criminal Justice
☐ Joe Thome, Director, or
☐ Debbie Oldenettel, Deputy Director

Date:

In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**

Robert Jaros, CPA, MBA, JD

By: ____________________________
Lyndsay J. Clelland, Contract and Grants Coordinator, Department of Public Safety, Division of Criminal Justice

Grant Funding Change Letter Effective Date: ____________________________
EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

   A. Due Date:

      i. Project Start:

         The Grantee must submit the most recent audit or financial review, including the corresponding management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

      ii. Project End:

         The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

   B. Report/Audit Type:

      i. If your entity expended $750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization’s fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

      ii. If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization’s fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

         a) Grantees that have revenue greater than $300,000 from all sources during the entity’s fiscal year are required by DCJ to obtain a financial audit

         b) Grantees that have revenue less than $300,000 from all sources during the entity’s fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

   C. Report/Audit Costs:

      The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

      i. does not meet the applicable federal audit or DCJ standards;

      ii. is not submitted in a timely manner; or,

      iii. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.
D. Failure to Comply:
The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. FINANCIAL AND ADMINISTRATIVE MANAGEMENT
A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at http://dcj.state.co.us/home/grants. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

3. PROCUREMENT AND CONTRACTS
A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

4. AWARD CHANGE REQUESTS
A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award Letter for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in §16.D in the body of the Grant Award Letter.
EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents are incorporated herein.

1. **Signing Authority**

   This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff’s Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

2. **The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law**

   The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at https://www.ojp.gov/funding/explore/CESFprogram-specific-condition, that is incorporated by reference here.

3. **Right to examine documents**

   The grantee agrees to comply with OJP and DCJ grant monitoring guidelines, protocols, and procedures, and to cooperate with DCJ, Bureau of Justice Assistance (BJA) and the Office of the Chief Financial Officer (OCFO) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The grantee agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents.

   Failure to cooperate with DCJ’s/BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

4. **Required monitoring of subawards**

   The grantee must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The grantee agrees to submit, upon
5. **Use of program income**

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly to DCJ using DCJ Form 1B.

6. **Justice Information Sharing**

Grantees are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The grantee (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

7. **Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

8. **Compliance with National Environmental Policy Act and related statutes**

Upon request, the grantee (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https:// bja.gov/ Funding/ nepa.html, for programs relating to methamphetamine...
laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

9. **Expenditures requiring prior approval from BJA**

No funds under this award may be expended on individual items costing $500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Grantee must submit a request in writing to DCJ.

10. **Use of funds for DNA testing; upload of DNA profiles**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any nongovernmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

11. **Body armor - compliance with NIJ standards and other requirements**

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistics resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.
EXHIBIT D, FEDERAL REQUIREMENTS

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance.

Through that "Legal Notices" webpage, Office of Justice Programs (OJP) sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications.

A. Civil Rights

Recipients of federal financial assistance from the OJP, must not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws.

In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the Department of Justice (DOJ) Office for Civil Rights (OCR) investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

B. Certified Standard Assurances

Grantee certifies under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

i. Grantee will maintain safeguards to address and prevent any organizational conflict of interest, and prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

ii. Grantee understands that the federal statutes and regulations applicable to the award include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
a. Grantee understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. Grantee makes the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

iii. Grantee understands that the federal regulations applicable to the award include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality – research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

iv. Grantee will assist the DOJ and/or DCJ as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508) and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

v. Grantee will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award.

vi. If Grantee is a governmental entity, with respect to the award--

a. will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

C. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

i. Lobbying: As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Grantee certifies and assures (to the extent applicable) the following:

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

b. If the Grantee's award is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
c. The Grantee shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

ii. Debarment, Suspension, and Other Responsibility Matters

Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Grantee certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

a. is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

b. has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

c. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

d. has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

iii. Federal Taxes

If the Grantee is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Division of Criminal Justice (DCJ).

iv. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

a. Grantee certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about—

(a) The dangers of drug abuse in the workplace;

(b) The Grantee's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation, and employee assistance programs; and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the award, the employee will--

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the DCJ, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to DCJ. Notice shall include the identification number(s) of each affected award;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

v. Grantee acknowledges that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Grantee also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

D. Applicability

The Office of Justice Programs (OJP) funds this award. References to the DOJ applies to all OJP awards.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the subrecipient's performance under other federal awards; to the subrecipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.
E. Recipient

For the purposes of this document, the term “recipient” refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term Recipient and Grantee are used interchangeable within this Exhibit.

F. Ensuring Compliance of Subgrantees (subrecipients)

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance all the provisions herein.

G. General Conditions

i. Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting the grant award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") or the Division of Criminal Justice (DCJ) taking appropriate action with respect to the recipient and the award. Among other things, the OJP or DCJ may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP and/or DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

ii. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.
Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final financial report (DCJ Form 1-A), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact DCJ promptly for clarification.

iii. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

iv. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

v. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

vi. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.
vii. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/SAM/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

viii. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—
   a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
   b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—
      (1) this award requirement for verification of employment eligibility, and
      (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
   c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
   d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
   a. Staff involved in the hiring process
      For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
   b. Employment eligibility confirmation with E-Verify
      For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
   c. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
   d. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
   e. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

ix. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to DCJ no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

x. All subawards ("subgrants") and contracts must have DCJ authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.
xi. Specific post-award approval required to use a noncompetitive approach in any procurement contract

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract. This condition applies to agreements that -- for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

xii. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
b. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

xiii. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

1. Section A. Provisions applicable to a recipient that is a private entity

a. During the period of time that this award is in effect, the recipient, the recipient's employees, any subrecipient ("subgrantee"), and the employees of any subrecipient may not engage in--

   (1) Severe forms of trafficking in persons;
   (2) Procurement of a commercial sex act;
   (3) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
   (4) Acts that directly support or advance trafficking in persons, including acts such as:

      (a) Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
      (b) Without legally-sufficient justification as determined by OJP, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
      (c) Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;
      (d) Charging recruited employees placement or recruitment fees; or
      (e) Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.

b. OJP as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that the recipient or a subrecipient ("subgrant") that is a private entity--

   (1) Violated a prohibition in section 1.a of this award condition; or
   (2) Has an employee who violated a prohibition in section 1.a of this award condition through conduct that is either--

      (a) Associated with performance under this award; or
      (b) Imputed to the recipient or the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are
Grantee: Black Hawk Police Department

Project: COVID Staffing Budget Shortfall Funding Request

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provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

2. Section B. Provisions applicable to a recipient other than a private entity
   a. During the period of time that the award is in effect, any subrecipient ("subgrantee") that is a private entity, and the employees of any subrecipient that is a private entity, may not engage in--
      (1) Severe forms of trafficking in persons;
      (2) Procurement of a commercial sex act;
      (3) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
      (4) Acts that directly support or advance trafficking in persons, including acts such as:
         (a) Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
         (b) Without legally-sufficient justification as determined by OJP, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
         (c) Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;
         (d) Charging recruited employees placement or recruitment fees; or
         (e) Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.
   b. OJP as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that a subrecipient ("subgrantee") under this award that is a private entity--
      (1) Violated a prohibition in section 2.a of this award condition; or
      (2) Has an employee who violated a prohibition in section 2.a of this award condition through conduct that is either--
         (a) Associated with performance under this award; or
         (b) Imputed to the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

3. Section C. Provisions applicable to all recipient and subrecipients
   a. The recipient must inform DCJ promptly, and without delay, of any information the recipient receives from any source alleging a violation of a prohibition in section 1.a or 2.a of this award condition.
b. OJP's authority to terminate this award unilaterally (without penalty), described in section 1.b and 2.b of this award condition:
   (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) (22 U.S.C. 7104(g)), and
   (2) Is in addition to any and all other remedies for noncompliance that are available to OJP with respect to this award, whether under the TVPA (see, e.g., 22 U.S.C. 7104b) or other applicable law.

   c. The recipient must include and incorporate all applicable provisions of this award condition in any subaward ("subgrant") the recipient makes to a private entity.

4. Section D. Definitions.

For purposes of this award condition:

a. "Employee" means either:
   (1) An individual employed by the recipient or by a subrecipient ("subgrantee") who is engaged in the performance of the project or program under this award; or
   (2) Another person engaged in the performance of the project or program under this award, whether or not compensated with award funds, including, but not limited to, a volunteer, an individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements, or an agent (including a labor recruiter or broker).

b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private entity":
   (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25.
   (2) Includes:
      (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b).
      (b) A for-profit organization.

