

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB16

ORDINANCE NUMBER: 2020-16

TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING CORONAVIRUS RELIEF FUND DISTRIBUTIONS BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF GILPIN COUNTY AND THE CITY OF BLACK HAWK

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

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement Regarding Coronavirus Relief Fund Distributions between the Board of County Commissioners of Gilpin County and the City of Black Hawk, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, 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.

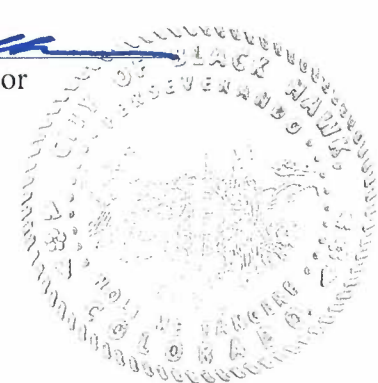
Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 24th day of June, 2020.

ATTEST:


Melissa A. Greiner, CMC, City Clerk


David D. Spellman, Mayor



INTERGOVERNMENTAL AGREEMENT REGARDING CARES ACT FUND DISTRIBUTIONS

This Intergovernmental Agreement for funding related to the distribution of CARES Act funds ("Agreement") is made by and among the Board of County Commissioners of Gilpin County, Colorado (referred to as "County"), and the City of Central, Colorado ("Central"), and City of Black Hawk, Colorado ("Black Hawk"). Central City and Black Hawk will be collectively referred to as the "Cities". The County and Cities will jointly be referred to as the "Parties" and may individually be referred to as a "Party". This Agreement is effective on the date when it has been executed by all of the Parties (the "Effective Date").

I. RECITALS

- A. The novel coronavirus referred to as COVID-19 has been declared a worldwide pandemic. National, state, and local disaster emergencies in Gilpin County and in the Cities have been declared as a result of COVID-19.
- B. All Parties, as local governmental entities, have expended significant effort and funds to protect the community from the impacts of COVID-19 and to slow its spread.
- C. Efforts to slow the spread and protect the community are ongoing and will require continued time and funding. Recovery efforts are also ongoing and will require the additional expenditure of time and funds.
- D. The emergence and rapid spread of COVID-19 was unexpected and unable to be predicted. Therefore, local governments could not have adequately budgeted for such expenses.
- E. The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act), Public Law 116-136 (CARES Act) provides emergency assistance in response to the coronavirus disease 2019 (COVID-19) pandemic. The CARES Act established the Coronavirus Relief Fund, which provides payments from the United States Treasury to state, local, and tribal governments navigating the impact of COVID-19.
- F. Colorado's State government ("State") received approximately \$1.674 billion from the Coronavirus Relief Fund pursuant to the CARES Act. for state, local, and tribal governments dealing with the impacts from COVID-19.
- G. Colorado Governor Jared Polis issued Executive Order D 2020 070 creating the CARES Act Fund to receive Coronavirus Relief Fund moneys prior to allocation of those moneys to State, local and tribal governments for eligible expenditures.
- H. Governor Polis's Executive Order D 2020 070 allocated \$275,000,000 for FY 2019-20 and FY 2020-21 in the CARES Act Fund for units of local government that did not receive a direct distribution of funds in the CARES Act for expenses to facilitate compliance with COVID-19-related public health measures.
- I. The State has designated Department of Local Affairs ("DOLA") as the fiscal agent for distributions of the funding from the CARES Act Fund to local governments which will be administered as a reimbursement program following expense eligibility verification performed by DOLA. Distributions to counties is on a per capita population basis for each county and municipality based 2019 United States Census Bureau data.

