

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB5

ORDINANCE NUMBER: 2016-5

**TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING SNOW REMOVAL SERVICES BETWEEN THE CITY OF BLACK HAWK AND THE CITY OF CENTRAL**

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

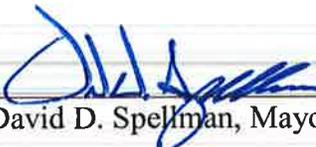
Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement Regarding Snow Removal Services between the City of Black Hawk and the City of Central, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The Board of Aldermen 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 Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

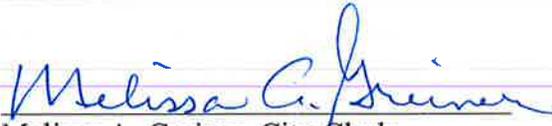
Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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 24<sup>th</sup> day of February, 2016.

  
David D. Spellman, Mayor

ATTEST:

  
Melissa A. Greiner, City Clerk



**INTERGOVERNMENTAL AGREEMENT REGARDING SNOW REMOVAL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING SNOW REMOVAL SERVICES (“Agreement”) is made and entered into this 24 day of February, 2016, (the “Effective Date”) by and between THE CITY OF BLACK HAWK, a home rule municipal corporation (“Black Hawk”) and THE CITY OF CENTRAL, a home rule municipal corporation (“Central City”), each a “Party” and collectively referred to herein as the “Parties.”

WITNESSETH

WHEREAS, C.R.S. § 29-1-203 authorizes Black Hawk and Central City to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

WHEREAS, the newly created Black Hawk and Central City Tramway shuttle service is operating and providing service to both cities; and

WHEREAS, Black Hawk and Central City desire to cooperate and contract for Black Hawk to provide limited snow removal services upon certain Central City roadways, subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. **Snow Removal Services.** Black Hawk agrees to provide limited snow removal services on Gregory Street and Lawrence Streets within Central City from and between D Street in Central City to the municipal boundary between Black Hawk and Central City (“Gregory and Lawrence Streets within Central City”). Black Hawk shall provide such limited snow removal service as part of Black Hawk’s providing such regular snow removal services within Black Hawk on that portion of Gregory Street at the western boundary of Black Hawk. This limited service will be considered secondary and supplementary to Central City, and the primary responsibility for any and all maintenance of these roadways within Central City shall remain with Central City. Black Hawk shall have no obligation to provide such limited snow removal services if it is unable to do so for any reason, and such inability shall not be deemed a breach of this Agreement.

2. **Term.**

- a. The initial term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2016.
- b. This Agreement shall automatically renew for subsequent one (1) year terms commencing on January 1, 2017, and shall remain in full force and effect unless and until terminated in accordance with Section 2.c. below.

- c. Either Party shall have the right to terminate this Agreement, without cause, provided that the Party desiring to terminate this Agreement has provided a minimum of ninety (90) days advance written notice to the other Party. Any such written notice of termination given under this Agreement shall clearly set forth the date of termination of this Agreement.

**3. Payment.** No payment shall be required for the providing of such snow removal services, as the Parties jointly determine such limited snow removal services are in the best interests of both Parties in assisting the provision by Black Hawk to Central City of transportation services.

**4. Insurance.** Both Parties are afforded certain governmental immunity pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes, are members of the Colorado Intergovernmental Risk Sharing Agency (“CIRSA”), and agree to keep such CIRSA insurance coverage in place throughout the term of this Agreement so as to cover the risks of any liabilities for damages or otherwise which may arise by operation of this Agreement. In addition, Black Hawk and Central City agree to use their reasonable best efforts to communicate regarding the accumulation of snow and/or ice on Gregory and Lawrence Streets within Central City as required by and consistent with C.R.S. § 24-10-106(1)(d)(I).

**5. No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Black Hawk or Central City, its officials, employees, contractors or agents, or any other person acting on behalf of Black Hawk or Central City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

**6. Assignment.** Neither this Agreement, nor any of a Party’s rights, obligations, duties or authority hereunder, may be assigned in whole or in part.

**7. Relationship of Parties.** This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

**8. Modification.** This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

**9. Severability.** In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

**10. Jurisdiction.** This Agreement is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Gilpin,

State of Colorado.

**11. No Third Party Beneficiaries.** The benefits and burdens of the Agreement shall inure solely to the Parties. There are no third-party beneficiaries of this Agreement.

**12. Subject to Annual Appropriation.** Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of either party not to be performed during the current fiscal year are subject to annual appropriation.

**13. Notice.** Any notice or demand under which the terms of this Agreement and under any statute must or may be given or made by Black Hawk or Central City shall be in writing and shall be given or made by personal service, first class mail, or by certified or registered mail to the parties:

City of Black Hawk  
Attn: City Manager  
P.O. Box 68  
201 Selak  
Black Hawk, CO 80422

City of Central  
Attn: City Manager  
P.O. Box 249  
141 Nevada Street  
Central City, CO 80427

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

**14. No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

**15. No Personal or Contractual Liability.** No elected official, director, officer, agent or employee of Black Hawk or Central City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof, or because of his or her execution or approval of this Agreement.

**16. Counterpart Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

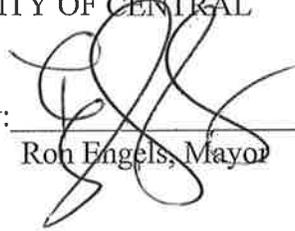
IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement Regarding Snow-Removal Services, to be effective as of the Effective Date set forth above. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[SIGNATURE PAGE FOLLOWS]

CITY OF CENTRAL

By: \_\_\_\_\_

Ron Engels, Mayor



ATTEST:

Reba Bechtel

Reba Bechtel, CMC, City Clerk

CITY OF BLACK HAWK

By: David D. Spellman, Mayor



ATTEST:

Melissa A. Greiner

Melissa A. Greiner, City Clerk