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA (22 U.S.C. 7102).

xiv. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.
1. Advance determination regarding suitability. The recipient (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the recipient or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.e., and taking into account the factors and considerations described in paragraph 4.

2. Updates and reexaminations
   a. The recipient (or subrecipient) must, at least every five years, update the searches described in paragraph 3.e.1. and 2., reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.
   b. The recipient also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

3. Definitions
   a. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the recipient (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the recipient (or subrecipient). Such an individual might be an employee of a recipient (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
   b. "Participating minor." All individuals under 18 years of age within the set of individuals described in the scope section of this condition as it appears on the award document are participating minors.
   c. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--
      (1) brief contact that is both unexpected by the recipient (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.
      (2) personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the recipient (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
   d. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds included in the approved budget for the award, or "program income" for the award as defined by the Part 200 Uniform Requirements, activities under the award include both--
      (1) activities carried out under the award by the recipient (or subrecipient); and
(2) actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

e. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the recipient's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

(1) Public sex offender and child abuse websites/registries

A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including--

(a) the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
(b) the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
(c) the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

(2) Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the recipient or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

(a) the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
(b) the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the recipient's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the recipient (or subrecipient) must consider the current and appropriate information described in paragraph 3.e.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the recipient (or subrecipient)
may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual—

a. Withholds consent to a criminal history search required by this condition;

b. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;

c. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;

d. To the knowledge of the recipient (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):

   1. sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;

   2. rape/sexual assault, including conspiracy to commit rape/sexual assault;

   3. sexual exploitation, such as through child pornography or sex trafficking;

   4. kidnapping;

   5. voyeurism; or

e. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. Administration; rule of construction

   a. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of this award, and throughout the remainder of the period of performance.

   b. The recipient is to contact the DOJ awarding agency with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.

   c. Award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition, provided that such funds would not supplant non-federal funds that would otherwise be available for such costs.

   d. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

xv. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.
Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

xvi. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ and/or DOJ in the manner (including within the timeframes) specified by DCJ in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

xvii. Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

xviii. Effect of failure to address audit issues

The recipient understands and agrees that the DCJ or the DOJ awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

xix. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DCJ during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DCJ high-risk grantee list.

xx. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

xxi. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

xxii. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

xxiii. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency.

xxiv. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out below, and are incorporated by reference here.

Background. The federal appropriations statutes that provide (among many other things) the funds that OJP awards in its grants and cooperative agreements include various restrictions on how the federal appropriated funds may be used. These restrictions, which often appear in sets of "General Provisions," typically do not relate to a particular program, or even to a particular agency such as OJP. Rather, they are wide-ranging, "cross-cutting" restrictions.

Award Condition: Each recipient of a DOJ award made with FY 2020 funds, and any subrecipient ("subgrantee") at any tier under a DOJ award made with FY 2020 funds, must comply with all applicable restrictions, as set out below.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the
recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency.

1. Restrictions applicable to all federal funds awarded with FY 2020 funds
   a. Publicity or propaganda. Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by the Congress.
   b. Certain employee trainings. Federal funds are not legally available, and may not be used, for any employee training that--
      (1) does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
      (2) contains elements likely to induce high levels of emotional response or psychological stress in some participants;
      (3) does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;
      (4) contains any methods or content associated with religious or quasi-religious belief systems or "new age" belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
      (5) is offensive to, or designed to change, participants' personal values or lifestyle outside the workplace.

      Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.
   c. Nondisclosure policies, forms, and agreements.
      (1) General rule - Federal funds are not legally available, and may not be used, to implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following provisions:

      "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing [federal] statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and [federal] statutory provisions are incorporated into this agreement and are controlling."

      Notwithstanding the above provision, a nondisclosure policy, form, or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an
authorized official of an executive agency or the United States Department of Justice, that are essential to reporting a substantial violation of law.

(2) Certain exceptions. Under certain circumstances, a nondisclosure agreement that does not contain the provisions set out in subsection (a) above nevertheless may continue to be implemented and enforced. Should a question arise as to whether an exception to the general rule set out in subsection (a) may be available for a particular nondisclosure agreement, the recipient is to contact DCJ for guidance, and the recipient may not use federal funds to implement, continue to implement, or enforce the nondisclosure agreement without the express prior written approval of DCJ.

d. ACORN and related organizations. Absent express prior written approval from DCJ, federal funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

xxv. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award—(1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

xxvi. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other
form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient —
   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --
   a. it represents that—
      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

xxvii. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.
Grantee: Black Hawk Police Department  
Project: COVID Staffing Budget Shortfall Funding Request  
DCJ Grant #: 2020-VD-20-1-12

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

**xxviii. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**xxix. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency**

If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**xxx. Maintaining contact information**

The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the grantee must submit a Change in Project Officials (DCJ Form 4-B).

**xxxi. Required SAM and FAPIIS reporting**

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this DOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of DOJ awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW web site at: https://www.justice.gov/ovw/grantees#award-conditions (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**H. Financial Requirements**

i. **Non-supplanting of State and local funds**

Supplanting arises when a Recipient reduces State or local funds for an activity specifically because federal funds are available (or are expected to be available) to fund that same activity.
Federal funds must be used to supplement existing State or local funds for program activities, and may not replace (that is, may not "supplant") State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law.

When supplanting is prohibited, potential supplanting will be the subject of DCJ monitoring and audit. Should a question of supplanting arise, the grantee will be required to substantiate that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**ii. Awards in excess of $5,000,000 - Certification related to federal taxes**

A recipient of an award in excess of $5,000,000 may be required to submit a particular certification concerning filing of federal tax returns, criminal convictions under the Internal Revenue Code, and unpaid federal tax assessments. In such cases, no award funds may be used until DCJ receives a satisfactory certification.

**iii. Misuse of award funds**

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

**iv. Limitation on use of funds to approved activities**

The recipient agrees that grant funds will be used only for the purposes described in this award. The grantee must not undertake any work or activities that are not described in this award, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from DCJ.

**v. Consultant compensation rates**

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, recipients must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

**vi. Employee compensation**

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
I. Civil rights requirements associated with DOJ awards

The Grantee hereby agrees that it will comply, and all of its subrecipients ("subgrantees") will comply, with the applicable provisions of:

i. Civil rights laws and nondiscrimination provisions

States and units of local government, public and nonprofit institutions of higher education, nonprofit organizations, for-profit businesses, and other recipients of DOJ grants may be subject to various federal civil rights laws for reasons other than their receipt of DOJ funds. Some examples include federal civil rights laws related to discrimination on the basis of race, color, national origin, sex, religion, or disability.

Because a DOJ award is a form of "federal financial assistance," the recipients of a DOJ award (and any "subrecipient" at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply.

In general, these additional requirements fall into one of two categories:

1. Civil rights laws (sometimes referred to as "cross-cutting" federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance -- regardless of which federal agency awards the grant or cooperative agreement -- and encompass the "program or activity" funded in whole or in part with the federal financial assistance.

2. Nondiscrimination provisions. These are requirements or restrictions that apply to certain OJP awards -- in addition to the civil rights laws -- because they are set out in a statute that applies specifically to one or more particular OJP grant programs, or to OJP awards made under a particular legal authority. Much like the civil rights laws, these provisions apply variously to the programs, activity, or undertaking funded in whole or in part by OJP, and are described herein.

   a. Such nondiscrimination provisions apply to some, but not all, OJP grant programs.

   b. The nondiscrimination provisions that apply to an OJP award (above and beyond the requirements in "cross-cutting" civil rights laws) may vary from award to award, even for awards made during the same fiscal year.

   c. Typically, no more than one of these nondiscrimination provisions will apply to any particular OJP award.

General information on the civil rights laws that apply to every OJP award, and on the nondiscrimination provisions that apply to some OJP awards, is available at https://ojp.gov/about/ocr/statutes-regulations.

NOTE: As discussed in more detail below, if a civil rights law or nondiscrimination provision prohibits discrimination in employment on the basis of religion, the prohibition is read together with the provisions of the Religious Freedom Restoration Act of 1993.

ii. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency

Compliance with the civil rights laws entails, among other things, taking reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to DOJ-
funded programs or services. An individual with limited English proficiency is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients of DOJ awards in meeting their obligations with respect to such individuals, DOJ has published a guidance document, available on the LEP.gov website.
EXHIBIT E, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.
EXHIBIT F, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.
Project Summary
We intend to use the funds to fill vacant positions unfunded due to budget shortfalls. The amount requested will fund salary and benefits for two entry level police officers for two years. The City of Black Hawk Police Department currently has 6 vacant positions which are not being filled due to budget constraints. Maintaining minimum staffing on our patrol shifts has become increasingly more difficult. We will be able to measure our goals by reaching our minimum staffing levels of two officers per shift.