- J. The State is appropriating \$535,569.00 from the CARES Act Fund for use by the Parties to reimburse them for certain eligible expenses as defined in Section III.2 below (“Eligible Expenses”).
- K. All Parties recognize that it is in the best interest of the Gilpin County community to work cooperatively to ensure that all of the Gilpin County allocation is applied to the benefit of Gilpin County residents rather than allowing the funds to remain unspent and revert to the state-wide reserve fund pool for reallocation elsewhere in the state.
- L. The County and Cities are governmental entities, each with authority to provide resources and services for the benefit of their respective citizens contemplated under the CARES Act as a result of COVID-19 public health emergencies;
- M. The Parties wish to agree on an equitable distribution of the appropriated funds for the good of their communities.
- N. The Parties wish to collaborate together in the distribution and administration of the Cares Act Fund distributions.
- O. Each Party will serve as a direct fund recipient from DOLA and funds will be reimbursed and utilized in accordance with Federal, State and local requirements.
- P. Pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, as amended, the Parties have the authority to enter into intergovernmental agreements and cooperate by contracting with one another for their mutual benefit; and
- Q. The Parties desire to agree on distributions of the CARES Act Fund subject to the terms of this Agreement.

II. CONSIDERATION

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, the Parties agree as follows.

III. TERMS AND CONDITIONS

1. Initial DOLA Process.

1.1. Opt-In. Each of the Parties shall complete a one-time opt-in web-based form which will be submitted via DOLA’s Grant Portal no later than July 7th, 2020. This form requires affirmations of spending, reporting, monitoring, and certain federal requirements of local government participants for the Coronavirus Relief Funds. All Parties agree to and are responsible for these affirmations and requirements.

1.2. DOLA Allocation and Next Steps Agreement. After each Party opts in, the Parties understand they will each receive an Allocation and Next Steps Agreement (“Allocation Agreement”) from DOLA to proceed with reimbursement requests from DOLA. All eligible reimbursement requests must be accompanied by the Request for Reimbursement (RFR) form provided by DOLA along with all supporting documentation and proof of payment. The Allocation Agreement will expire by March 31, 2021, for expenses incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

2. **Eligible Expenses for CARES Act Reimbursements.** Reimbursement funds for COVID-19 related costs are set forth in the Guidance Document, attached as **Exhibit A**. Section 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act, provides that payments from the Coronavirus Relief Fund may only be used to cover local government costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 ("Eligible Expenses"). The Cities agree that if the U.S. Department of Treasury issues additional guidance, rules or regulations, the Cities will agree to those terms and execute an amendment to this Agreement, if necessary.
3. **Cares Act Fund Reimbursement Distributions.** The Parties agree to the following in relation to CARES Act Fund distributions:
 - 3.1.DOLA's obligation to provide Cares Act Fund distributions to the Parties is subject to and conditioned on the availability and receipt of Coronavirus Relief Fund moneys from the State and/or U.S. Department of Treasury.
 - 3.2.CARES Act Fund distributions must be spent (as defined in Section 3.10 below) no later than December 30, 2020 in accordance with local, state and federal law, including the Guidance Document.
 - 3.3.The amount of CARES Act funds available for distribution to each Party is set forth in the attached **Exhibit B**, NOTICE TO DOLA OF LOCAL COLLABORATION CONCLUSION - CVRF, which is attached hereto and incorporated herein. **Exhibit B** contains the total estimated current and projected expenses by each Party in order to establish "drawdown" of funds. The Parties agree to the following formula for distribution of the \$535,569.00 available to the Parties, which is the basis for **Exhibit B**: 55% (\$294,562.95) allocated to the County for direct expenditure and 45% (\$241,006.05) allocated to the Cities for direct expenditure. The Parties further agree to a distribution formula for the Cities which is based on the most recent resident population figures reported by the U.S. Census Bureau (Annual Estimates of the Resident Population for Incorporated Places in Colorado: July 1, 2019). The distribution of the \$241,006.05 to the Cities is also outlined in **Exhibit B**: 14% (\$33,740.85) allocated to Black Hawk for direct expenditure and 86% (\$207,265.20) allocated to Central for direct expenditure.
 - 3.4.The Parties agree to work together to ensure that the full amount of CARES Act funds allocated by the State to the Parties are spent (as defined in Section 3.10 below) by December 30, 2020 for the benefit of the county residents and businesses. The Parties agree to meet during the first week in October 2020 about the progress of each Party's use of the funds allocated to it under Section 3.3 above and Exhibit B and to consider whether an adjustment to said allocations (and corresponding amendment to this Agreement) is necessary to ensure that the full amount of CARES Act funds allocated by the State to the Parties will be spent for the benefit of county residents

