

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB14

ORDINANCE NUMBER: 2022-14

**TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF GILPIN COUNTY REGARDING THE GILPIN COUNTY COMMUNITY CENTER**

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

Section 1. The Intergovernmental Agreement between the City and the Board of County Commissioners of Gilpin County regarding the Gilpin County Community Center, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized 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 22<sup>nd</sup> day of June, 2022.

  
David D. Spellman, Mayor

ATTEST:

  
Melissa A. Greiner, CMC, City Clerk



**INTERGOVERNMENTAL AGREEMENT  
REGARDING THE GILPIN COUNTY COMMUNITY CENTER**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into by and between the Board of County Commissioners of Gilpin County, hereinafter referred to as the "County", and the City of Black Hawk, hereinafter referred to as the "City" (each a "Party" and collectively, the "Parties").

**RECITALS**

A. The County currently operates a Community Center (the "Center") located at 250 Norton Drive, Black Hawk, Colorado 80422.

B. The City wishes to make memberships and other services at the Center available to the City's residents free of charge.

C. The County is agreeable to providing memberships and certain services to Black Hawk residents, subject to the conditions of this Agreement

D. This Agreement is authorized by – and sets for the purposes, powers, rights, obligations, and responsibilities as required by – C.R.S. § 29-1-203.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Definitions.** For the purpose of this Agreement, the following terms are defined as such.

*City resident* means any person who resides within the corporate boundaries of the City.

*Child resident* means any person who is under the age of eighteen (18) years old and who resides within the corporate boundaries of the City.

*Master List* refers to a list to be compiled by the City that includes – to the best of the City's knowledge – every person who lives within the corporate boundaries of the City and desires a membership to the Center.

*Services* means no-cost annual individual or household membership to the Center for any City resident and for any Child resident as well as no cost to such Child resident for any activities and recreational leagues offered at the Center for any Child.

2. **Purpose.** The purpose of this Agreement is to memorialize the County Services as defined herein to City residents in exchange for the City's payment of fees on behalf of the City residents in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

3. **County's Responsibilities.** The County agrees to provide the following Services at the Center to City residents:

a. City residents who are identified on the Master List may receive a no-cost annual individual or household membership to the Center.

b. In addition, Child residents shall be provided access at no cost to such Child resident any activities and recreational leagues offered at the Center for youth.

4. **City's Responsibilities.** The City agrees to provide the following to facilitate memberships for City Residents:

a. For 2022, the City shall pay the County the sum of Twenty-Five Thousand Dollars (\$25,000.00) by or before July 1, 2022 for Services for the period July 1, 2022 to December 31, 2022. Thereafter, the City shall pay a sum of Twenty-Five Thousand Dollars (\$25,000.00), payable on or before December 31 of each calendar year, to provide Services for the succeeding calendar year, to compensate the County for the costs associated with providing Services to City residents. In the event the costs and/or value of the Services provided by the County to City residents at the Center ever exceeds the sum of Twenty-Five Thousand Dollars (\$25,000.00), the County and the City shall cause a reconciliation to be made at the end of such fiscal year, and the City shall pay any such additional amounts within thirty (30) days of such reconciliation.

b. The City shall provide the County with a Master List, as the same may be updated from time to time, of all residents living within the corporate limits of the City. This list shall be used to verify eligibility for memberships as provided in this Agreement, and the City agrees to verify such residency using valid forms of Colorado State identification in order to create and maintain such Master List.

5. **City Resident Responsibilities.** City Residents are intended third-party beneficiaries under this Agreement. In order to access no-cost Services at the Center, City residents must provide County Staff at the Center with photo identification to assure the individual using the Center is the same individual on the Master List. This information will be checked against the Master List provided by the City.

6. **Term.** The initial term ("Initial Term") of this Agreement shall be July 1, 2022 until December 31, 2022. Thereafter, the Agreement term shall be for one (1) calendar year ("Calendar Year Term"). This Agreement will automatically renew at the beginning of each subsequent calendar year unless either Party provides written notice by August 1 of the Calendar Year Term via certified mail return receipt requested of the Party's intent to terminate the Agreement. Any termination will be effective on the last day of the then current Calendar Year Term.

7. **Gilpin County Parks & Recreation Mill Levy.** Both the City and County are aware that the current Parks & Recreation Department mill levy of 2.570 will sunset at the end of 2023. It is known by both Parties that the intent of the County will be to extend the mill levy after the sunset, although details are unknown at this time.

7. **General Provisions.** This Agreement may be amended only in writing and following the same formality as the execution of this initial Agreement. If any provision of the Agreement is

held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity, legality, or enforceability of the remaining provisions.

8. **TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that the Agreement does not create a multi-fiscal-year direct or indirect debt or obligation within the meaning of TABOR and therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31.

9. **Further Assurances.** The Parties shall execute any other documents and take any other action necessary to carry out the intent of this Agreement.

10. **Governing Law, Jurisdiction, & Venue.** This Agreement and the rights of the Parties under it will be governed by and constructed in accordance with the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court for and in the County of Gilpin, State of Colorado.

11. **Paragraph Headings.** The paragraph headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

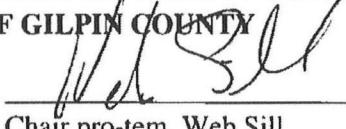
12. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page by email transmission will constitute effective and binding execution and delivery of this Agreement.

13. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

14. **Immunities Preserved.** It is the intention of the Parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunities Act, C.R.S. § 24-10-101, *et seq.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective this 21<sup>st</sup> day of June, 2022.

**BOARD OF COUNTY COMMISSIONERS  
OF GILPIN COUNTY**

By:   
Chair pro-tem, Web Sill

ATTEST:

Sharon Cote

Deputy to the Board of County Commissioners

CITY OF BLACK HAWK, COLORADO

David D. Spellman

David D. Spellman, Mayor

ATTEST:

Melissa Greiner

Melissa Greiner, CMC, City Clerk