Goals & Outcomes
Goal(s)  Maintain minimum staffing per shift
Outcome(s)  Officer safety, response times, lessen the need for mutual aid requests from other county agencies.
Measurement(s)  Decreased Overtime, Ability to approve time off requests, avoid staff reaching maximum PTO accrual. Decrease employee burnout and turnover.
Timeframe(s)  24 months
## Personnel: Budget & Budget Narrative Details

<table>
<thead>
<tr>
<th>Personnel Title and Name</th>
<th>Annual Base Salary</th>
<th>Annual Base Salary To Be Paid By Grant Funds</th>
<th>% To Be Paid By Grant Funds</th>
<th>Annual Fringe To Be Paid By Grant Funds</th>
<th>% To Be Paid By Grant Funds</th>
<th>Total Annual Base Salary + Fringe</th>
<th>OT - Annual Base Salary To Be Paid By Grant Funds</th>
<th>OT - Annual Fringe To Be Paid By Grant Funds</th>
<th>Total To Be Paid By Grant Funds (including overtime)</th>
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<tbody>
<tr>
<td>Police Officer I</td>
<td>$67,260</td>
<td>$67,260</td>
<td>100%</td>
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<td>100%</td>
<td>$107,000</td>
<td>$0</td>
<td>$382</td>
<td>$107,000</td>
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### Budget Narrative and Justification

Salary for an entry level officer plus benefits to include, medical, retirement and other City benefits. Overtime will be minimal and will be the responsibility of the employer. Benefits are 59.1% relative to the salary.

- **Police Officer I - Year 2**
  - Annual Base Salary: $67,260
  - Annual Fringe: $39,740
  - Total Annual Base Salary + Fringe: $107,000
  - OT - Annual Base Salary To Be Paid By Grant Funds: $0
  - OT - Annual Fringe To Be Paid By Grant Funds: $382
  - Total To Be Paid By Grant Funds (including overtime): $107,000

### Non-Personnel: Budget & Budget Narrative Details

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<th>Budget Item</th>
<th>Amount to Be Paid By Grant Funds</th>
<th>Budget Narrative and Justification</th>
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<td><strong>SUPPLIES &amp; OPERATING</strong></td>
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<td>Supplies &amp; Operating Total</td>
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<td><strong>TRAVEL</strong></td>
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<td>Travel Total</td>
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<tr>
<td>Equipment Total</td>
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<td><strong>CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)</strong></td>
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<td>Consultants/Contracts Total</td>
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<td><strong>INDIRECT</strong></td>
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<td>Indirect Total</td>
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<td><strong>Non-Personnel Total</strong></td>
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<td><strong>Grand Total</strong></td>
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RESOLUTION 65-2020

A RESOLUTION CONDITIONALLY APPROVING A SPECIAL REVIEW USE PERMIT TO ALLOW AN RV CAMPGROUND INCLUDING ONE CARETAKER'S UNIT AND AN INDOOR SHOOTING RANGE FOR THE PROPERTY DESCRIBED AS LOT 1, BLOCK 1 MINERS' MESA SUBDIVISION NO. 4
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 65-2020  

TITLE: A RESOLUTION CONDITIONALLY APPROVING A SPECIAL REVIEW USE PERMIT TO ALLOW AN RV CAMPGROUND INCLUDING ONE CARETAKER'S UNIT AND AN INDOOR SHOOTING RANGE FOR THE PROPERTY DESCRIBED AS LOT 1, BLOCK 1 MINERS' MESA SUBDIVISION NO. 4  

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:  

Section 1. Findings of Fact.  

A. On July 28, 2020 the City of Black Hawk received an application request for Special Review Use Permits for approval of Special Review Uses for both a Recreational Vehicle ("RV") campground and an indoor shooting range for property described as Lot 1, Block 1 of Miners' Mesa Subdivision Filing No. 4 (the "Property").  

B. Public notice has been given of such zoning by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing of such amendment.  

C. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.  

D. A need exists for issuance of the Special Review Use Permit under Sections 16-363 and Sections 16-365(e)(5) of the City of Black Hawk Municipal Code as follows:  

i. The uses in this location are compatible with the characteristics, purposes, dimensional regulations and supplementary regulations for the Commercial/Business Services (C/BS) zone district, and the particular Property and the surrounding area. Specifically, the proposed RV campground and indoor shooting range uses are consistent with the C/BS zone district characteristics and purpose, are compatible with the surrounding land uses, and will not pose a threat to public safety;  

ii. A need does exist for the proposed Special Review Use permit in order to allow the owner the ability to develop the property in a manner that will promote the goals of the Black Hawk 2020 Comprehensive Plan;  

iii. The application is in conformance with the goals and objectives of the Comprehensive Plan because the 2020 Comprehensive Plan identifies this area as the Miners' Mesa District and encourages commercial diversity in order to meet City goals including: transitioning from a local gaming area to a regional resort destination,
encouraging diversified commercial development to complement gaming, and
strengthening outdoor recreation;

iv. Adequate circulation exists and traffic movement would not be significantly
impeded by the development resulting from the application based on the fact the applicant
has provided a traffic letter regarding the proposed uses at the proposed Black Hawk Park
site; and

v. Any additional cost for municipal-related services resulting from the proposal will
not be solely incurred by the City. The applicant is aware that municipal-related costs
related to this development are the Property owners' responsibility unless otherwise
negotiated with the City.

Section 2. The City Council hereby determines to CONDITIONALLY APPROVE the
application for a special review use permit for an RV campground, including one caretaker unit
and an indoor shooting range, which conceptual plans for the Property include an RV campground
and amenities, an indoor shooting range, office, beer garden, distillery, and lawn games. The
approval is conditioned upon the following:

A. Submittal of any future site development plan(s) shall be in substantial
conformance with the Concept Plan and Phasing Plan herein provided as the latest plan of record
in this file;

B. Approval of subdivision plat is required prior to construction of Phase 1 of
development of the Property with the assumption that the distillery will be located on a separate
lot;

C. Approval of a Site Development Plan (SDP) and a Certificate of Architectural
Compatibility (COAC) is required prior to commencement of any construction. The SDP must
address all requirements outlined in Sec. 16-362. – Site development standards. The COAC must
address all requirements outlined in Sec. 16-368. – City Council design review and compatibility
process;

D. Phase 1 and a Phase 2 traffic impact studies are required with the submittal of the
Site Development Plan in accordance with Sec. 16-362(c) and must take into consideration all
existing and proposed uses accessing Miners' Mesa Road for each phase of the project;

E. The campground is required to have on-site restroom facilities, all-weather
accessibility and road surfacing, a caretaker's unit, and a source of water contained on-site
considered sufficient for fire protection;

F. A temporary septic system is not approved, and may not be included on the
Property;

G. A sanitary dump station is not approved and will not be allowed on the Property.
The temporary RV sites will either need sanitary connections, or provide notification to customers
that no sanitary hook ups nor dump station is provided on site;
H. Campground sites may not be used for permanent residency. Sites may be occupied for no longer than fifteen (15) consecutive days;

I. At least one tree per campsite, plus additional landscaping (including trees) throughout the site, and street-scape trees along Miners’ Mesa Road are required;

J. All relevant building permits and public works permits are required prior to any site improvements or construction of same (in accordance with the City of Black Hawk Municipal Code), and approval of a Site Development Plan is further required; and

K. Duration of the Special Review Use Permits shall operate or discontinue in accordance with Section 16-363 of the Black Hawk Municipal Code (Special review use permits) including but not limited to terms of process; transferability; duration; and suspension such Special Review Use Permits.

RESOLVED AND PASSED this 14th day of October, 2020.