and businesses prior by December 30, 2020. At the October 2020 meeting, each Party will in good faith provide proof of planned and timely expenditures of any remaining unspent distributions allocated to that Party to ensure expenditure of those funds in accordance with the CARES Act and Guidance Document by or before December 30, 2020. To the extent a Party reasonably anticipates having unspent fund distributions past December 30, 2020, the Parties agree to the reallocation and use of that unused amount to the other Party or Parties having the ability to timely spend those funds for Eligible Expenses.

- 3.5. Each Party's current funding plan listing current or anticipated Eligible Expenses as of the date of this Agreement are attached in **Exhibit C**. These funding lists may be subsequently revised to reflect changes in these plans.
- 3.6. DOLA requires that all reimbursement requests must be accompanied by the Request for Reimbursement (RFR) form provided by DOLA along with all supporting documentation and proof of payment.
- 3.7. Each Party will assume responsibility for covering its own costs and await reimbursement from DOLA.
- 3.8. The Parties acknowledges and agree that a Party's actions under the Agreement and the use of CARES Act funds does not create liability for any other Party. As provided herein, each Party remains solely responsible for any repayment to the State or U.S. Department of Treasury for CARES Act funds spent by the Party on ineligible expenses.
- 3.9. By signing this Agreement, each Party hereby certifies the Party's use of CARES Act Fund distributions shall only be for Eligible Expenses in compliance with the CARES Act and this Agreement.
- 3.10. Return of Unused Funds. The Parties acknowledge that the CARES Act requires each Party to return all CARES Act funds that have not been spent as of December 30, 2020. For purposes of this Agreement, "spent" means the Party has paid for and received the goods or services and actually expended the funds. Ordering or contracting to receive goods or services is not considered "spent" for purposes of this Agreement. All goods and services purchased with CARES Act funding must be received on or before December 30, 2020. For any grants issued by the Party using CARES Act Funding, the term "spent" means that the grant funding must be distributed by the Party to the recipient on or before December 30, 2020. Any unreturned, unused amount in the possession of any Party after December 30, 2020, must be returned to the State or United States Department of Treasury as the State may direct per the terms of the CARES Act.
- 3.11. Non-Compliance. In the event any Party fails to comply with any of the requirements of the CARES Act with respect to the distributions from the Cares Act Fund, the State or federal government may seek reimbursement of such funds. If the

State or federal government seeks reimbursement of all or a portion of funds spent by any Party, that Party shall be solely responsible for reimbursing said funds to the State or federal government.

4. Records, Reporting, Accounting and Compliance with All Other Requirements for Funding.

4.1. Each Party will keep an appropriate accounting of the expenditure of funds sufficient to meet the requirements of DOLA, and its own accounting practices.

4.2. Each Party is individually responsible for any record keeping, implementing the necessary controls, financial reporting, and accounting related to such funds as required by applicable statute, DOLA guidelines, and any applicable federal or state laws, and for completing all activities necessary to become eligible to receive reimbursement from the CARES Act funds.

4.3. Each Party assumes responsibility for the funds distributed to it and also assumes responsibility for ensuring the funds are only used for Eligible Expenses as determined by DOLA under the CARES Act criteria.

5. All Parties may seek partners on projects eligible for CARES reimbursement from among the other Parties signatory to the agreement. No Party is under any obligation to participate in any such partnership.

6. Term. This Agreement begins on the Effective Date of full execution by the Parties to this Agreement and shall expire on June 30, 2021.

7. Notice. "Key Notices" under this Agreement are notices regarding any default, dispute, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up on any electronic transmission with a hard copy of the communication by the means described in the preceding alternatives (ii) or (iii) above. All other communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notices shall be sent to the address or email below:

To County:
County Manager
P.O. Box 366
203 Eureka St.
Central City, Colorado
Email: amontoya@gilpincounty.org
Tele.: 303-582-5214

Copy to:
County Attorney
P.O. Box 366
203 Eureka St.
Central City, Colorado
Email: bbenning@gilpincounty.org
Tele.: 303-582-5214

To City of Central:

Central City Manager
141 Nevada Street
P.O. Box 249
Central City, CO 80427
Email: manager@cityofcentral.com
Copy to:
Central City Attorney
c/o Michow Cox McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111
Email: marcus@mcm-legal.com

To City of Black Hawk

The Parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of a Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the sending Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions or texts.

8. Miscellaneous Provisions.

9.1.Entire Agreement. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings.

9.2.Recitals. The paragraphs contained in the section entitled "Recitals," above, are a material and integral part of this Agreement.

- 9.3. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the District Court for Gilpin County, Colorado.
- 9.4. Governmental Immunities. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by any of the Parties of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*) as now or hereafter amended or otherwise available at law or equity. The Parties agree that in the event any claim or suit is brought against any of the Parties by any third party as a result of this Agreement, the Parties will cooperate with each other, and with the insuring entities of the Parties, in defending such claim or suit, with the caveat that a Party is solely responsible for any defense, liability and costs for claims directed solely at that Party.
- 9.5. Modifications. No modification of this Agreement shall be effective unless agreed to in writing by the Cities and the County in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
- 9.6. Continued Performance. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a Party to perform or to comply under this Agreement.
- 9.7. Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing bodies of the Cities and/or the County.
- 9.8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.
- 9.9. Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.
- 9.10. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

- 9.11. Further Assurances. Each Party hereto agrees to execute and deliver, by the proper exercise of its powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.
- 9.12. No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- 9.13. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
- 9.14. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.
- 9.15. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.
- 9.16. Force Majeure. No Party will be deemed in violation of this Agreement if prevented from performing any of its respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, rights, rebellions, sabotage, or any other circumstances for which it is not responsible or that are not within its control.
- 9.17. Counterparts. This Agreement may be signed by the Parties in counterpart.

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

**BOARD OF COUNTY COMMISSIONERS OF
GILPIN COUNTY, COLORADO**

By: Gail Watson

Title: Chair, Board of County Commissioners

ATTEST:

Sharon Cote

Approved as to form:

County Attorney

Title: _____

ATTEST:

Sharon Cate

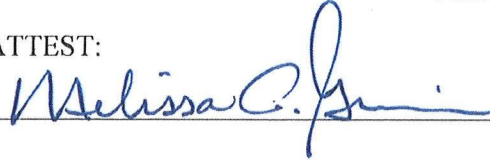
Approved as to form:

Bradford R. Benning
County Attorney

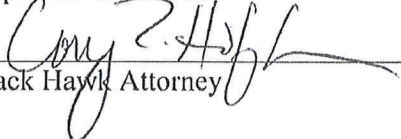
CITY OF BLACK HAWK, COLORADO

By: 
Title: Mayor

ATTEST:




Approved as to form:


Black Hawk Attorney

CITY OF CENTRAL, COLORADO, a home-rule
municipal corporation and political subdivision of
the State of Colorado

By: 
Title: Jeremy Fey, Mayor

ATTEST:



City Clerk

EXHIBIT A to Gilpin County, Central City
and Black Hawk CARES Act Fund
Distributions IGA

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

EXHIBIT B



COLORADO **Department of Local Affairs** Division of Local Government

NOTICE TO DOLA OF LOCAL COLLABORATION CONCLUSION - CVRF

Dear DOLA:

For informational purposes only, at this time, Gilpin County, Central City and Black Hawk have concluded the collaboration process and have come to agreement on how the CVRF distribution will be done.

Description of process:

Gilpin County, Central City and Black Hawk will each opt in separately and receive separate distributions from the Cares Act Fund directly from DOLA. The monies available will be distributed by DOLA in accordance with the following funding needs expectations.

PARTIES	DISTRIBUTION PERCENT	DISTRIBUTION AMOUNT	APPLICABLE DESCRIPTION	NOTES
Gilpin County	55%	\$294,563		Dollar amounts control over percentages if any minor variations
Cities	45%	\$241,006		
Central City	86%	\$207,265	Based on population	Annual Estimates of Residential Population for Incorporated Places in Colorado: April 1, 2010 to July 1, 2019 Source: U.S. Census Bureau, Population Division
Black Hawk	14%	\$33,701	Based on population	
TOTAL		\$535,569.00	Based on population	2019 U.S. Census Bureau Data – Countywide

EXHIBIT C to Gilpin County, Central City, and Black Hawk IGA

Party Funding Plans

Gilpin County DOLA Cares Act Funding Plan

Gilpin County respectfully submits this Plan to the Colorado Division of Local Affairs (DOLA) in order to identify eligible reimbursement expenses in accordance with applicable Federal, State and local laws and guidelines. This Plan identifies certain activities, programs and funding areas that Gilpin County intends to submit future reimbursement requests. The eligible reimbursements will fall within the following categories. Each category will be further developed after we receive approval of the eligibility of reimbursement from DOLA. All funds expended will be made as a result of Covid19 related effects. Amendments to this plan will be agreed upon by the Black Hawk, Central City and Gilpin County and resubmitted to DOLA for approval on or around October 2020.

The eligible reimbursable items and categories are as follows and are not listed in any particular order:

1. Mortgage, rental and/or utility assistance for residential owners and/or tenants;
2. Mortgage, lease and/or rental assistance for businesses and/or tenants;
3. Food and nutrition assistance programs and associated administrative support;
4. Personal protective equipment (PPE) for businesses;
5. Physical barriers or other suitable protections to ensure proper social distancing;
6. Emergency housing;
7. County/City Covid 19 testing facilities and associated equipment and materials;
8. Emergency Closure Pay (ECP) for county employees that are not able to work due to Covid 19 related Board of Health (BoH) public health orders or State public health orders;
9. Employee pay for related leave for Covid 19 related illness;
10. County technology needs to support continuity of operations including, emergency backup servers, computers, cell phones and related electronic items;
11. Emergency response related Covid 19 expenses related to law enforcement, emergency management, ambulance services, fire rescue and similar entities responding to Covid 19 related items;
12. Amendments to this plan will be agreed upon by the Black Hawk, Central City and Gilpin County and resubmitted to DOLA for approval on or around October 2020.
13. Covid 19 contact tracking personnel and supplies;
14. Any other program or service that is eligible for DOLA reimbursements consistent with Federal, State and local guidelines.

Central City DOLA Cares Act Funding Plan

Notes:

Central City's info. is below. The information contains current estimates and anticipated plans, which is subject to change. I understand we may be working towards presenting the [Exhibit C] information in a uniform manner with respect to category titles for our respective eligible expenses. We are open to adopting additional categories and/or similar categories that will still accommodate our needs.

The City has current expenses in the following areas (with approximate amounts):

- PPE: \$25,000
- IT / Emergency Communications equipment: \$30,000
- Administration: \$90,000
- Economic Relief Programs: \$530,300
- Other: \$_____ ... possibly includes funds for the 25% match for Public Assistance funding from FEMA.

We plan to continue incurring expenses in those same areas; however, in addition to the Economic Relief Programming already in place for certain businesses (i.e. incentive agreements with casinos), we also plan to pursue additional (similar) programs to assist affected residents and other businesses.

Please let me know if additional details are needed.

Note: it would be best if we could establish general expectations for DOLA with respect to our expense categories, but allow each of the respective local governments to adjust actual amounts and other details unilaterally (without needing to amend the IGA), as long as we keep within our allocated amounts and we comply with the eligibility requirements for those expenditures.

Black Hawk DOLA Cares Act Funding Plan

The City of Black Hawk has incurred or reasonably expects to incur the following necessary expenses in response to COVID-19 public health emergency. The expenses listed below were not included in the 2020 Budget and will be expended between March 1 – December 31, 2020.

-Sanitizers & Disinfectants: \$15,000

-Personal Protective Equipment: \$13,000

-Social Distancing Supplies (Barriers, Dividers): \$2,000

-Telecommuting & Remote Work: \$12,000

-Local Business Economic Support: \$24,000