________________________________________
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a Special Review Use related to allowing an indoor shooting range and campground use on property zoned Commercial/Business Services (CBS) and on property described in Exhibit A and generally located in the 900 block of Miners Mesa Road, Black Hawk, Colorado, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, October 14, 2020, at 3:00 p.m. or as soon as possible thereafter. The City of Black Hawk is hosting virtual City Council meetings in Zoom in response to the Coronavirus COVID-19 until further notice. There are no physical meetings at this time. This meeting will accommodate public engagement via a Zoom URL and/or phone number to join. Please go to the City of Black Hawk’s website for further instructions prior to the meeting.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

LOT 1, BLOCK 1, MINERS MESA SUBDIVISION FILING NO. 4
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: To consider a Resolution regarding the request for two Special Review Uses for property located on Miners Mesa Road.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE WITH CONDITIONS Resolution 65-2020, a resolution approving a Special Review Use permit to allow an RV campground including one caretaker's unit and an indoor shooting range for the property described as Lot 1, Block 1 Miners' Mesa Subdivision No. 4 with the following conditions:

1. Submittal of any future Site Development plan(s) shall be in substantial conformance with the Concept Plan and Phasing Plan herein provided as the latest plan of record in this file.
2. Approval of the subdivision plat is required prior to the construction of Phase 1, assuming that the distillery will be located on a separate lot.
3. Approval of a Site Development Plan (SDP) and a Certificate of Architectural Compatibility (COAC) is required prior to commencement of any construction. The SDP must address all requirements outlined in Sec. 16-362. Site development standards. The COAC must address all requirements outlined in Sec. 16-368. City Council design review and compatibility process.
4. Phase 1 and a Phase 2 traffic impact studies are required with the submittal of the Site Development Plan in accordance with Sec. 16-362(c) and must take into consideration all existing and proposed uses accessing Miners' Mesa Road for each phase of the project.
5. The campground is required to have on-site restroom facilities, all-weather accessibility and road surfacing, a caretakers unit, and a source of water contained on-site considered sufficient for fire protection.
6. A temporary septic system will not be acceptable.
7. A sanitary dump station will not be allowed. The temporary RV sites will either need sanitary connections or provide notification to customers that no sanitary hookups nor dump station are provided on-site.
8. Campground sites may not be used for permanent residency. Sites may be occupied for no longer than fifteen (15) consecutive days.
9. At least one tree per campsite, additional landscaping (including trees) throughout the site, and street-scape trees along Miner's Mesa Road are required.
10. All relevant building permits and public works permits are required prior to any site improvements, or construction of the same either before or after (in accordance with City Code) a Site Development Plan is approved and is the responsibility of the applicant.
11. Duration of the Approved Special Review Use shall operate or discontinue in accordance with all of Section 16-363 (Special review use permits) including but not limited to terms of process; transferability; duration; and suspension of the use permit.
SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk has received an application from Dalton Horan, Ventana Capital, Inc. requesting approval of two Special Review Uses – an RV campground and an indoor shooting range. The applicant proposed to develop Lot 1 Block 1 Miners' Mesa Subdivision No. 4 with an RV campground, indoor shooting range, office, beer garden, and distillery. The property is located in the Commercial/Business Services zone district, which permits the office, beer garden, and distillery uses but requires a Special Review Use permit for the campground, and indoor shooting range uses. Refer to the Staff Report included with this Request for Council Action.

AGENDA DATE: October 14, 2020

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Cynthia L. Linker
CP&D Director

DOCUMENTS ATTACHED:
Resolution 65-2020
Staff Report
Combined Application

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ ]Yes [ X ]N/A

SUBMITTED BY: Cynthia L. Linker, CP&D Director

REVIEWED BY: Stephen N. Cole, City Manager

________________________
Vincent Harris, AICP, Baseline Corporation
Staff Report
BACKGROUND:

On July 28, 2020 the City of Black Hawk received an application request for a Special Review Use (SRU) from Dalton Horan of Ventana Capital, Inc. The request is for approval of two Special Review Uses (campground and indoor shooting range) that are planned with the development of the proposed Black Hawk Park located on Miners Mesa Road across from the City’s Public Works facility. The property is described as Lot 1, Block 1 of Miners Mesa Subdivision Filing No. 4, and is approximately 47.7 acres in size. The property is owned by Club Vista Properties II, LLC, and the applicant, Dalton Horan, has been authorized to represent Club Vista Properties II, LLC in the processing of this application.

Special Review Uses are uses that are not out-right an ‘allowed’ use, but a use which may be allowed in the zoning district (here it is zoned C/BS) in which they are listed if it can be demonstrated that the use, in the proposed location, is compatible with the district characteristics, purposes, dimensional regulations and supplementary regulations for the zoning district in which the use is proposed and the particular site and the surrounding area. Uses stipulated in the Zoning Code as requiring a special review use permit shall only be allowed with prior issuance of such a permit by the Board of Aldermen. If approved by the Board – the applicant may apply for a Site Development Plan and provide construction documents and plans for construction of the infrastructure needed for the public and private improvements to ‘build’ the proposed development.

Land Dedication: On July 22, 2020, by Resolution 56-2020, Club Vista Properties II, LLC dedicated approximately 2.3 acres of Lot 1, Block 1 Miners’ Mesa Subdivision Filing No. 4 to the City of Black Hawk for the purposes of extending and improving Miners’ Mesa Road. This extension will provide improved access to the proposed Black Hawk Park. Refer to Figure 1.

Phased Development: The applicant has provided phased conceptual plans for the development of the proposed Black Hawk Park. Phase 1 of the development would include fifty (50) permanently located rental Airstream RVs, forty-three (43) temporary RV sites, six (6) indoor shooting range lanes housed in three (3) metal storage container modular units, a basecamp office, axe throwing, lawn games, and a beer garden. Each permanent Airstream site would include a propane grill, picnic table, shade sail, string lights and full hookups for water, sewer and electricity. The temporary RV sites would not have any amenities...
or hookups, but would provide one (1) RV parking space and two (2) vehicular parking spaces per site. Phase 1 of the development would also include the development of a distillery on a separate lot to be created on the eastern portion of the existing one-lot property. Phase 2 of the development would further subdivide the property creating eight (8) additional 1 acre commercial lots in the area where the temporary RV sites will be located in Phase 1. The Phase 2 commercial lots are proposed to be sold for the development of additional small scale distilleries in the future when the market is stronger to provide them. Refer to Figures 2 and 3.

Figure 1: Location Map

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Figure 2: Proposed Phase 1 Concept Plan

- Lawn Games
- Permanent RV Airstream Sites
- Temporary RV Sites
- Beer Garden
- Office
- Indoor Shooting Range
- Distillery Site

Figure 3: Proposed Phase 2 Concept Plan

- Remove Temporary RV Sites.
- Create Eight 1-Acre Commercial Lots.
ZONING:
The property is located in the Commercial/Business Services (C/BS) zone district. Permitted uses in the C/BS zone district include the proposed office, bar and distillery uses. The proposed campground and indoor shooting range uses are allowed only by Special Review Use in the C/BS zone district.

REQUEST:
**SRU - Campground:** The applicant is requesting special review use approval for a campground including one caretaker’s unit. (The City of Black Hawk Zoning Code requires one caretakers unit to be included with any approval of a special review use for a campground.) Conceptual plans have been prepared by the applicant for two phases. Phase 1 campground development includes 50 permanent Airstream RVs and associated amenities as well as 43 temporary RV sites. Phase 2 of the campground development would eliminate the 43 temporary RV sites and then add distillery type buildings/uses in their place. Images representing the proposed finished development of Phase 1 are included as Figures 4-9.

**Indoor Shooting Range:** The applicant is also requesting special review use approval for an indoor shooting range. The proposed indoor shooting range would consist of three storage containers manufactured specifically for this purpose. Each container would contain two lanes. Refer to Figure 10.

**Figure 4: Site Concept A**
Figure 5: Site Concept B

Figure 6: Example Airstream Site Concepts
Example Airstream Site Concepts (cont.)

Figure 7: Example Site Amenities Concepts
Figure 8: Example Beer Garden Concepts

Figure 9: Example Temporary RV Site

Figure 10: Example Indoor Shooting Range
Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

Sec. 16-7. Relationship to the Comprehensive Plan and other adopted plans.
It is the intent of the Board of Aldermen that this Chapter implement the planning policies adopted by the Board of Aldermen as reflected in the Comprehensive Plan and other related plans and planning documents. While the Board of Aldermen reaffirms its commitment that this Chapter and any amendment to it be in conformity with the adopted planning policies, the Board of Aldermen hereby expresses its intent that neither this Chapter nor any amendment to it may be challenged on the basis of any alleged nonconformity with any planning document.

Staff Comment: The Black Hawk 2020 Comprehensive Plan serves as a guiding document related to future zoning decisions that the City Council may see presented to the City for consideration. The property in question is located in the Miners’ Mesa District designated in the 2020 Comprehensive Plan. The Miners’ Mesa District has the following goals:

- Transition from a local gaming area to a regional resort destination
- Encourage diversified commercial development that complements gaming
- Strengthen outdoor recreational opportunities
- Expand public transportation

In addition, the 2020 Comprehensive Plan outlines desired uses for the Miners’ Mesa District which include event venues, distilleries, breweries, RV park/campgrounds, short term lodging and outdoor entertainment.

The proposed special uses can promote the goals of transitioning to a regional resort destination, encouraging diversified commercial development to complement gaming, and strengthening outdoor recreation. The proposed special uses are also consistent with the uses outlined in the Comprehensive Plan for the Miners’ Mesa District.

Sec. 16-363. - Special review use permits.
(a) Uses which require a special review use permit are those which may be allowed in the zoning district in which they are listed if it can be demonstrated that the use, in the proposed location, is compatible with the district characteristics, purposes, dimensional regulations and supplementary regulations for the zoning district in which the use is proposed of the zoning purposes of the district, the particular site and the surrounding area. Uses stipulated in this Chapter as requiring a special review use permit shall only be allowed with prior issuance of such permit by the Board of Aldermen as described below.

Staff Comment: The proposed Black Hawk Park property is located in the Commercial/Business Services (C/BS) zone district. The purpose of the C/BS zone district is “to encourage a broad range of commercial services for visitors and residents, which are conveniently accessible by automobile, and which are designed to complement each other in character, scale and proximity.” Permitted uses in the C/BS district include: retail, restaurants, bars, lodging, offices, indoor recreation, parks, event centers and mini warehousing/storage. Special review uses in the C/BS district, and relevant to this application include:
• Indoor shooting ranges may be permitted if they are designed to be consistent with the desired character of the area, do not adversely affect other uses in the area and do not pose a threat to public safety.

• Campgrounds, including those providing recreational vehicle hookups. These specific uses shall be required to provide for on-site sanitary facilities, all-weather accessibility and road surfacing, and a caretaker residence. Campgrounds shall also be required to have a source of water contained on-site considered sufficient for fire protection. No campground shall be located within five hundred (500) feet of a preexisting residentially developed property.

The land uses surrounding the proposed Black Hawk Park property include vacant land to the west, east and north, and public facilities to the south. No existing residential home(s) are within 500 feet of this entire property. The proposed RV campground and indoor shooting range uses are consistent with the C/BS zone district characteristics and purpose, are compatible with the surrounding land uses, and will not pose a threat to public safety. Because the existing site is currently largely covered with asphalt, the development should include landscaping and vegetation in order to make it more compatible with the surrounding open space and the landscaped public facilities nearby. At least one tree per campsite, additional landscaping (including trees) throughout the site, and street-scape trees along Miner’s Mesa Road are recommended by staff in the suggested conditions below.

Conditions as outlined in the Zoning Code stated above for campgrounds should also be included as conditions with the special review use if approved. Those conditions include on-site restroom facilities, all-weather accessibility and road surfacing, caretaker residence, and on-site water sufficient for fire protection.

Sec. 16-365. Rezoning procedures, amendments to zoning ordinance and special review use permits.
(a) The City may from time to time amend the number, shape or boundaries of any zoning district, the uses permitted within a zoning district, any regulation of or within a zoning district or any other provision of this Chapter.

Staff Comment: The applicant is requesting the approval of a special review use as allowed within the Commercial/Business Services zone district, specifically for the property described as Lot 1, Block 1 Miners’ Mesa Subdivision No. 4.

(e) Procedure for special review use permits and amending the Zoning Ordinance or the Zoning Map. Amendments to this Chapter or to the Zoning Map or the procurement of a special review use permit shall be processed in the following manner:

(1) Submittal of application. The applicant must submit to the Planning Department the materials necessary for the application to be heard by the Board of Aldermen. The Planning Department shall have ten (10) days to review the submittal for completeness.

Staff Comment: The applicant has submitted the materials necessary for review and hearing before the Board of Aldermen. Special Review Uses follow the same procedure, generally, as a Rezoning application.

(2) The Planning Department will send the application out for referrals to various agencies for comment. These agencies will have twenty-five (25) days to respond.

Staff Comment: The application was sent out on two referrals: July 30, 2020 and September 9, 2020. Most of the referral comments were addressed during these two rounds of review. Outstanding items have been addressed as conditions of approval.
(3) A hearing is scheduled before the Board of Aldermen as provided in Section 16-369.

**Staff Comment:** A public hearing was set before the Board of Aldermen for October 14, 2020.

(4) Board of Aldermen hearing. The Board of Aldermen conducts a public hearing to consider the application. Notice of the hearing shall be given as provided in Section 16-369. The Board of Aldermen, at the public hearing and after review and discussion of the proposal, shall take one (1) of the following actions:

a. Approval of the application, without conditions.

b. Conditional approval of the application, indicating for the record what condition shall be attached to the proposal.

c. Disapproval of the application, indicating for the record the reason for the recommendation of denial.

**Staff Comment:** A public hearing was set and newspaper and sign posting notices were provided as required in Section 16-369.

(5) Basis for approval. The Board of Aldermen shall give consideration to and satisfy themselves of the criteria set forth below on land use applications identified in Section 16-361 except subdivisions:

a. That a need exists for the proposal;

**Staff Comment:** A need does exist (if City Council agrees that the proposed uses are compatible to the site and the area) for the proposed Special Review Use permit in order to allow the owner the ability to develop the property in a manner that will promote the goals of the Comprehensive Plan. If approved, it will promote the goals of the Black Hawk 2020 Comprehensive Plan as outlined in Staff Comments below.

b. That the proposal is in conformance with the goals and objectives of the Comprehensive Plan;

**Staff Comment:** The 2020 Comprehensive Plan identifies this area as the Miners’ Mesa District and encourages commercial diversity in order to meet City goals including: transitioning from a local gaming area to a regional resort destination, encouraging diversified commercial development to complement gaming, and strengthening outdoor recreation.

c. That there has been an error in the original zoning; or

**Staff Comment:** Not applicable.

d. That there have been significant changes in the area to warrant a zone change;

**Staff Comment:** Since the request is not for a zone change, this item is not applicable.

e. That adequate circulation exists in the area of the proposal and traffic movement would not be significantly impeded by the development resulting from the proposal; and

**Staff Comment:** The applicant has provided a traffic letter regarding the proposed uses at the proposed Black Hawk Park site. This traffic letter is satisfactory to City staff and to Stolfus Engineering, the traffic engineering consultant for the City, for the review and approval of the special review uses proposed. A traffic report that includes all of the uses planned for the site has been requested by Stolfus and shall be submitted by the applicant at the time of Site Development Plan submittal.
f. That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.

Staff Comment: The applicant, property owner and the City have and will continue to be in negotiations regarding the planned extension and improvements of Miners’ Mesa Road, new water and sewer lines, as well as gas and electricity to the site. The applicant is aware that municipal-related costs related to this development are the property owners’ responsibility unless otherwise negotiated with the City.

STAFF SUMMARY:
Staff from Baseline Corporation has evaluated the information provided by the applicant requesting the Special Review Use permit for the property located on Miners’ Mesa Road described at Lot 1, Block 1 Miners’ Mesa Subdivision No. 4 allowing for an RV campground including one caretaker unit and an indoor shooting range. Conceptual plans for the property include development of the property with an RV campground and amenities, an indoor shooting range, office, beer garden, distillery, and lawn games. The development of this property with these proposed uses can be consistent with the Black Hawk Comprehensive Plan and City goals. In addition, the application was received and processed in accordance with the Municipal Code. Staff recommends the following conditions of approval:

1. Submittal of any future Site Development plan(s) shall be in substantial conformance with the Concept Plan and Phasing Plan herein provided as the latest plan of record in this file.
2. Approval of subdivision plat is required prior to construction of Phase 1 assuming that the distillery will be located on a separate lot.
3. Approval of a Site Development Plan (SDP) and a Certificate of Architectural Compatibility (COAC) is required prior to commencement of any construction. The SDP must address all requirements outlined in Sec. 16-362. - Site development standards. The COAC must address all requirements outlined in Sec. 16-368. – City Council design review and compatibility process.
4. Phase 1 and a Phase 2 traffic impact studies are required with the submittal of the Site Development Plan in accordance with Sec. 16-362(c) and must take into consideration all existing and proposed uses accessing Miners’ Mesa Road for each phase of the project.
5. The campground is required to have on-site restroom facilities, all-weather accessibility and road surfacing, a caretakers unit, and a source of water contained on-site considered sufficient for fire protection.
6. A temporary septic system will not be acceptable.
7. A sanitary dump station will not be allowed. The temporary RV sites will either need sanitary connections, or provide notification to customers that no sanitary hook ups nor dump station is provided on site.
8. Campground sites may not be used for permanent residency. Sites may be occupied for no longer than fifteen (15) consecutive days.
9. At least one tree per campsite, additional landscaping (including trees) throughout the site, and street-scape trees along Miners’ Mesa Road are required.
10. All relevant building permits and public works permits are required prior to any site improvements or construction of same either before or after (in accordance with City Code) a Site Development Plan is approved and are the responsibility of the applicant.
11. Duration of the Approved Special Review Use shall operate or discontinue in accordance with all of Section 16-363 (Special review use permits) including but not limited to terms of process; transferability; duration; and suspension of the use permit.
**FINDINGS:**
City Council may approve, conditionally approve, or deny a special review use request. To support this proposal, the following findings can be used:

*The proposed special review uses for Lot 1 Block 1 Miners’ Mesa Subdivision No. 4 are consistent with the City of Black Hawk 2020 Comprehensive Plan and the City of Black Hawk Municipal Code Sections 16-363. - Special review use permits, and 16-365. Rezoning procedures, amendments to zoning ordinance and special review use permits as noted and evaluated in the staff report presented to City Council.*

**RECOMMENDATION:**
Staff recommends the following motion to the Mayor and Board of Aldermen:

**MOTION TO APPROVE WITH CONDITIONS** Resolution No. 65-2020, a resolution approving a Special Review Use permit to allow an RV campground including one caretakers unit and an indoor shooting range for the property described as Lot 1, Block 1 Miners’ Mesa Subdivision No. 4 with the following conditions:

1. Submittal of any future Site Development plan(s) shall be in substantial conformance with the Concept Plan and Phasing Plan herein provided as the latest plan of record in this file.
2. Approval of subdivision plat is required prior to construction of Phase 1 assuming that the distillery will be located on a separate lot.
3. Approval of a Site Development Plan (SDP) and a Certificate of Architectural Compatibility (COAC) is required prior to commencement of any construction. The SDP must address all requirements outlined in Sec. 16-362. - Site development standards. The COAC must address all requirements outlined in Sec. 16-368. – City Council design review and compatibility process.
4. Phase 1 and a Phase 2 traffic impact studies are required with the submittal of the Site Development Plan in accordance with Sec. 16-362(c) and must take into consideration all existing and proposed uses accessing Miners’ Mesa Road for each phase of the project.
5. The campground is required to have on-site restroom facilities, all-weather accessibility and road surfacing, a caretakers unit, and a source of water contained on-site considered sufficient for fire protection.
6. A temporary septic system will not be acceptable.
7. A sanitary dump station will not be allowed. The temporary RV sites will either need sanitary connections, or provide notification to customers that no sanitary hook ups nor dump station is provided on site.
8. Campground sites may not be used for permanent residency. Sites may be occupied for no longer than fifteen (15) consecutive days.
9. At least one tree per campsite, additional landscaping (including trees) throughout the site, and street-scape trees along Miner’s Mesa Road are required.
10. All relevant building permits and public works permits are required prior to any site improvements or construction of same either before or after (in accordance with City Code) a Site Development Plan is approved and are the responsibility of the applicant.
11. Duration of the Approved Special Review Use shall operate or discontinue in accordance with all of Section 16-363 (Special review use permits) including but not limited to terms of process; transferability; duration; and suspension of the use permit.
ATTACHMENTS:

• Combined application
Applicant’s Submittal
# FORMAL LAND USE APPLICATION

City of Black Hawk  
Community Planning and Development  
211 Church Street, P.O. Box 68, Black Hawk, CO 80422  
Phone: 303-582-0615 or www.cityofblackhawk.org

**COMPLETE ALL BOXES – Incomplete applications will not be processed**

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Dalton Horan</th>
</tr>
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<tbody>
<tr>
<td>Applicant Phone:</td>
<td>303-946-8012</td>
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<tr>
<td>Property Owner Name:</td>
<td>Club Vista Properties II, LLC</td>
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<tr>
<td>Project Name:</td>
<td>Black Hawk Park</td>
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<tr>
<td>Project Address or Location:</td>
<td>Miners Mesa Rd, Black Hawk, CO 80422</td>
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<tr>
<td>Existing Subdivision, Lot &amp; Block:</td>
<td>Miners Mesa Subdivision Filing #4 49 Acres</td>
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</tr>
<tr>
<td>Applicant Address &amp; Zip Code:</td>
<td>9801 E. Easter Ave. Centennial, CO 80112</td>
</tr>
<tr>
<td>Applicant Email:</td>
<td><a href="mailto:dahoran@ventanacap.com">dahoran@ventanacap.com</a></td>
</tr>
<tr>
<td>Property Owner Address &amp; Zip Code:</td>
<td>145 E. Warm Springs Rd. Las Vegas, NV 89119</td>
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<tr>
<td>Property Owner Email:</td>
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</tr>
<tr>
<td>Project Description:</td>
<td>SRU - RV Park, indoor shooting range</td>
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<tr>
<td>Project Parcel Number:</td>
<td>R013116</td>
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<td>Proposed Use:</td>
<td>RV Park, indoor shooting range, distillery</td>
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**ITEMS REQUIRED WITH FORMAL LAND USE APPLICATION SUBMITTAL:**

- This completed & signed Formal Land Use Application form
- All Items indicated/checked on the Formal Land Use Application Checklist that is attached
- Formal Land Use Application Deposit in the amount of $3,000

**APPLICATION AND FEE AGREEMENT:**

The Black Hawk Adopted Fee Schedule and Section 16-370 of the Black Hawk Municipal Code establishes the requirement for applicants to pay fees to cover the costs the City may incur by having City approved consultants evaluate and process applications.

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner and commit to deposit the sum of $3,000 to be used to pay the City’s expenses to review, evaluate and process the Application ("Deposit"), which funds may be used to pay the cost of third-party consultants plus fifteen percent (15%) of such actual costs for City staff administrative costs and supplies. **I understand that if Formal Land Use Application costs exceed the amount collected, the City will invoice me, as the applicant, for the additional consultant cost plus a 15% administrative fee.** I additionally agree that I am not acquiring any rights by virtue of the payment of the City’s expenses.

**Applicant’s Signature:** [Signature]  
**Date:** 7/7/2020

FOR CITY USE ONLY:  
Received by:  
**Date:**
July 7, 2020

City of Black Hawk
Community Planning & Development
211 Church Street
Black Hawk, CO 80422

SUBJECT: BLACK HAWK PARK – SPECIAL REVIEW USE (SRU) COVER LETTER (P-20-13)

To whom it may concern:

Rick Engineering Company (RICK) is pleased to submit the attached Special Review Use (SRU) package for the Black Hawk Park development on behalf of Ventana Capital, Inc. (the Applicant). We have included the Applicant’s and Owner’s contact information below for your reference:

Applicant: Ventana Capital, Inc.
9801 E. Easter Ave.
Centennial, CO 80112
Contact: Dalton Horan
Phone: 303-946-8012
Email: dahoran@ventanacap.com

Owner: Club Vista Properties II, LLC
145 East Warm Springs Road
Las Vegas, NV 89119

The Black Hawk Park property is located within the City of Black Hawk off Miner’s Mesa Road. The property is approximately 49 acres in area. The property is currently Zoned Commercial/Business Services (C/BS). The City of Black Hawk comprehensive plan designates this property as Low Intensity Mixed Use and does not fall within a defined Overlay District.

The majority of the property is a plateau at the top of Miner’s Mesa road overlooking the City of Black Hawk. The plateau area generally falls west to east, with a low point near the existing detention pond. The ground falls steeply from the plateau to the north and northeast extending past the property boundary. The Black Hawk Park property proposes a variety of complimentary and unique services and uses, including:

- RV park with 50 permanent Airstream trailer units and additional pull-up RV spaces
- Indoor shooting range facilities suitable for rifle and small arms
- Distillery facilities including tasting rooms

It is proposed to re-subdivide the existing site into 6 lots and 1 tract to serve the uses listed above. In the initial phase it is intended to utilize lots 1-5 for the RV park and shooting range facility, with a distillery facility on lot 6. The campground check-in office will serve dual purpose and also oversee the shooting range facility. Over time, lots 2-5 are intended to be sold as pads to additional distilleries, truncating the internal RV park access road and RV pull-up parking accordingly. The ultimate buildout condition will have the RV park on Lot 1 only, with distilleries occupying the
remaining lots. The tract will remain as open space throughout the development cycle. This Special Review Use (SRU) application is requested for the following uses on the property:

- Indoor Shooting Range
- Recreational Campground

Please refer to the Conceptual Site Plan provided with this application for further information on layout of the proposed Special Review Uses. It is intended that detailed Site Development Plans shall be submitted independently for each lot (or group of lots) as they are developed.

Included with this cover letter and written description are the following documents:

- Application Form
- Location Map
- Title Commitment
- Warranty Deed
- Authorization Letter (from Owner)
- Authorization of Signature
- Conceptual Site Plan
- Existing Conditions Survey Exhibit
- Traffic Letter
- Legal Description

If you have any questions regarding the documents provided with this application, please contact us at 303-537-8020.

Sincerely,

RICK ENGINEERING COMPANY

Jason Krall, P.E.
Principal Project Engineer
September 2, 2020

Mr. Bryan Horan
Ventana Capital, Inc.
9801 E. Easter Avenue
Centennial, CO 80112

SUBJECT: BLACK HAWK PARK DRAFT TRAFFIC ASSESSMENT
(RICK ENGINEERING COMPANY JOB NUMBER 19094/1055)

Dear Mr. Horan:

The following letter has been prepared to quantify the expected traffic generation along the adjacent roadways for the above-referenced project, located at the terminus of Miners Mesa Road in the City of Black Hawk, Colorado. The proposed project will consist of 91 RV campground sites, a 4-lane indoor shooting range, and a distillery use on a 47.72-acre site. Exhibit 1 attached to this letter shows the project vicinity map.

PROJECT DESCRIPTION

The proposed 91 RV campsites would be located on Lots 1 through 5, and Lot 6 would include the proposed distillery use. The indoor shooting range would be located on Lot 1 near the campground entrance. Out of the 91 RV sites, 50 sites will provide permanent Airstream trailers for campers, while the remaining 41 sites will be available for campers to drive into with their own RVs. The proposed distillery use on Lot 6 would consist of a main distillery building including an outdoor patio and a barrel storage building.

Access to the project site will be provided from Miners Mesa Road. Two internal one-way loop roads will be constructed to provide access to the RV campsites in Lots 1 through 5. The primary entrance to the RV campsites will be provided within Lot 1, and a secondary emergency access will be provided within Lot 4.

A separate access driveway and parking lot will be constructed for the distillery use in Lot 6. A one-way internal loop road will be constructed for delivery trucks to access the barrel storage building and grain silo dock on outside of main distillery building.

PROJECT TRIP GENERATION

The trip generation for the proposed RV campground was developed based on the Friday PM and Saturday PM peak periods (4:00-6:00 PM both days), which were determined to be the days and time periods when the highest number of trips would be generated by the project and also when the City of Black Hawk experiences the highest traffic volumes.
The project trip generation was calculated based on the ITE *Trip Generation Manual* (10th Edition, 2017) trip rates for a Campground/RV Park use (ITE Land Use Code 416). However, the *ITE Trip Generation Manual* 10th Edition does not have weekend trip generation rates for a Campground/RV Park use (Land Use Code 416). The weekday PM peak hour of generator was used for both the Friday PM and Saturday PM peak hour trip rates (0.41 trips per occupied campsite), which is higher than the weekday PM peak hour of adjacent street traffic trip rate (0.27 trips per occupied campsite).

The *ITE Trip Generation Manual* 10th Edition also does not have daily trip rates for a Campground/RV Park use (ITE Land Use Code 416) for either weekdays or weekends, as only peak hour trips rates are provided. The Friday and Saturday daily trip rates for the Campground/RV Park use were derived from the San Diego Association of Governments (SANDAG) weekday daily trip generation rate for a campground use (4 trips per campsite). The SANDAG weekday daily trip rate of 4 trips per campsite was multiplied by the ratio of the of the ITE Land Use Code 416 weekday PM peak hour of generator trip rate and the weekday PM peak hour of adjacent street traffic trip rate ((4 * 0.41/0.27) to derive the Friday and Saturday daily trip rate for the campground/RV park use.

As no trip generation rates are available in the *ITE Trip Generation Manual* 10th Edition for a shooting range use, the trip generation rates for the proposed indoor shooting range were developed based on the Friday and Saturday daily and peak hour trip rates for a Golf Driving Range (Land Use Code 432) from the *ITE Trip Generation Manual* 10th Edition. It was determined that the individual tee positions at a golf driving range would yield a similar trip generation rate to an indoor shooting range, and such an example is provided in the *Gun Range Development Traffic Impact Analysis*, 2350 Franklin Road, Lawrence, Kansas (CFS Engineers, December 2016).

The ITE Manufacturing trip rate used for the proposed distillery use (ITE Land Use Code 140) is based on the number of employees to be consistent with the trip generation used for the distillery use in the *Lake Gulch Whiskey Resort Traffic Impact Study* (Kimley Horn & Associates, March 2020). It was assumed that there would be 18 employees for the Phase One distillery use on Fridays and Saturdays, which is consistent with the *Lake Gulch Whiskey Resort Traffic Impact Study*.

Consistent with the *Lake Gulch Whiskey Resort Traffic Impact Study*, a total of 5 delivery trucks was assumed for the distillery use, with 10 truck trips per day and with 4 truck trips occurring during the Friday PM peak hour. No truck trips are assumed for the Saturday peak hour, based on the *Lake Gulch Whiskey Resort Traffic Impact Study*.

It was assumed in the *Lake Gulch Whiskey Resort Traffic Impact Study* that one tour per hour with 30 patrons per tour would be offered upon opening year of the distillery. The *Lake Gulch Whiskey Resort Traffic Impact Study* conservatively assumed one person per vehicle for the distillery tours, but acknowledged that the actual rate would be approximately two persons per vehicles. For the purposes of this study, a rate of two persons per vehicle was assumed for the distillery tours. Consistent with the *Lake Gulch Whiskey Resort Traffic Impact Study*, one tour per hour with 30 patrons per tour was assumed.

Table 1 attached to this letter summarizes the trip generation for the proposed project. As shown, the proposed project is estimated to generate approximately 902 daily trips and 85 PM peak hour trips (45 inbound, 40 outbound) on a Friday, and is estimated to generate approximately 896 daily trips and 78 PM peak hour trips (44 inbound, 34 outbound) on a Saturday.
It is expected that all project trips would use the Miners Mesa Road to access the project site. It is estimated that approximately 90% of project trips would distribute to/from Highway 119, and the remaining 10% would distribute to/from Bobtail Road west of Miners Mesa Road. The addition of 85 peak hour trips to the Miners Mesa Road / Bobtail Road intersection is expected to result in only a nominal change in traffic operations on roadways or at intersections within the immediate vicinity of the project site.

If you have any questions, please contact me on my direct office line at (619) 908-3503 or by email at dmizell@rickengineering.com.

Sincerely,

RICK ENGINEERING COMPANY

David Mizell, AICP
Associate Traffic Planner

Brian Stephenson, PE, PTOE
Associate Principal

Attachments
### TABLE 1
BLACK HAWK PARK
FRIDAY AND SATURDAY PROJECT TRIP GENERATION SUMMARY

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Quantity</th>
<th>Fri. Daily Rate</th>
<th>Fri. ADT</th>
<th>Friday PM Peak Hour</th>
<th>Sat. Daily Rate</th>
<th>Sat. ADT</th>
<th>Saturday PM Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In : Out</td>
<td>Volumes</td>
<td></td>
<td>In : Out</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In</td>
<td>Out</td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td><strong>Campground</strong> (ITE LU Code 416)</td>
<td>91 sites</td>
<td>6.07</td>
<td>553</td>
<td>0.41</td>
<td>62% : 38%</td>
<td>23</td>
<td>15</td>
</tr>
<tr>
<td><strong>Indoor Shooting Range</strong> b</td>
<td>4 lanes</td>
<td>13.65</td>
<td>55</td>
<td>1.25</td>
<td>45% : 55%</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td><strong>Manufacturing</strong> (ITE LU Code 140)</td>
<td>18 employees d</td>
<td>2.47</td>
<td>44</td>
<td>0.45</td>
<td>44% : 56%</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td><strong>Distillery operations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Delivery Trucks</strong> e</td>
<td>5 trucks</td>
<td>10</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Distillery Tours</strong> f</td>
<td>30 persons per hour</td>
<td>240</td>
<td></td>
<td>15</td>
<td>15</td>
<td>30</td>
<td>240</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT TRIPS**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th>In</th>
<th>Out</th>
<th>Total</th>
<th></th>
<th>In</th>
<th>Out</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>902</td>
<td>45</td>
<td>40</td>
<td>85</td>
<td>896</td>
<td>44</td>
<td>34</td>
<td>78</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Footnotes:

1. Source: The ITE Trip Generation Manual 10th Edition does not have weekend trip generation rates for a campground/RV park use (Land Use Code 416). The weekday PM peak hour of generator was used for both the Friday PM and Saturday PM peak hour trip rates (0.41 trips per occupied campsite), which is significantly higher than the weekday PM peak hour of adjacent street traffic trip rate (0.27 trips per occupied campsite). The ITE Trip Generation Manual 10th Edition also does not have daily trip rates for either weekdays or weekends, as only peak hour trip rates are provided. Friday and Saturday daily trip rates in this table were derived from the San Diego Association of Governments (SANDAG) weekday daily trip generation rate for a campground use (4 trips per campsite). This weekday daily trip rate of 4 trips per campsite was multiplied by the ratio of the of the Friday/Saturday PM peak hour trip rate and the weekday PM peak hour of adjacent street traffic trip rate ((4 * 0.41/0.27) to derive the Friday and Saturday daily trip rate for the campground/RV park use.

2. Source: The ITE Trip Generation Manual 10th Edition does not have weekend trip generation rates for a campground/RV park use (Land Use Code 416). The weekday PM peak hour of generator was used for both the Friday PM and Saturday PM peak hour trip rates (0.41 trips per occupied campsite), which is significantly higher than the weekday PM peak hour of adjacent street traffic trip rate (0.27 trips per occupied campsite). The ITE Trip Generation Manual 10th Edition also does not have daily trip rates for either weekdays or weekends, as only peak hour trip rates are provided. Friday and Saturday daily trip rates in this table were derived from the San Diego Association of Governments (SANDAG) weekday daily trip generation rate for a campground use (4 trips per campsite). This weekday daily trip rate of 4 trips per campsite was multiplied by the ratio of the of the Friday/Saturday PM peak hour trip rate and the weekday PM peak hour of adjacent street traffic trip rate ((4 * 0.41/0.27) to derive the Friday and Saturday daily trip rate for the campground/RV park use.

3. Source: The Saturday daily and peak hour trip rate for a Golf Driving Range (Land Use 432) from the ITE Trip Generation Manual 10th Edition, 2017 was used to estimate the trip generation for an indoor shooting range. It was determined that the individual tee positions at a golf driving range would yield a similar trip generation rate to an indoor shooting range, and such an example is provided in the Traffic Impact Analysis prepared for the Gun Range Development, 2350 Franklin Road, Lawrence, Kansas (CFS Engineers, December 2016).


5. Source: The number of employees is based on the estimated employees for a distillery use in the Lake Gulch Whiskey Resort Traffic Impact Study (Kimley Horn & Associates, March 2020).


7. Source: Based on information on tours for a distillery use from the Lake Gulch Whiskey Resort Traffic Impact Study (Kimley Horn & Associates, March 2020). Assumes total of 8 tours per day, with one tour per hour with 30 persons per tour. Assumes 2 persons per vehicle and each vehicle would generate 2 trips (arrive and depart).
Airstreamers Nest
Conceptual Imagery

Note: Images shown are conceptual. Final amenity details may vary from the conceptual imagery shown.
Airstreamers Nest
Conceptual Renderings
COUNCIL BILL 28
ORDINANCE 2020-28
AN ORDINANCE
APPOINTING DIRECTORS
TO THE BOARD OF THE
BLACK HAWK BUSINESS
IMPROVEMENT DISTRICT
TITLE: AN ORDINANCE APPOINTING DIRECTORS TO THE BOARD OF THE BLACK HAWK BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the Black Hawk Business Improvement District (the "BID") was organized by Councilman's Bill Number 26, Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, the Board of Directors of the BID has been appointed by the City Council. All Board members must, by law, be electors of the BID; and

WHEREAS, the BID currently has vacancies on the Board of Directors that are required to be filled by the City Council.

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

Section 1. Based upon the recommendations provided by owners of taxable property in the BID and other information available to the City, and finding that there are presently vacancies to be filled on the BID Board, pursuant to Section 31-25-1209(1)(b), C.R.S., the City Council hereby appoints the following electors of the BID to the office of Director of the BID:

A. Tim Morrissey; and
B. Kenneth J. Ostempowski

and congratulates them on their appointment.

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

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

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.
READ, PASSED AND ORDERED POSTED this 14\textsuperscript{th} day of October, 2020.

_______________________________

David D. Spellman, Mayor

ATTEST:

_______________________________

Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Appointing two Directors to the Board of the Black Hawk Business Improvement District

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 28, An Ordinance Appointing Directors to the Board of the Black Hawk Business Improvement District

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Black Hawk Business Improvement District (BID) was organized by Councilman's Bill Number 26, Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, the Board of Directors of the District has been appointed by the City Council. All Board members must, by law, be electors of the District. The BID currently has two vacancies on the Board of Directors that is required to be filled by the City Council.

Based upon the recommendations provided by owners of taxable property in the BID and other information available to the City, and finding that there is presently two vacancies to be filled on the BID Board, pursuant to Section 31-25-1209(1)(b), C.R.S., the City Council hereby appoints, Tim Morrissey, General Manager of the Saratoga Casino Black Hawk, and Kenneth J. Ostempowski, Senior Vice President and General Manager of the Isle Casino Hotel & Lady Luck Casino, Caesars Entertainment, Inc., to the office of Director of the Business Improvement District.

Mr. Morrissey and Mr. Ostempowski were confirmed by the BID Board on September 1, 2020 with a unanimous recommendation for appointment.

AGENDA DATE: October 14, 2020

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]N/A

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk
Administrative Services Director

DOCUMENTS ATTACHED: Letters from BID District Manager and Designation of Electors

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A

SUBMITTED BY: Reviewed by:

Melissa Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager
October 8, 2020

Corey Y. Hoffmann Esq. via email
Hayes Phillips Hoffmann & Carberry
1350 17th Street, Suite 450
Denver, CO 80202

RE: REPLACEMENT BOARD MEMBER/BLACK HAWK BUSINESS IMPROVEMENT DISTRICT

Dear City Attorney Hoffmann:

The Board of Directors of the Black Hawk Business Improvement District (“BID”) has directed me to request that the City of Black Hawk appoint Kenneth J. Ostempowski as the designated elector of Isle/Lady Luck Casinos to the Board of Directors of the BID. Mr. Ostempowski is replacing Rodney Turlan.

Mr. Ostempowski has been confirmed by the BID Board at their September 1, 2020 Board meeting and has received the Board’s unanimous recommendation for appointment to the BID Board at the City Council’s earliest opportunity.

If you have any questions, please do not hesitate to contact me.

Thank you,

Black Hawk Business Improvement District

/s/ Lynnette Hailey
District Manager

Attachments

CC: Thomas George, Esq.
David D. Spellman, Mayor
Melissa Greiner, BH City Clerk w/attachments
RESOLUTION 66-2020
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE QUITCLAIM DEEDS ON BEHALF OF THE CITY TO REGISTERED ELECTORS QUALIFIED TO SERVE ON THE SILVER DOLLAR METROPOLITAN DISTRICT
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 66-2020  

TITLE: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE QUITCLAIM DEEDS ON BEHALF OF THE CITY TO REGISTERED ELECTORS QUALIFIED TO SERVE ON THE SILVER DOLLAR METROPOLITAN DISTRICT  

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:  

Section 1. Consistent with the Eighth Amendment to the Service Plan of the Silver Dollar Metropolitan District (the "District") changing the number of the District's Board of Directors from five (5) to nine (9) pursuant to the City of Black Hawk Home Rule Charter, and based on the City's ownership of certain property within the boundaries of the District, the City Council hereby authorizes the Mayor to execute a Quitclaim Deed on behalf of the City upon the City's receipt of a request from a qualified elector, upon recommendation of the District, to serve on the Board of Directors of the District.  

RESOLVED AND PASSED this 14th day of October, 2020.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

______________________________  
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Quitclaim Deeds for SDMD Registered Electors

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 66-2020 A Resolution Authorizing the Mayor to Execute Quitclaim Deeds on Behalf of the City to Registered Electors Qualified to Service on the Silver Dollar Metropolitan District

AGENDA DATE: October 14, 2020

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] N/A

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk
Administrative Services Director

DOCUMENTS ATTACHED: N/A

RECORD: [ ] Yes [X] No

CITY ATTORNEY REVIEW: [X] Yes [ ] N/A

SUBMITTED BY: [X] Yes [ ] N/A

REVIEWED BY: [X] Yes [ ] N/A

Melissa Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager