



## REGULAR MEETING AGENDA

City of Black Hawk City Council  
211 Church Street, Black Hawk, CO

December 9, 2020  
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/81114421241>

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

Webinar ID: 811 1442 1241  
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](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. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: November 11, 2020 Regular Meeting Minutes  
December 1, 2020 Special Meeting Minutes
7. PUBLIC HEARINGS:
  - A. 2021 Budget Adoption
    - I. Resolution 69-2020, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado, for the Calendar Year Beginning on the First Day of January 2021 and Ending on the Last Day of December 2021, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth Within the Attached 2021 Budget
    - II. CB31, An Ordinance Levying General Property Taxes for the Year 2020 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2021 Budget Year

### 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

- B. CB32, An Ordinance Approving the Amendment to the Intergovernmental Grant Agreement Between the State of Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway
- C. CB33, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority's Ambulances
- D. CB34, An Ordinance Approving the City's Participation in the Intergovernmental Agreement in the Colorado Information Sharing Consortium
- E. Resolution 70-2020, A Resolution Approving a Minor Subdivision to Combine Two Lots on Property Located at 7593 State Highway 119 (Continued to January 13, 2021)

8. ACTION ITEMS:

- A. Resolution 71-2020, A Resolution Approving Change Order #2 in the Total Amount of \$64,858.84 for the Purpose of Restoring Stained Glass Windows in the Historic Methodist Church Building Located at 331 Gregory Street
- B. Resolution 72-2020, A Resolution Authorizing the Disposal of Surplus City Property
- C. Resolution 73-2020, A Resolution Approving the Fifth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2021 Between MV Transportation, Inc. and the City of Black Hawk
- D. Resolution 74-2020, A Resolution Approving the Ninth Addendum to Personal Services Agreement with 5280 Strategies, LLC
- E. Resolution 75-2020, A Resolution Approving the Third Addendum to Personal Services Agreement with M & C Communications, LLC
- F. Resolution 76-2020, A Resolution Approving the 2021 Contract with Pinnacol Assurance for Workers' Compensation Insurance
- G. Resolution 77-2020, A Resolution Adopting the 2021 City Council Regular Meeting Schedule
- H. Resolution 78-2020, A Resolution Adopting the 2021 Holiday Schedule
- I. Resolution 79-2020, A Resolution Adopting the 2021 Historic Preservation Commission Regular Meeting Schedule

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. 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



**City of Black Hawk  
City Council**

**November 11, 2020**

**MEETING MINUTES**

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order after the Budget Work Session on Wednesday, November 11, 2020, at 2:15 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, Police Chief Moriarty, Fire Chief Woolley, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Community Planning & Development Director Linker, IT Manager Muhammad, and Deputy City Clerk Martin.  
  
**PLEDGE OF ALLEGIANCE:** Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.  
  
Mayor Spellman added that since today was Veteran's Day, he'd like to acknowledge those who have served our country and the debt of gratitude we owe them all. He said the City's new chimes would continue to play patriotic songs all day long until the holiday music starts.
3. **AGENDA CHANGES:** City Clerk Greiner 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: October 28, 2020

**MOTION TO APPROVE**

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

**MOTION PASSED**

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

7. PUBLIC HEARINGS:

None

8. ACTION ITEMS:

None

9. CITY MANAGER REPORTS:

City Manager Cole wanted to thank the staff for all their hard work on the budget and everything they've done all year. He continued by saying several departments have been short-staffed, but one could never tell. He also wanted Council to know that the City issued Monarch's TCO today for floors 1-13.

City Manager Cole asked for approval to sign the Phase 2 Cares Grant Document, and that \$81,740 was received yesterday for the buses' operation. He said that money can be used anytime between now and December 2021. By way of consensus City Attorney Hoffmann asked if any Council member had any objection to signing the document; no objections were noted. City Manager Cole said it would be brought back to the next Council meeting for formal approval. Mayor Spellman noted that this would help the casinos so the City will not have to collect that device fee.

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 related to Monarch and potential legislation.

**MOTION TO ADJOURN  
INTO EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 2:20 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  
MOTION TO  
ADJOURN**

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

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 2:50 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 2:50 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor



**City of Black Hawk  
City Council**

**December 1, 2020**

**SPECIAL MEETING MINUTES**

1. **CALL TO ORDER:** A special meeting of the City Council was called to order on Tuesday, December 1, 2020, at 11:00 a.m. by Mayor Spellman.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, and Moates.  
  
Excused absence: Aldermen Midcap and Torres.  
  
Virtual/Present Staff: City Attorney Hoffmann, City Manager Cole, Police Chief Moriarty, Fire Chief Woolley, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, 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. No conflicts were noted from City Council.  
  
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 no one had signed up for public comment.

## 6. PUBLIC HEARINGS:

### A. **CB30, A Bill for an Ordinance Amending Chapter 1 of the Black Hawk Municipal Code by Adding a New Article XII Regarding Limited Gaming to Implement the Statewide and Local Voter Approval of Amendment 77**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item and said this ordinance, if approved, would implement the results of the statewide vote for Amendment 77 and the local approval by the Black Hawk registered electors of the corresponding measure authorizing both unlimited bets, and authorizing the Black Hawk City Council, hereafter by resolution, to submit new games to the Colorado Limited Gaming Control Commission for its consideration in rulemaking for utilization in the City of Black Hawk. He said the official results were made final yesterday under state law, so that is why Council had to wait until today for this ordinance. He added that codifying this ordinance is done out of an abundance of caution if anyone in the future ever has any questions on the authority given to Council and what exactly happened on November 3, 2020.

Mayor Spellman said it is also a good way for the City to memorialize that we are the first host gaming city to approve the opportunities given to us in Amendment 77.

#### **PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Council Bill 30, a Bill for an Ordinance amending Chapter 1 of the Black Hawk Municipal Code by adding a new Article XII regarding Limited Gaming to implement the statewide and local voter approval of Amendment 77 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 30, a Bill for an Ordinance amending Chapter 1 of the Black Hawk Municipal Code by adding a new Article XII regarding Limited Gaming to implement the statewide and local voter approval of Amendment 77.

#### **MOTION PASSED**

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

7. ACTION ITEMS:

**A. Resolution 68-2020, A Resolution Authorizing Additional Approved Games in the City of Black Hawk Pursuant to Section 1-221 of the City of Black Hawk Municipal Code**

Mayor Spellman read the title.

City Attorney Hoffmann introduced this item. Pursuant to the authority in the ordinance that was just approved, he said this resolution resulted from the City reaching out to the various members of the casino industry in Black Hawk and getting their input on games they would like rulemaking to commence at the state level. He went on to say there are many variations of these games, and the resolution tries to be as inclusive as possible. As to Keno, he said, there is already Keno authorized as a slot machine in the City, but he pointed out that the State Lottery may be seeking to have a lottery game of Keno; it is felt by the gaming community that Keno should be considered limited gaming and noted that it is already included in the gaming cities and should not be a lottery game. He said a couple of games were requested by casinos that were not included for several reasons, such as Bingo and Games of Skill because those games are already authorized through other agencies and are not part of limited gaming. He said it is both consistent and appropriate for the City not to get involved in other games that other agencies are involved in and that the State Lottery also should not get involved in games, such as Keno, that limited gaming is already involved in. He added that if approved, this resolution will be sent to the Colorado Limited Gaming Control Commission, and the City would then start a discussion with them on the priority of games.

Again, Mayor Spellman emphasized that this resolution memorializes that Black Hawk is the first gaming city to embrace the opportunities in Amendment 77.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 68-2020, a Resolution authorizing additional approved games in the City of Black Hawk pursuant to Section 1-221 of the City of Black Hawk Municipal Code.

**MOTION PASSED**

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

8. CITY MANAGER REPORT:

City Manager Cole requested City Council's approval of the \$300 holiday bonus for all employees, Boards, Commissions, and Council.

A MOTION WAS MADE by Alderman Moates, SECONDED by Alderman Bennett, and PASSED unanimously to approve the holiday bonus.

City Manager Cole explained that back in 2018 Council had given the City Manager authority to dispose of surplus equipment, so Public Works had put to auction two old buses and received \$5050 for both. It has come to his attention that the original resolution did not specifically list vehicles to dispose of, so he would like Council's affirmation and will bring back a new resolution at the next meeting.

A MOTION WAS MADE by Alderman Bennett, SECONDED by Alderman Johnson, and PASSED unanimously to authorize the City Manager to dispose of surplus vehicles.

9. CITY ATTORNEY  
REPORT:

City Attorney Hoffmann had nothing to report.

10. ADJOURNMENT:

Mayor Spellman declared the Special Meeting of the City Council closed at 11:10 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor

**RESOLUTION 69-2020**  
**A RESOLUTION SUMMARIZING**  
**EXPENDITURES AND**  
**REVENUES FOR EACH FUND**  
**AND ADOPTING A BUDGET**  
**FOR THE CITY OF BLACK**  
**HAWK, COLORADO, FOR THE**  
**CALENDAR YEAR BEGINNING**  
**ON THE FIRST DAY OF**  
**JANUARY 2021 AND ENDING ON**  
**THE LAST DAY OF DECEMBER**  
**2021, AND APPROPRIATING**  
**SUMS OF MONEY TO VARIOUS**  
**FUNDS AND SPENDING**  
**AGENCIES IN THE AMOUNT,**  
**AND FOR THE PURPOSES SET**  
**FORTH WITHIN THE**  
**ATTACHED 2021 BUDGET**

**STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK**

**Resolution No. 69-2020**

**TITLE: A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE CITY OF BLACK HAWK, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2021 AND ENDING ON THE LAST DAY OF DECEMBER 2021, AND APPROPRIATING SUMS OF MONEY TO VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNT, AND FOR THE PURPOSES SET FORTH WITHIN THE ATTACHED 2021 BUDGET.**

WHEREAS, upon due and proper notice, published or posted in accordance with the law, the proposed Budget for 2021 was open for inspection by the public at a designated place, a public hearing was held on December 9, 2020, and interested taxpayers were given the opportunity to file or register any objections to said proposed Budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves and/or fund balances so that the Budget remains in balance, as required by law.

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

**Section 1.** That the Budget as submitted and summarized by Fund, hereby is approved and adopted as the Budget of the City of Black Hawk for the year stated above.

**Section 2.** That the budget hereby approved and adopted shall be signed by the Mayor and made a part of the public records of the City.

**Section 3.** That the sums for 2021, on the attached budget, are hereby appropriated from the revenue of each fund, for purposes stated.

RESOLVED AND PASSED this 9<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

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**SUBJECT:** 2021 Budget Adoption.

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

**MOTION TO APPROVE:** Resolution 69-2020, A resolution summarizing expenditures and revenues for each Fund and adopting a Budget for the City of Black Hawk, Colorado, for the calendar year beginning on the first day of January 2021 and ending on the last day of December 2021, and appropriating sums of money to various Funds and Spending Agencies in the amount, and for the purposes set forth within the attached 2021 Budget.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The attached 2021 Proposed Budget is as presented at the November 11, 2020 work session, with two exceptions. Funding in the amount of \$60,000 has been included for a drone laser show and the subsidy to the Gilpin Ambulance Authority has been reduced by \$4,492.

**AGENDA DATE:** December 9, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

**STAFF PERSON RESPONSIBLE:** Lance Hillis, Finance Director

**DOCUMENTS ATTACHED:** Resolution, Proposed Budget

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**SUBMITTED BY:**

*Lance Hillis*

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Lance Hillis, Finance Director

**REVIEWED BY:**

*Stephen N. Cole*

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Stephen N. Cole, City Manager





**2021 PROPOSED ANNUAL BUDGET**  
(Revised December 2, 2020)

**CITY OF BLACK HAWK  
2021 PROPOSED BUDGET  
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BLACK HAWK ®



INCORPORATED 1864

**Office of the City Manager**

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**Mayor**

David D. Spellman

**Aldermen**

Linda Armbricht  
Paul G. Bennett  
Hal Midcap  
Jim Johnson  
Greg Moates  
Benito Torres

**City Attorney**

Corey Y. Hoffmann

**City Manager**

Stephen N. Cole

**City Clerk /**

**Administrative Services Director**

Melissa A. Greiner

**Community Planning & Development  
Director**

Cynthia L. Linker

**Finance Director**

Lance R. Hillis

**Fire Chief / Emergency Manager**

Christopher K. Woolley

**Police Chief**

Michelle Moriarty

**Public Works Director**

Thomas Isbester

COLORADO'S SECOND OLDEST  
MUNICIPAL CORPORATION

December 2, 2020

Dear Mayor and Board of Alderman:

We are pleased to present to you the 2021 Annual Operating & Capital Budget. Council is required to adopt an annual budget for each fiscal year in accordance with the procedure set forth in the Local Government Budget Law of Colorado (CRS 29-1-101).

This message is intended to cover the highlights and significant changes to the 2021 Budget when compared to 2020. Each Department's budget is similar to 2020 with the exception of the items listed in the following paragraphs.

The 2021 Budget includes a total revenue projection (excluding inter-fund transfers and debt proceeds) of \$22.0 million for all funds. This is an increase of 14.4% compared to the estimated revenue for 2020 and a decrease of 30.2% from 2019 actuals. We project Gaming Tax revenue to remain at the 2020 level for 2021 due to the ongoing restrictions imposed on the casinos regarding social distancing and liquor sales. Device Fee revenue is expected to increase when compared to 2020 due to the additional devices associated with the Monarch Casino expansion. City staff expects sales tax revenue to increase by about 7.50% for 2021. The 2021 budget, as proposed, includes no increase in Sales Tax, Use Tax or Device Fee rates.

The 2021 budget includes total expenditures (excluding inter-fund transfers) of \$26.2 million. The 2021 Budget includes funding for a 1.5% Salary adjustment, 2.5% Introductory adjustment and the 1.0% Longevity adjustment. It should be noted that the annual market survey results were in the 3.5% range, however due to revenue uncertainty, the 2021 Proposed Budget only includes a 1.50% increase. Additionally, the Annual Bonus for both 2020 and 2021 have been removed due to the ongoing impacts of the COVID-19 pandemic. City staff, with assistance from our benefits consultant, has estimated an increase in medical insurance premiums of 15% for the final six months of 2021. Other benefits including dental insurance have been increased by 10% for the final six months of 2021. The 2021 Budget also includes the continuation of the City contributing 50% of the deductible to each employee's HSA, plus an additional \$1,500 per employee.


Since the onset of the pandemic, City staff has been working diligently to maintain costs. This has included reducing operational budgets by

about 10%, freezing most vacant positions and the delay of certain projects. With the revenue uncertainty continuing into 2021, Department Directors were instructed to keep 2021 operational requests similar to the slimmed down 2020 estimates. Additionally, many of the currently vacant positions have been eliminated for 2021. This includes one position in Planning, three positions in Police, one position in Dispatch, three in positions Fire, five positions in Public Works and one position in Water.

The Capital Projects Fund proposed projects for 2021 include improvements to Miners Mesa, Street Overlay and St. Charles Parking Structure. Capital projects within the Preservation & Restoration Fund are focused primarily on the continued efforts along Gregory Street and the Maryland Mountain trail system.

We would like to thank the Department Directors and City staff for their assistance in the preparation of the 2021 Budget that maintains the high service levels the citizens, business' and guests of Black Hawk have come to expect.

Respectfully submitted,



Stephen N. Cole

City Manager



Lance R. Hillis

Finance Director

**CITY OF BLACK HAWK REVENUE, EXPENDITURE & FUND BALANCE ANALYSIS**

	GENERAL FUND	IMPACT FEE FUND	PRES & REST. FUND	TRANS DEVICE FUND	CAPITAL FUND	DEBT FUND	WATER FUND	CON TRUST FUND	TOTAL ALL FUNDS	ALL FUNDS LESS TRNFS
<b>FUND BALANCE - JAN. 1, 2019</b>	14,014,400	9,701	6,064,118	127,479	9,928,030	2,369,237	6,125,989	29,913	38,668,867	38,668,867
<b>ACTUAL REVENUES</b>	24,437,773	125	9,289,629	626,948	109,008	2,674,266	2,648,592	2,001	39,788,342	31,568,901
<b>ACTUAL EXPENDITURES</b>	24,384,917	0	4,871,685	639,281	2,865,662	2,849,757	2,573,377	0	38,184,679	29,965,238
<b>ACTUAL GAIN (LOSS)</b>	52,856	125	4,417,944	(12,333)	(2,756,654)	(175,491)	75,215	2,001	1,603,663	1,603,663
<b>FUND BALANCE - DEC. 31, 2019</b>	14,067,256	9,826	10,482,062	115,146	7,171,376	2,193,746	6,201,204	31,914	40,272,530	40,272,530
<b>FUND BALANCE - JAN. 1, 2020</b>	14,067,256	9,826	10,482,062	115,146	7,171,376	2,193,746	6,201,204	31,914	40,272,530	40,272,530
<b>ESTIMATED REVENUES</b>	18,881,369	70	5,129,484	468,720	15,317	2,563,517	2,491,374	1,296	29,551,147	19,274,915
<b>ESTIMATED EXPENDITURES</b>	20,609,114	0	15,572,146	414,031	5,586,484	2,842,380	2,976,004	0	48,000,159	37,723,927
<b>ESTIMATED GAIN (LOSS)</b>	(1,727,745)	70	(10,442,662)	54,689	(5,571,167)	(278,863)	(484,630)	1,296	(18,449,012)	(18,449,012)
<b>FUND BALANCE - DEC. 31, 2020</b>	12,339,511	9,896	39,400	169,835	1,600,209	1,914,883	5,716,574	33,210	21,823,517	21,823,517
<b>FUND BALANCE - JAN. 1, 2021</b>	12,339,511	9,896	39,400	169,835	1,600,209	1,914,883	5,716,574	33,210	21,823,517	21,823,517
<b>PROPOSED REVENUES</b>	17,238,091	75	2,125,000	665,624	1,500,000	2,668,000	3,030,000	1,450	27,228,240	22,047,240
<b>PROPOSED EXPENDITURES</b>	20,518,370	0	593,000	635,500	3,090,500	2,842,877	3,680,652	0	31,360,899	26,179,899
<b>PROPOSED GAIN (LOSS)</b>	(3,280,279)	75	1,532,000	30,124	(1,590,500)	(174,877)	(650,652)	1,450	(4,132,659)	(4,132,659)
<b>FUND BALANCE - DEC. 31, 2021</b>	9,059,232	9,971	1,571,400	199,959	9,709	1,740,006	5,065,922	34,660	17,690,858	17,690,858

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND SUMMARY**

	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>BEGINNING FUND BALANCE</b>	14,014,400	14,067,256	14,067,256	12,339,511
<b>REVENUES</b>	24,437,773	28,816,980	18,881,369	17,238,091
<b>MAYOR &amp; COUNCIL</b>	3,190,231	3,958,168	2,199,294	2,706,616
<b>MUNICIPAL COURT</b>	47,665	76,799	59,257	77,790
<b>CITY MANAGER</b>	262,189	272,089	256,840	273,920
<b>CITY CLERK/ADMINISTRATIVE SERVICES</b>	873,498	1,027,707	921,288	951,362
<b>INFORMATION TECHNOLOGY</b>	481,430	505,504	485,735	531,891
<b>FINANCE</b>	406,812	430,442	418,661	442,806
<b>PLANNING</b>	762,473	741,347	665,090	557,044
<b>POLICE</b>	3,640,050	4,333,294	3,649,973	4,052,044
<b>DISPATCH</b>	672,483	702,649	633,983	643,887
<b>FIRE</b>	3,001,357	3,114,700	2,888,588	2,906,862
<b>PUBLIC WORKS ADMIN</b>	1,053,232	1,488,681	1,054,996	1,270,672
<b>STREET</b>	940,182	1,198,795	701,472	895,721
<b>FLEET</b>	699,373	719,877	682,052	574,508
<b>FACILITIES</b>	443,243	545,776	441,885	475,247
<b>TRANSFERS</b>	7,910,699	7,050,000	5,550,000	4,158,000
<b>TOTAL EXPENDITURES</b>	24,384,917	26,165,828	20,609,114	20,518,370
<b>NET INCREASE (DECREASE)</b>	52,856	2,651,152	(1,727,745)	(3,280,279)
<b>ENDING FUND BALANCE</b>	14,067,256	16,718,408	12,339,511	9,059,232

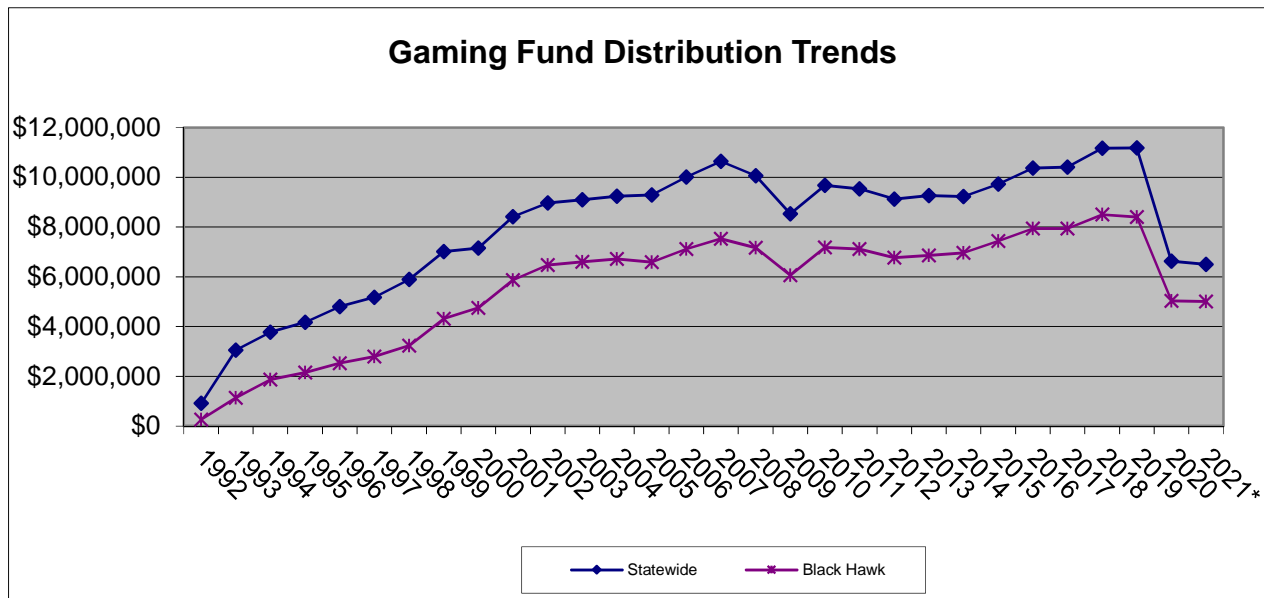
**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

<b>GENERAL FUND</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
Mayor & Council	7.00	7.00	7.00	7.00
Municipal Court	1.50	1.50	1.50	1.50
City Manager	1.00	1.00	1.00	1.00
City Clerk-Admin Services	4.00	4.00	4.00	4.00
Information Technology	2.00	2.00	2.00	2.00
Finance	2.00	2.00	2.00	2.00
Planning	3.00	3.00	2.00	2.00
Police	34.50	39.50	35.50	35.50
Fire	21.00	24.00	21.00	21.00
Public Works	22.00	24.00	19.00	19.00
<b>TOTAL STAFF</b>	<b>98.00</b>	<b>108.00</b>	<b>95.00</b>	<b>95.00</b>
<b>EXPENDITURES BY TYPE</b>				
Personnel	10,877,739	12,350,717	10,661,406	11,280,043
Professional Services	1,088,962	1,304,700	972,803	933,500
General Services	1,435,644	1,778,800	1,409,641	1,656,100
Program Expenses	2,621,890	3,180,011	1,588,585	1,990,277
Supplies	449,983	501,600	426,679	500,450
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	7,910,699	7,050,000	5,550,000	4,158,000
<b>TOTAL EXPENDITURES</b>	<b>24,384,917</b>	<b>26,165,828</b>	<b>20,609,114</b>	<b>20,518,370</b>



**CITY OF BLACK HAWK**  
**STATE GAMING FUND DISTRIBUTIONS**  
**1992-2021**

	Statewide	Black Hawk
1992	\$911,473	\$263,783
1993	\$3,047,939	\$1,138,405
1994	\$3,773,830	\$1,862,385
1995	\$4,167,267	\$2,155,457
1996	\$4,800,795	\$2,518,849
1997	\$5,169,774	\$2,788,369
1998	\$5,887,967	\$3,226,488
1999	\$7,018,050	\$4,308,662
2000	\$7,159,980	\$4,745,778
2001	\$8,418,384	\$5,871,402
2002	\$8,969,622	\$6,472,838
2003	\$9,098,212	\$6,599,843
2004	\$9,240,149	\$6,710,104
2005	\$9,293,021	\$6,587,172
2006	\$10,014,747	\$7,110,170
2007	\$10,635,671	\$7,530,055
2008	\$10,059,170	\$7,172,188
2009	\$8,528,108	\$6,056,663
2010	\$9,674,240	\$7,180,228
2011	\$9,532,735	\$7,112,194
2012	\$9,119,738	\$6,770,143
2013	\$9,268,680	\$6,864,191
2014	\$9,221,937	\$6,957,400
2015	\$9,721,833	\$7,436,400
2016	\$10,368,492	\$7,933,146
2017	\$10,408,224	\$7,937,140
2018	\$11,161,767	\$8,497,859
2019	\$11,178,241	\$8,403,874
2020	\$6,622,838	\$5,036,466
2021*	\$6,500,000	\$5,000,000

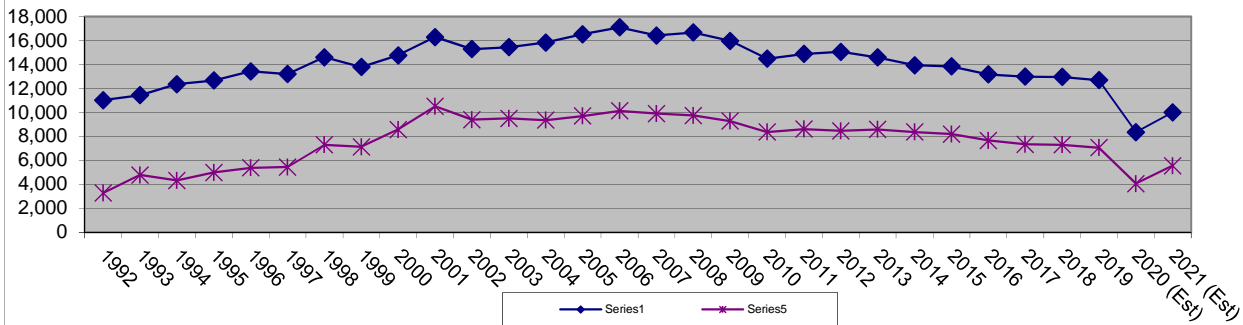


\* Estimated

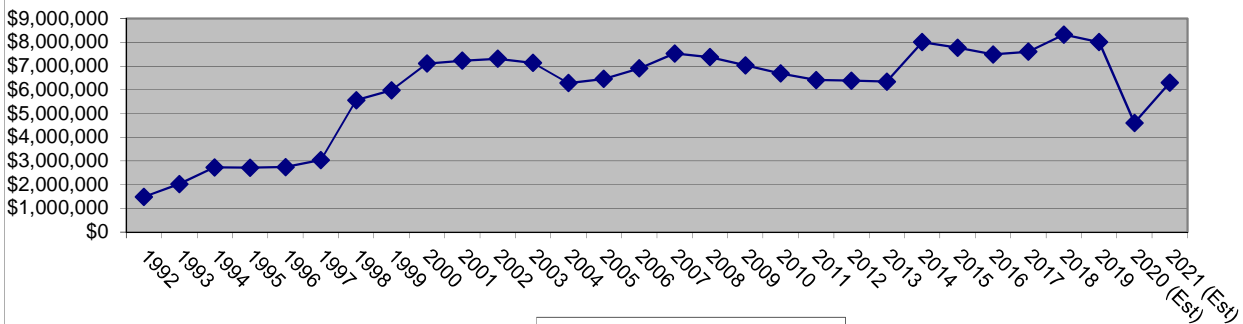
**CITY OF BLACK HAWK**  
**DEVICE COUNT & GENERAL DEVICE REVENUES**  
**1992-2021**

	Statewide Total Devices	Black Hawk Slots	Black Hawk Tables	Black Hawk Total	Black Hawk Device Fee	General Device Revenue
1992	11,030	3,193	83	3,276	\$800	\$1,480,740
1993	11,445	4,659	120	4,779	\$800	\$2,027,995
1994	12,359	4,231	103	4,334	\$800	\$2,727,452
1995	12,670	4,877	113	4,990	\$750	\$2,713,864
1996	13,434	5,276	111	5,387	\$750	\$2,743,826
1997	13,204	5,340	106	5,446	\$750	\$3,038,684
1998	14,603	7,181	125	7,306	\$750	\$5,562,157
1999	13,792	7,010	117	7,127	\$750	\$5,979,246
2000	14,764	8,456	123	8,579	\$750	\$7,102,867
2001	16,286	10,379	137	10,516	\$750	\$7,225,642
2002	15,281	9,299	105	9,404	\$750	\$7,306,763
2003	15,445	9,408	105	9,513	\$750	\$7,133,652
2004	15,834	9,246	118	9,364	\$750	\$6,279,049
2005	16,533	9,557	145	9,702	\$750	\$6,460,593
2006	17,098	9,994	136	10,130	\$750	\$6,899,268
2007	16,418	9,758	146	9,904	\$750	\$7,528,250
2008	16,673	9,606	145	9,751	\$750	\$7,372,750
2009	15,973	9,069	207	9,276	\$750	\$7,029,875
2010	14,492	8,188	185	8,373	\$750	\$6,689,188
2011	14,885	8,414	195	8,609	\$750	\$6,412,938
2012	15,064	8,258	202	8,460	\$750	\$6,380,188
2013	14,595	8,393	196	8,589	\$750	\$6,340,500
2014	13,934	8,176	202	8,378	\$945	\$8,006,355
2015	13,846	7,986	212	8,198	\$945	\$7,772,310
2016	13,173	7,456	209	7,665	\$945	\$7,490,541
2017	12,986	7,141	208	7,349	\$1,050	\$7,601,543
2018	12,965	7,090	208	7,298	\$1,050 (\$4,200)#	\$8,326,390
2019	12,702	6,873	189	7,062	\$1,050 (\$4,200)#	\$8,007,888
2020 (Est)	8,365	3,950	108	4,058	\$1,050 (\$4,200)#	\$4,603,000
2021 (Est)	10,012	5,407	149	5,556	\$1,050 (\$4,200)#	\$6,300,000

**Device Count Trends**



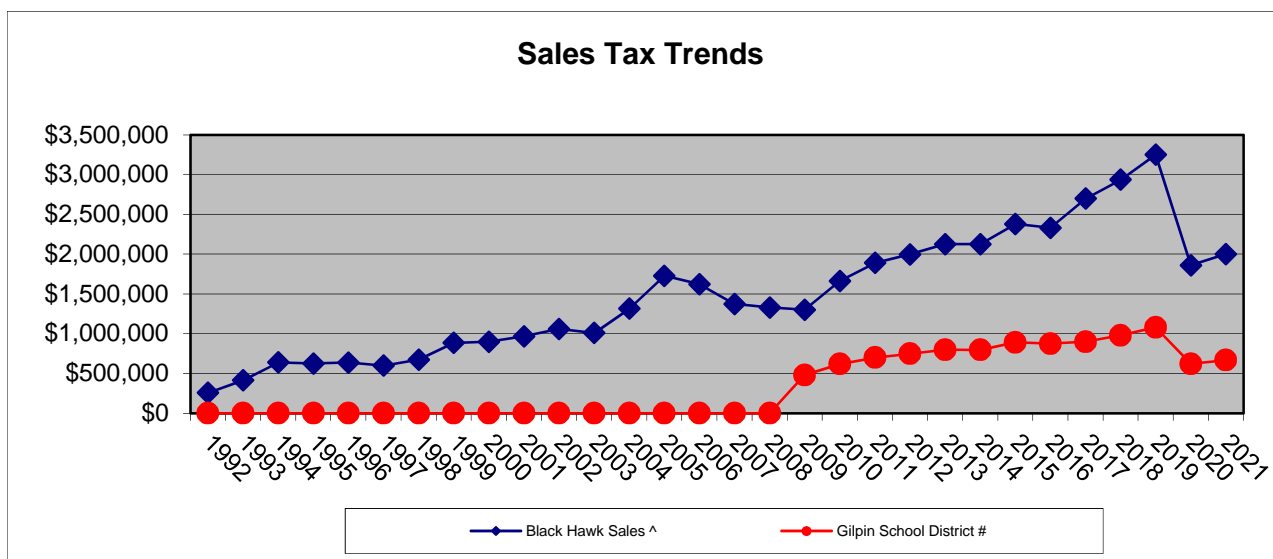
**Device Revenue Trends**



# Table Game Device Fee is 4 times the General Device Fee

# **CITY OF BLACK HAWK** **SALES TAX TRENDS** **1992-2021**

	Black Hawk Sales ^	Gilpin School District #
1992	\$256,772	-
1993	\$413,647	-
1994	\$639,607	-
1995	\$625,086	-
1996	\$636,575	-
1997	\$599,012	-
1998	\$672,746	-
1999	\$884,370	-
2000	\$899,934	-
2001	\$965,930	-
2002	\$1,059,584	-
2003	\$1,009,955	-
2004	\$1,314,668	-
2005	\$1,726,490	-
2006	\$1,624,216	-
2007	\$1,372,318	-
2008	\$1,328,229	-
2009	\$1,301,362	\$481,326
2010	\$1,662,283	\$618,731
2011	\$1,890,175	\$699,969
2012	\$1,996,592	\$748,621
2013	\$2,127,300	\$798,377
2014	\$2,124,709	\$796,723
2015	\$2,378,697	\$890,615
2016	\$2,330,246	\$873,842
2017	\$2,699,106	\$899,702
2018	\$2,937,029	\$978,811
2019	\$3,252,186	\$1,079,423
2020 Projected	\$1,860,000	\$620,000
2021 Budgeted	\$2,000,000	\$667,000

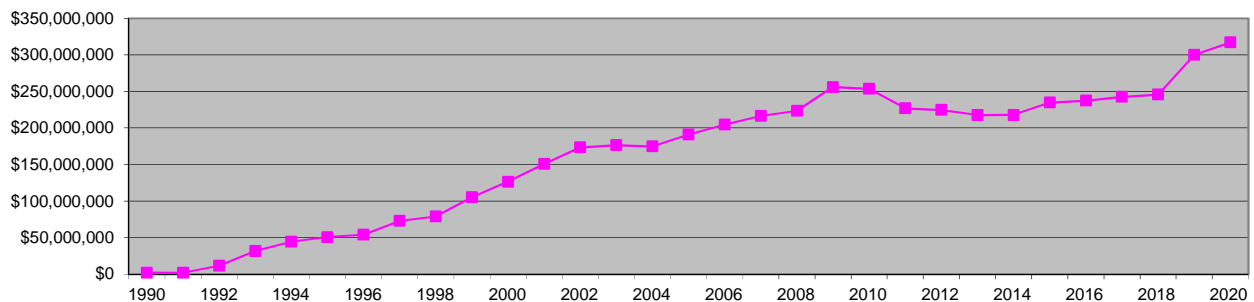


^Effective Jan. 1, 2017 the Sales Tax Rate increased from 4.00% to 4.50%

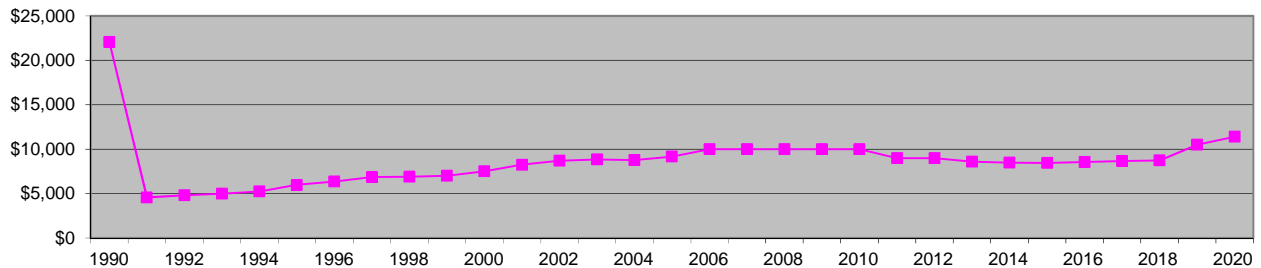
**CITY OF BLACK HAWK**  
**ASSESSED VALUATION & TAX YIELD**  
**1990-2020**

YEAR	ASSESSED VALUATION	MILL LEVY	TAX YIELD
1990	\$2,095,610	10.4600	\$22,070
1991	\$1,827,970	2.5000	\$4,570
1992	\$11,596,220	0.4140	\$4,800
1993	\$31,730,500	0.1580	\$5,000
1994	\$44,419,780	0.1180	\$5,250
1995	\$50,665,890	0.1180	\$5,980
1996	\$54,006,890	0.1180	\$6,370
1997	\$72,922,410	0.0940	\$6,855
1998	\$78,993,600	0.1000	\$6,900
1999	\$105,123,570	0.0666	\$7,000
2000	\$126,445,200	0.0593	\$7,500
2001	\$150,651,240	0.0548	\$8,250
2002	\$173,635,660	0.0501	\$8,699
2003	\$176,712,400	0.0501	\$8,853
2004	\$174,912,530	0.0501	\$8,763
2005	\$190,933,200	0.0484	\$9,165
2006	\$204,515,190	0.0488	\$10,000
2007	\$216,585,941	0.0462	\$10,000
2008	\$223,438,722	0.0448	\$10,000
2009	\$256,051,781	0.0390	\$10,000
2010	\$253,557,450	0.0390	\$10,000
2011	\$226,862,524	0.0390	\$9,000
2012	\$224,643,394	0.0390	\$9,001
2013	\$217,657,989	0.0390	\$8,600
2014	\$217,921,025	0.0390	\$8,500
2015	\$234,861,739	0.0360	\$8,455
2016	\$237,567,014	0.0360	\$8,552
2017	\$242,790,494	0.0360	\$8,656
2018	\$245,829,172	0.0360	\$8,750
2019	\$299,950,331	0.0350	\$10,500
2020	\$317,003,620	0.0360	\$11,400

ASSESSED VALUATION



TAX YIELD



**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>GENERAL FUND REVENUE</b>					
010-0000-3110100	Real Property / Property Taxes	8,768	10,500	10,500	11,400
010-0000-3110200	Real Property / Specific Owner	472	300	680	500
010-0000-3110300	Commercial Improvements Tax	22,414	22,550	22,551	22,550
010-0000-3130100	Sales & Use Tax / Sales Tax-City	3,252,186	3,000,000	1,860,000	2,000,000
010-0000-3130101	Sales Tax-City / Sales Tax-School District	1,079,423	1,000,000	620,000	667,000
010-0000-3130200	Sales & Use Tax / Use Tax	1,070,488	750,000	400,000	500,000
010-0000-3130201	Sales & Use Tax / Use Tax-School District	352,116	250,000	133,000	167,000
010-0000-3140200	Occupational Tax / Businesses	18,834	24,000	20,155	20,000
010-0000-3180100	Other Taxes / Device Fees	8,007,888	8,715,000	4,603,000	6,300,000
010-0000-3180200	Other Taxes / Franchise Fees	134,037	165,000	126,501	130,000
010-0000-3180400	Other Taxes/Ambulance Fee-Non District Assessment	9,738	9,700	4,403	5,500
010-0000-3180500	Other Taxes / Lodging Tax	319,271	450,000	132,558	350,000
010-0000-3210200	Business Licenses / Business	39,491	38,000	35,820	35,000
010-0000-3210300	Business Licenses / Liquor	10,674	8,000	12,128	12,000
010-0000-3210400	Business Licenses / Contractors	2,950	3,500	2,350	2,000
010-0000-3220100	Permits / Building	76,942	50,000	20,516	20,000
010-0000-3220200	Permits / Sign	1,360	1,200	1,200	1,200
010-0000-3220300	Permits / Shuttle	200	200	300	300
010-0000-3220400	Permits / Special Events	550	500	420	500
010-0000-3220900	Permits / Miscellaneous	2,661	2,500	15,975	2,500
010-0000-3350200	State Shared Revenues / Cigarette	8,590	8,500	8,590	8,500
010-0000-3350300	State Shared Revenues / Highway Users	17,236	17,000	12,766	13,317
010-0000-3350400	County Shared Revenues / Road & Bridge	100,889	100,000	90,632	90,000
010-0000-3350500	State Shared Revenues / Gaming	8,403,874	8,530,000	5,036,466	5,000,000
010-0000-3410300	Miscellaneous Fees / Plan Review	40,690	45,000	8,115	10,000
010-0000-3410400	Plan Review - Fire	2,350	2,500	2,550	2,500
010-0000-3410800	Miscellaneous Fees / Services Billed Out	210,641	100,000	200,818	100,000
010-0000-3410900	Inspection Fees - Fire	9,900	5,000	18,900	5,000
010-0000-3510100	Court Fines / Municipal Court	11,336	10,000	8,409	10,000
010-0000-3510300	Court Fines / Parking	1,060	1,000	270	500
010-0000-3510600	Court Fines / Victim Service Surcharge	3,411	3,000	2,322	2,500
010-0000-3601400	Revenue / Police Grant	0	0	96,300	107,000
010-0000-3601500	Revenue / Fire Grant	18,700	0	33,701	0

010-0000-3610100	Revenue / Int Income On Investments	214,954	140,000	89,955	80,000
010-0000-3610900	Revenue / Other	183,890	60,000	112,351	100,000
010-0000-3611200	Revenue / Police Dept Revenue	72,866	70,500	45,595	50,000
010-0000-3611300	Fire Department Revenue	10,492	5,000	11,162	5,000
010-0000-3611500	Revenue / Gilpin Ambulance Vehicle Maintenance IGA	25,929	25,000	9,821	20,000
010-0000-3612000	Revenue / Silver Dollar Ambulance	201,607	199,075	199,075	187,324
010-0000-3630201	Commercial Buildings / Utility Charges	5,656	5,500	1,237	6,000
010-0000-3630202	Commercial Buildings / Rent Revenue	174,497	170,000	144,045	170,000
010-0000-3950400	Transfer In / Historic Preservation	110,000	110,000	110,000	110,000
010-0000-3950800	Transfer In / Capital Projects	0	3,800,000	3,800,000	0
010-0000-3951000	Transfer In / Water Fund	0	750,000	750,000	750,000
010-0000-3951300	Transfer In / Transportation Device Fee Fund	198,742	158,955	66,232	163,000
<b>TOTAL GENERAL FUND REVENUE</b>		<b>24,437,773</b>	<b>28,816,980</b>	<b>18,881,369</b>	<b>17,238,091</b>

**CITY OF BLACK HAWK  
2021 BUDGET  
GENERAL FUND**

<b>MAYOR &amp; COUNCIL</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
Mayor	1.00	1.00	1.00	1.00
Alderman	6.00	6.00	6.00	6.00
<b>TOTAL STAFF</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>
<b>EXPENDITURES BY TYPE</b>				
Personnel	300,394	310,057	308,509	323,239
Professional Services	265,665	465,000	300,000	390,000
General Services	0	0	0	0
Program Expenses	2,621,890	3,180,011	1,588,585	1,990,277
Supplies	2,282	3,100	2,200	3,100
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
<b>MAYOR &amp; COUNCIL</b>	<b>3,190,231</b>	<b>3,958,168</b>	<b>2,199,294</b>	<b>2,706,616</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>MAYOR &amp; COUNCIL</b>					
010-1101-4111201	Regular Salaries/Wages / Full-Time	113,172	113,571	112,511	116,328
010-1101-4111202	Regular Salaries/Wages / Medical Stipend	161,488	169,466	169,040	178,752
010-1101-4112100	Council / Group Health Insurance	115	151	150	151
010-1101-4112200	Council / Fica & Medicare Expense	18,812	19,787	19,829	20,629
010-1101-4112301	Retirement / 401A	6,380	6,651	6,617	6,934
010-1101-4112500	Council / State Unemploy (Sui)	120	120	123	120
010-1101-4112600	Council / Workers Compensation	306	311	239	325
010-1101-4113101	Legal Services / City Attorney	175,665	375,000	210,000	300,000
010-1101-4113103	Lobbying	90,000	90,000	90,000	90,000
010-1101-4115806	Program Expenses / Council Discretionary	14,494	20,000	16,000	16,000
010-1101-4115808	Community Goodwill-Promotion	1,949	8,000	1,000	3,000
010-1101-4115809	Community Goodwill	125	3,000	199	1,000
010-1101-4115811	Program Expenses / Marketing	77,427	100,000	100,000	100,000
010-1101-4115813	Program Expenses / Residential Paint Program	16,826	100,000	0	100,000
010-1101-4115815	Program Expenses / Employee Appreciation	3,843	321,672	40,000	40,000
010-1101-4115825	Program Expenses / Annual Outdoor Flowers	75,957	110,750	95,000	89,000
010-1101-4115826	Program Expenses / Flags	7,728	6,000	450	6,000
010-1101-4115827	Program Expenses / Holiday Decorations	157,065	178,000	63,423	178,000
010-1101-4115828	Program Expenses / Fireworks-Lasers	97,974	112,000	16,024	60,000
010-1101-4115830	Program Expenses / Scholarship Fund	45,074	40,000	40,000	40,000
010-1101-4115831	Program Expenses / Sales Tax-School District	1,434,788	1,250,000	753,000	834,000
010-1101-4115832	Program Expenses / Ambulance	448,015	442,389	442,389	416,277
010-1101-4115834	Program Expenses / Sales Tax Rebate	206	500	500	500
010-1101-4115835	Gregory St Redevelopment (Lodging Tax)	0	450,000	20,000	100,000
010-1101-4115836	Device Tax Rebate	195,200	0	0	0
010-1101-4115837	Clean-Up Day	5,562	12,700	500	6,500
010-1101-4115838	Banners	39,657	25,000	100	0
010-1101-4116101	General Supplies / Office Supplies	1,285	1,000	100	1,000
010-1101-4116206	Operating Supplies / Uniforms	997	2,100	2,100	2,100
<b>TOTAL MAYOR &amp; COUNCIL</b>		<b>3,190,231</b>	<b>3,958,168</b>	<b>2,199,294</b>	<b>2,706,616</b>



**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

<b>MUNICIPAL COURT</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
Municipal Court Clerk	0.50	0.50	0.50	0.50
Municipal Judge	1.00	1.00	1.00	1.00
<b>TOTAL STAFF</b>	1.50	1.50	1.50	1.50
<b>EXPENDITURES BY TYPE</b>				
Personnel	35,557	59,499	51,062	64,490
Professional Services	9,478	14,700	5,000	8,700
General Services	466	600	0	600
Program Expenses	0	0	0	0
Supplies	2,164	2,000	3,195	4,000
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
<b>MUNICIPAL COURT</b>	47,665	76,799	59,257	77,790

**CITY OF BLACK HAWK  
2021 BUDGET  
GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>MUNICIPAL COURT</b>					
010-1201-4121201	Regular Salaries/Wages / Full-Time	31,573	49,200	45,647	53,012
010-1201-4121400	Judicial / Overtime	710	0	200	100
010-1201-4122100	Judicial / Group Health Insurance	0	4,918	0	5,512
010-1201-4122200	Judicial / Social Security	2,470	3,620	3,503	3,897
010-1201-4122301	Retirement / 401A	657	1,628	1,516	1,822
010-1201-4122500	Judicial / Unemployment Compensation	97	81	156	91
010-1201-4122600	Judicial / Workers Compensation	51	52	40	56
010-1201-4123109	Legal Services / Other (Translators)	9,478	13,000	5,000	7,000
010-1201-4123304	Professional Services / Software/Hardware Support	0	1,700	0	1,700
010-1201-4125058	Other Purchased Services / Travel & Training	67	500	0	500
010-1201-4125501	Dues, & Membership / Memberships	0	100	0	100
010-1201-4125805	Program Expenses / Training	399	0	0	0
010-1201-4126101	General Supplies / Office	0	0	1,500	2,000
010-1201-4126102	General Supplies / Stationary/Forms	0	0	195	0
010-1201-4126401	Court Fees / Jury/Witness	2,164	2,000	1,500	2,000
<b>TOTAL MUNICIPAL COURT</b>		<b>47,665</b>	<b>76,799</b>	<b>59,257</b>	<b>77,790</b>

**CITY OF BLACK HAWK  
2021 BUDGET  
GENERAL FUND**

<b>CITY MANAGER</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
City Manager	1.00	1.00	1.00	1.00
<b>TOTAL STAFF</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>EXPENDITURES BY TYPE</b>				
Personnel	255,999	258,839	249,440	265,620
Professional Services	0	0	0	0
General Services	5,716	12,650	6,800	7,700
Program Expenses	0	0	0	0
Supplies	474	600	600	600
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
<b>CITY MANAGER</b>	<b>262,189</b>	<b>272,089</b>	<b>256,840</b>	<b>273,920</b>

**CITY OF BLACK HAWK  
2021 BUDGET  
GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>CITY MANAGER</b>					
010-1301-4131201	Regular Salaries/Wages / Full-Time	218,567	207,964	199,692	211,070
010-1301-4132100	Administration / Group Health Insurance	11,324	24,904	24,195	28,317
010-1301-4132200	Administration / Social Security	11,618	11,264	11,345	11,306
010-1301-4132301	Retirement / 401A	11,454	11,719	11,698	11,894
010-1301-4132500	Administration / Unemployment Compensation	678	586	664	595
010-1301-4132600	Administration / Workers Compensation	2,358	2,402	1,846	2,438
010-1301-4135058	Other Purchased Services / Travel & Training	830	6,000	100	1,000
010-1301-4135501	Dues, & Membership / Memberships	4,886	6,500	6,500	6,500
010-1301-4135502	Dues, & Membership / Subscriptions	0	150	200	200
010-1301-4136101	General Supplies / Office	336	300	300	300
010-1301-4136206	Operating Supplies / Uniforms	138	300	300	300
<b>TOTAL CITY MANAGER</b>		262,189	272,089	256,840	273,920

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

<b>CITY CLERK</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
City Clerk/Admin. Services Director	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00
Executive Administrative Assistant	1.00	1.00	1.00	1.00
Senior HR Generalist	1.00	1.00	1.00	1.00
<b>TOTAL STAFF</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>EXPENDITURES BY TYPE</b>				
Personnel	482,833	515,257	496,110	533,162
Professional Services	45,575	125,000	66,918	45,000
General Services	339,153	378,750	345,060	364,500
Program Expenses	0	0	0	0
Supplies	5,937	8,700	13,200	8,700
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
<b>CITY CLERK</b>	<b>873,498</b>	<b>1,027,707</b>	<b>921,288</b>	<b>951,362</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>CITY CLERK / ADMINISTRATIVE SERVICES</b>					
010-1302-4131201	Regular Salaries/Wages / Full-Time	373,416	397,692	388,991	409,611
010-1302-4131400	Administration / Overtime	1,018	1,000	500	1,000
010-1302-4132100	Administration / Group Health Insurance	60,602	65,767	53,834	70,524
010-1302-4132200	Administration / Social Security	26,035	26,945	29,410	27,452
010-1302-4132301	Retirement / 401A	20,280	22,328	21,913	23,003
010-1302-4132500	Administration / Unemployment Compensation	1,105	1,116	1,148	1,150
010-1302-4132600	Administration / Workers Compensation	378	409	314	422
010-1302-4133301	Temporary Employees	0	0	21,918	0
010-1302-4133319	Professional Services / Other (Consultants)	45,575	125,000	45,000	45,000
010-1302-4133400	Administration / Elections Expense	1,988	3,000	3,000	3,000
010-1302-4134506	Repairs & Maintenance / Equipment Maintenance	3,646	5,200	3,525	4,000
010-1302-4135058	Other Purchased Services / Travel & Training	50,710	43,600	25,000	25,000
010-1302-4135101	Property & Casualty	231,758	277,200	270,000	280,000
010-1302-4135302	Communications / Postage	6,412	7,000	7,000	7,000
010-1302-4135402	Advertising / Classifieds	33,434	28,000	17,500	25,000
010-1302-4135501	Dues, & Membership / Memberships	1,393	2,000	2,000	2,000
010-1302-4135502	Dues, & Membership / Subscriptions	1,262	250	6,000	6,000
010-1302-4135901	Other Purchased Services / Records Preservation	3,719	4,500	3,535	4,000
010-1302-4135902	Other Purchased Services / Codification	4,809	6,000	5,000	6,000
010-1302-4135903	Other Purchased Services / Filing Fees	21	2,000	2,500	2,500
010-1302-4136101	General Supplies / Office	5,097	7,500	12,000	7,500
010-1302-4136206	Operating Supplies / Uniforms	840	1,200	1,200	1,200
<b>TOTAL CITY CLERK / ADMINISTRATIVE SERVICES</b>		<b>873,498</b>	<b>1,027,707</b>	<b>921,288</b>	<b>951,362</b>

**CITY OF BLACK HAWK  
2021 BUDGET  
GENERAL FUND**

<b>INFORMATION TECHNOLOGY</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
Information Technology Manager	1.00	1.00	1.00	1.00
IT Systems Analyst	1.00	1.00	1.00	1.00
<b>TOTAL STAFF</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>EXPENDITURES BY TYPE</b>				
Personnel	287,214	293,804	289,140	306,791
Professional Services	3,517	5,000	5,300	5,000
General Services	148,578	143,100	148,881	168,500
Program Expenses	0	0	0	0
Supplies	42,121	63,600	42,414	51,600
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
<b>INFORMATION TECHNOLOGY</b>	<b>481,430</b>	<b>505,504</b>	<b>485,735</b>	<b>531,891</b>

**CITY OF BLACK HAWK  
2021 BUDGET  
GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>INFORMATION TECHNOLOGY</b>					
010-1303-4131201	Regular Salaries/Wages / Full-Time	212,619	214,098	213,846	219,442
010-1303-4132100	Administration / Group Health Insurance	44,483	49,276	45,517	56,154
010-1303-4132200	Administration / Social Security	15,775	15,335	15,173	15,721
010-1303-4132301	Retirement / 401A	11,356	12,028	12,075	12,330
010-1303-4132500	Administration / Unemployment Compensation	618	601	634	616
010-1303-4132600	Administration / Workers Compensation	2,362	2,466	1,895	2,528
010-1303-4133304	Professional Services / Software/Hardware Support	3,517	5,000	5,000	5,000
010-1303-4133319	Professional Services / Other (Consultants)	0	0	300	0
010-1303-4134506	Repairs & Maintenance / Equipment Maintenance	29,650	30,000	25,740	30,000
010-1303-4134701	Vehicle Maintenance	8	2,100	2,100	2,100
010-1303-4135058	Other Purchased Services / Travel & Training	11,062	7,500	7,500	7,500
010-1303-4135301	Communications / Telephone	100,093	95,000	105,041	105,000
010-1303-4135502	Dues, & Membership / Subscriptions	7,765	8,500	8,500	23,900
010-1303-4136101	General Supplies / Office	1,183	1,000	1,000	1,000
010-1303-4136103	General Supplies / Software	10,328	15,000	14,743	15,000
010-1303-4136110	General Supplies / Small Equipment	30,104	47,000	26,071	35,000
010-1303-4136206	Operating Supplies / Uniforms	506	600	600	600
<b>TOTAL INFORMATION TECHNOLOGY</b>		481,430	505,504	485,735	531,891



**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

<b>FINANCE</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
Finance Director	1.00	1.00	1.00	1.00
Senior Accountant	1.00	1.00	1.00	1.00
<b>TOTAL STAFF</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>EXPENDITURES BY TYPE</b>				
Personnel	324,122	332,342	333,911	351,206
Professional Services	79,790	92,500	82,000	87,500
General Services	1,004	3,500	1,150	2,250
Program Expenses	0	0	0	0
Supplies	1,895	2,100	1,600	1,850
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
<b>FINANCE</b>	<b>406,812</b>	<b>430,442</b>	<b>418,661</b>	<b>442,806</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>FINANCE</b>					
010-1501-4151201	Regular Salaries/Wages / Full-Time	252,262	256,435	261,477	268,281
010-1501-4152100	Financial Administration / Group Health Insurance	41,116	43,997	40,096	49,690
010-1501-4152200	Financial Administration / Social Security	16,087	16,363	16,350	16,962
010-1501-4152301	Retirement / 401A	13,613	14,505	14,967	15,183
010-1501-4152500	Financial Administration / Unemployment Compensation	741	725	777	759
010-1501-4152600	Financial Administration / Workers Compensation	302	317	244	331
010-1501-4153200	Financial Administration / Accounting And Auditing	56,740	65,000	57,500	60,000
010-1501-4153304	Professional Services / Software/Hardware Support	20,629	22,500	22,000	22,500
010-1501-4153319	Professional Services / Other (Consultants)	2,422	5,000	2,500	5,000
010-1501-4155058	Other Purchased Services / Travel & Training	44	500	200	250
010-1501-4155501	Dues, & Membership / Memberships	743	1,000	750	1,000
010-1501-4155805	Program Expenses / Training	218	2,000	200	1,000
010-1501-4156101	General Supplies / Office	1,277	1,500	1,000	1,250
010-1501-4156206	Operating Supplies / Uniforms	571	600	600	600
010-1501-4156303	Office Expenses / Bank Chgs/Int/Penalties	47	0	0	0
<b>TOTAL FINANCE</b>		406,812	430,442	418,661	442,806

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

<b>PLANNING &amp; ZONING</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
Community Planning & Development Director	1.00	1.00	1.00	1.00
Development Services Coordinator	0.00	2.00	1.00	1.00
Permit Technician	1.00	0.00	0.00	0.00
Administrative Assistant CPD	1.00	0.00	0.00	0.00
<b>TOTAL STAFF</b>	3.00	3.00	2.00	2.00
<b>EXPENDITURES BY TYPE</b>				
Personnel	266,997	345,747	282,022	283,044
Professional Services	484,476	371,000	370,818	260,500
General Services	5,847	11,200	5,650	5,900
Program Expenses	0	0	0	0
Supplies	5,152	13,400	6,600	7,600
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
<b>PLANNING &amp; ZONING</b>	762,473	741,347	665,090	557,044

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>PLANNING &amp; DEVELOPMENT</b>					
010-1901-4191201	Regular Salaries/Wages / Full-Time	211,306	261,398	221,854	224,303
010-1901-4191400	Planning & Zoning / Overtime	443	500	150	300
010-1901-4192100	Planning & Zoning / Group Health Insurance	24,225	46,476	27,835	26,550
010-1901-4192200	Planning & Zoning / Social Security	16,124	18,861	16,929	16,072
010-1901-4192301	Retirement / 401A	11,580	14,793	12,305	12,605
010-1901-4192500	Planning & Zoning / Unemployment Compensation	630	740	660	630
010-1901-4192600	Planning & Zoning / Workers Compensation	2,687	2,979	2,289	2,584
010-1901-4193304	Software/Hardware Support	10,750	111,000	30,000	20,500
010-1901-4193319	Professional Services / Other (Consultants)	262,283	160,000	140,000	140,000
010-1901-4193322	Professional Services / Services Billed Out	211,444	100,000	200,818	100,000
010-1901-4194701	Vehicle Operation & Maint / Vehicle Maintenance	1,810	1,000	1,000	1,000
010-1901-4194703	Vehicle Operation & Maint / Gas And Oil	459	500	250	500
010-1901-4195058	Other Purchased Services / Travel & Training	1,924	7,500	2,500	2,500
010-1901-4195301	Communications / Telephone	153	200	200	200
010-1901-4195501	Dues, & Membership / Memberships	1,281	1,700	1,500	1,500
010-1901-4195502	Dues, & Membership / Subscriptions	221	300	200	200
010-1901-4196101	General Supplies / Office	3,343	5,000	2,500	3,000
010-1901-4196107	General Supplies / Books	0	2,500	1,000	1,500
010-1901-4196110	General Supplies / Small Equipment	1,285	5,000	2,500	2,500
010-1901-4196206	Operating Supplies / Uniforms	524	900	600	600
<b>TOTAL PLANNING &amp; DEVELOPMENT</b>		<b>762,473</b>	<b>741,347</b>	<b>665,090</b>	<b>557,044</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

<b>POLICE DEPARTMENT</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
Police Officers	15.00	18.00	16.00	16.00
Police Sergeants	4.00	4.00	4.00	4.00
Police Detectives	2.00	3.00	2.00	2.00
Police Commanders	2.00	2.00	2.00	2.00
Admin Asst/ Property Evidence Tech	1.00	1.00	1.00	1.00
Records Specialist	0.50	0.50	0.50	0.50
Records Supervisor	1.00	1.00	1.00	1.00
Communications Officer	7.00	8.00	7.00	7.00
Police Chief	1.00	1.00	1.00	1.00
Evidence Tech	1.00	1.00	1.00	1.00
<b>TOTAL STAFF</b>	<b>34.50</b>	<b>39.50</b>	<b>35.50</b>	<b>35.50</b>
<b>EXPENDITURES BY TYPE</b>				
Personnel	3,905,623	4,640,043	3,948,219	4,282,831
Professional Services	71,055	63,500	53,667	64,000
General Services	162,695	172,000	134,000	175,000
Program Expenses	0	0	0	0
Supplies	173,161	160,400	148,070	174,100
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
<b>POLICE DEPARTMENT</b>	<b>4,312,534</b>	<b>5,035,943</b>	<b>4,283,956</b>	<b>4,695,931</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>POLICE DEPARTMENT - LAW ENFORCEMENT</b>					
010-2101-4211201	Regular Salaries/Wages / Full-Time	2,462,135	2,925,944	2,573,876	2,716,026
010-2101-4211400	Police / Overtime	71,365	80,000	50,000	70,000
010-2101-4212100	Police / Group Health Insurance	383,046	568,555	374,820	524,261
010-2101-4212200	Police / Social Security	189,079	208,656	195,013	193,365
010-2101-4212301	Retirement / 401A	132,862	165,208	138,316	153,509
010-2101-4212500	Police / Unemployment Compensation	7,483	8,260	7,943	7,675
010-2101-4212600	Police / Workers Compensation	61,974	62,171	47,768	57,208
010-2101-4213304	Professional Services / Software/Hardware Support	57,669	50,000	48,207	50,000
010-2101-4213317	Professional Services / Public Relations	470	500	385	1,000
010-2101-4213322	Professional Services / Professional Services	75	0	75	0
010-2101-4213323	Professional Services / Investigations/Major	12,841	13,000	5,000	13,000
010-2101-4214701	Vehicle Operation & Maint / Vehicle Maintenance	25,346	28,000	15,000	28,000
010-2101-4214703	Vehicle Operation & Maint / Gas And Oil	23,486	26,000	16,000	28,000
010-2101-4215058	Other Purchased Services / Travel & Training	31,158	28,000	12,000	25,000
010-2101-4215301	Communications / Telephone	8,739	8,000	18,000	10,000
010-2101-4215501	Dues, & Membership / Memberships	1,618	2,000	1,000	2,000
010-2101-4215502	Dues, & Membership / Subscriptions	737	1,000	500	1,000
010-2101-4216101	General Supplies / Office	17,756	18,000	15,000	18,000
010-2101-4216102	General Supplies / Stationary/Forms	565	2,000	4,000	2,000
010-2101-4216103	General Supplies / Software	768	0	768	0
010-2101-4216105	General Supplies / Victim Service Supplies	15,000	15,000	15,000	15,000
010-2101-4216107	General Supplies / Books	112	0	1,812	2,000
010-2101-4216110	General Supplies / Small Equipment	84,890	60,000	60,000	75,000
010-2102-4215829	Program Expenses / Firing Range Program	16,786	18,000	17,500	19,000
010-2102-4216206	Operating Supplies / Uniforms	20,010	27,000	23,000	23,000
010-2102-4216207	Operating Supplies / Body Armor	14,081	18,000	7,500	18,000
010-2102-4216213	Operating Supplies / Protective Equipment	0	0	1,490	0
<b>TOTAL POLICE DEPARTMENT - LAW ENFORCEMENT</b>		<b>3,640,050</b>	<b>4,333,294</b>	<b>3,649,973</b>	<b>4,052,044</b>

**CITY OF BLACK HAWK  
2021 BUDGET  
GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>POLICE DEPARTMENT - DISPATCH</b>					
010-2105-4211201	Regular Salaries/Wages / Full-Time	439,470	452,963	422,707	413,633
010-2105-4211400	Police / Overtime	17,886	20,000	6,543	15,000
010-2105-4212100	Police / Group Health Insurance	80,309	87,727	73,148	76,840
010-2105-4212200	Police / Social Security	34,638	32,950	32,537	30,096
010-2105-4212301	Retirement / 401A	23,535	25,843	23,910	23,605
010-2105-4212500	Police / Unemployment Compensation	1,355	1,292	1,274	1,180
010-2105-4212600	Police / Workers Compensation	485	474	364	433
010-2105-4214506	Repairs & Maintenance / Equipment Maintenance	67,395	75,000	68,000	75,000
010-2105-4215501	Dues, & Membership / Memberships	537	1,000	1,000	1,000
010-2105-4215805	Program Expenses / Training	3,679	3,000	2,500	5,000
010-2105-4216206	Operating Supplies / Uniforms	3,193	2,400	2,000	2,100
<b>TOTAL POLICE DEPARTMENT - DISPATCH</b>		672,483	702,649	633,983	643,887

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

<b>FIRE DEPARTMENT</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
Fire Fighters	12.00	15.00	13.00	13.00
Fire Lieutenant	3.00	3.00	3.00	3.00
Fire Captain	3.00	3.00	3.00	3.00
Fire Chief	1.00	1.00	1.00	1.00
Inspector	1.00	1.00	0.00	0.00
Administrative Assistant	1.00	1.00	1.00	1.00
<b>TOTAL STAFF</b>	<b>21.00</b>	<b>24.00</b>	<b>21.00</b>	<b>21.00</b>
<b>EXPENDITURES BY TYPE</b>				
Personnel	2,824,072	2,925,200	2,726,688	2,728,862
Professional Services	16,593	28,000	26,100	27,000
General Services	80,139	85,000	65,600	80,000
Program Expenses	0	0	0	0
Supplies	80,552	76,500	70,200	71,000
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
<b>FIRE DEPARTMENT</b>	<b>3,001,357</b>	<b>3,114,700</b>	<b>2,888,588</b>	<b>2,906,862</b>



**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>FIRE DEPARTMENT</b>					
010-2201-4221201	Regular Salaries/Wages / Full-Time	2,077,958	2,094,871	1,992,278	1,907,258
010-2201-4221400	Fire / Overtime	91,195	100,000	89,784	100,000
010-2201-4222100	Fire / Group Health Insurance	401,143	464,507	408,151	480,941
010-2201-4222200	Fire / Social Security	39,461	38,588	34,849	31,579
010-2201-4222301	Retirement / 401A	7,848	8,224	4,092	4,030
010-2201-4222302	Retirement / Fppa	143,732	155,047	146,987	145,880
010-2201-4222500	Fire / Unemployment Compensation	6,385	6,225	6,185	5,672
010-2201-4222600	Fire / Workers Compensation	56,350	57,738	44,362	53,502
010-2201-4223319	Professional Services / Other (Consultants)	16,593	28,000	26,100	27,000
010-2201-4224506	Repairs & Maintenance / Station Equipment Mainten	793	500	500	500
010-2201-4224603	Buildings / Station Supplies	2,081	2,500	2,500	2,500
010-2201-4224606	Buildings / Fire Station Equipment	12,660	2,000	2,000	4,000
010-2201-4224701	Vehicle Operation & Maint / Truck Maintenance	7,481	20,000	10,000	10,000
010-2201-4224703	Vehicle Operation & Maint / Truck Gas/Oil	9,655	10,000	10,000	10,000
010-2201-4225058	Other Purchased Services / Travel & Training	23,018	23,000	15,000	25,000
010-2201-4225059	Other Purchased Services	1,271	1,500	500	1,000
010-2201-4225060	Health & Fitness Program	16,231	19,000	19,000	20,000
010-2201-4225301	Communications / Telephone	2,349	2,500	2,500	2,500
010-2201-4225501	Dues, & Membership / Memberships	3,738	3,500	3,100	3,500
010-2201-4225810	Program Expenses / Fire Prevention Week	861	500	500	1,000
010-2201-4226101	General Supplies / Office	1,623	2,000	1,500	2,000
010-2201-4226107	General Supplies / Books	206	500	0	500
010-2201-4226206	Operating Supplies / Uniforms	14,429	15,000	13,000	15,000
010-2201-4226215	Operating Supplies / Medical Supplies	2,325	5,000	5,000	10,000
010-2201-4226216	Operating Supplies / Safety Gear	2,822	3,000	3,000	2,000
010-2201-4226217	Operating Supplies / Hazmat Materials	1,075	2,000	2,000	2,000
010-2201-4226219	Operating Supplies / Personal Protective Equipment	24,071	14,000	14,000	10,000
010-2201-4226221	Operating Supplies / Other Fire Supplies	5,181	7,000	7,000	10,000
010-2201-4226223	Emergency Management	95	2,000	200	500
010-2201-4226224	Operating Supplies / Hoses And Nozzles	14,368	7,000	7,000	5,000
010-2201-4226225	Honor Guard	0	0	0	0
010-2201-4226226	Wildland Supplies	8,175	7,000	7,000	5,000

010-2201-4226227	Technical Rescue Supplies & Equipment	5,857	10,000	10,000	7,000
010-2201-4227405	Machinery And Equipment / Radios/Radio Equipment	326	2,000	500	2,000
<b>TOTAL FIRE DEPARTMENT</b>		3,001,357	3,114,700	2,888,588	2,906,862

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

<b>PUBLIC WORKS DEPARTMENT</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
Executive Administrative Assistant	1.00	1.00	1.00	1.00
City Engineer	1.00	1.00	1.00	1.00
GIS Analyst / Engineer Associate	1.00	1.00	1.00	1.00
Junior Engineer	0.00	1.00	0.00	0.00
Street Maintenance Worker	8.00	8.00	5.00	5.00
Street Supervisor	0.00	1.00	1.00	1.00
Street Superintendent	1.00	0.00	0.00	0.00
Fleet Support Technician	1.00	1.00	1.00	1.00
Fleet Purchasing & Inventory Assistant	1.00	1.00	1.00	1.00
Fleet Technician	3.00	3.00	2.00	2.00
Fleet Supervisor	0.00	1.00	1.00	1.00
Fleet Superintendent	1.00	0.00	0.00	0.00
Facilities Maintenance Technician	2.00	2.00	2.00	2.00
Facilities Maintenance Supervisor	1.00	1.00	1.00	1.00
Maintenance Services Manager	0.00	1.00	1.00	1.00
Public Works Director	1.00	1.00	1.00	1.00
<b>TOTAL STAFF</b>	<b>22.00</b>	<b>24.00</b>	<b>19.00</b>	<b>19.00</b>
<b>EXPENDITURES BY TYPE</b>				
Personnel	2,194,929	2,669,929	1,976,305	2,140,798
Professional Services	112,812	140,000	63,000	45,800
General Services	692,045	972,000	702,500	851,650
Program Expenses	0	0	0	0
Supplies	136,245	171,200	138,600	177,900
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
<b>PUBLIC WORKS DEPARTMENT</b>	<b>3,136,030</b>	<b>3,953,129</b>	<b>2,880,405</b>	<b>3,216,148</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>PUBLIC WORKS - ADMINISTRATION</b>					
010-3101-4311201	Regular Salaries/Wages / Full-Time	453,847	686,768	455,780	617,136
010-3101-4311400	Public Works / Overtime	90	100	0	0
010-3101-4312100	Public Works / Group Health Insurance	56,161	106,618	51,135	69,040
010-3101-4312200	Public Works / Social Security	30,973	47,301	34,429	42,196
010-3101-4312301	Retirement / 401A	25,093	39,094	26,111	35,220
010-3101-4312500	Public Works / Unemployment Compensation	1,343	1,955	1,346	1,761
010-3101-4312600	Public Works / Workers Compensation	4,505	10,145	7,795	6,469
010-3101-4313304	Professional Services / Software/Hardware Support	(4,400)	20,000	7,800	10,000
010-3101-4313308	Professional Services / Engineering	203	0	0	0
010-3101-4313315	Professional Services / Signal Maint & Repair	75,143	100,000	45,000	25,500
010-3101-4313319	Professional Services / Other (Consultants)	33,331	0	0	0
010-3101-4313320	Professional Services / Environmental	(19)	0	200	300
010-3101-4314101	Utilities / Gas & Electric	297,520	370,000	320,000	340,000
010-3101-4314102	Utilities / Sewer	15,539	16,000	18,000	22,000
010-3101-4314103	Utilities / Trash Removal	40,044	45,000	55,000	55,550
010-3101-4314506	Repairs & Maintenance / Equipment Maintenance	0	1,000	1,000	1,000
010-3101-4315058	Other Purchased Services / Travel & Training	240	4,000	500	4,000
010-3101-4315200	Public Works / Printing And Binding	1,076	1,000	1,500	1,600
010-3101-4315403	Advertising / Publications	0	1,000	1,000	1,000
010-3101-4315501	Dues, & Membership / Memberships	1,699	3,000	2,000	3,000
010-3101-4315502	Dues, & Membership / Subscriptions	948	1,000	1,000	1,000
010-3101-4316101	General Supplies / Office	8,022	10,000	8,000	10,000
010-3101-4316107	General Supplies / Books	50	1,000	1,000	1,000
010-3101-4316206	Operating Supplies / Uniforms	10,739	19,200	14,400	18,400
010-3101-4317403	Machinery And Equipment / Furniture And Fixtures	1,086	4,500	2,000	4,500
<b>TOTAL PUBLIC WORKS - ADMINISTRATION</b>		1,053,232	1,488,681	1,054,996	1,270,672

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>PUBLIC WORKS - STREETS</b>					
010-3102-4311201	Regular Salaries/Wages / Full-Time	475,013	554,904	334,036	379,799
010-3102-4311400	Public Works / Overtime	2,096	25,000	5,000	5,000
010-3102-4312100	Public Works / Group Health Insurance	105,054	173,579	52,490	95,595
010-3102-4312200	Public Works / Social Security	35,749	39,826	25,290	27,231
010-3102-4312301	Retirement / 401A	23,934	30,432	18,029	20,568
010-3102-4312500	Public Works / Unemployment Compensation	1,399	1,562	987	1,068
010-3102-4312600	Public Works / Workers Compensation	17,772	17,492	13,440	11,960
010-3102-4314202	Cleaning Services / Snow Plowing	25,858	20,000	20,000	20,000
010-3102-4314304	Rental And Leases / Equipment & Tools	924	5,000	5,000	5,000
010-3102-4314402	Rentals / Equipment Rental	966	3,000	3,000	3,000
010-3102-4314511	Repairs & Maintenance / Streets	47,002	50,000	25,000	30,000
010-3102-4314513	Repairs & Maintenance / Stairs	375	1,000	1,000	1,000
010-3102-4314515	Repairs & Maintenance / Sweeping	900	8,000	5,000	8,000
010-3102-4314516	Repairs & Maintenance / Striping	557	15,000	7,500	40,000
010-3102-4314517	Repairs & Maintenance / Storm Drainage	5,171	8,000	0	25,000
010-3102-4314520	Repairs & Maintenance / Stroehle Square	592	10,000	3,000	10,000
010-3102-4314701	Vehicle Operation & Maint / Parts & Accessories	43,205	60,000	45,000	45,000
010-3102-4314703	Vehicle Operation & Maint / Gas And Oil	32,002	36,000	28,000	36,000
010-3102-4314710	Vehicle Operation & Maint / Shop Supplies	6,945	12,000	5,000	9,000
010-3102-4315058	Other Purchased Services / Travel & Training	5,644	10,000	2,000	8,000
010-3102-4315832	Weed Management	443	2,000	500	1,500
010-3102-4316201	Operating Supplies / Small Tools	3,575	3,000	1,200	3,000
010-3102-4316229	Operating Supplies / Sand	58,167	45,000	45,000	45,000
010-3102-4316230	Operating Supplies / Base	0	1,000	1,000	1,000
010-3102-4316232	Operating Supplies / Signs	11,531	12,000	12,000	12,000
010-3102-4316243	Operating Supplies / Paving Materials	6,081	10,000	12,000	12,000
010-3102-4316250	Operating Supplies / Landscaping	20,680	20,000	18,000	20,000
010-3102-4317420	Machinery And Equipment / Equipment	8,548	25,000	13,000	20,000
<b>TOTAL PUBLIC WORKS - STREETS</b>		940,182	1,198,795	701,472	895,721

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>PUBLIC WORKS - FLEET</b>					
010-3103-4311201	Regular Salaries/Wages / Full-Time	471,826	457,851	475,899	333,082
010-3103-4311400	Public Works / Overtime	23	1,000	70	1,000
010-3103-4312100	Public Works / Group Health Insurance	90,142	90,066	88,040	107,272
010-3103-4312200	Public Works / Social Security	35,109	34,331	35,909	24,627
010-3103-4312301	Retirement / 401A	25,522	26,308	26,698	19,316
010-3103-4312500	Public Works / Unemployment Compensation	1,392	1,315	1,401	966
010-3103-4312600	Public Works / Workers Compensation	8,284	8,506	6,535	6,245
010-3103-4313304	Software/Hardware Support	8,554	20,000	10,000	10,000
010-3103-4313316	Wash Bay Maintenance	23,199	25,000	5,500	12,000
010-3103-4314507	Repairs & Maintenance / Maintain Fuel System	1,422	5,000	2,000	5,000
010-3103-4314508	Repairs & Maintenance / Maintain Tools	1,943	5,000	2,000	5,000
010-3103-4314701	Vehicle Operation & Maint / Parts & Accessories	3,864	4,000	4,000	4,000
010-3103-4314709	Vehicle Operation & Maint / Mechanic Shop Supplies	6,830	10,000	7,000	8,000
010-3103-4314712	Vehicle Operation & Maint / Gilpin Ambulance Repai	15,844	20,000	10,000	15,000
010-3103-4315058	Other Purchased Services / Travel & Training	125	4,000	2,000	2,000
010-3103-4316101	General Supplies / Office	2,942	2,500	2,500	2,500
010-3103-4316110	General Supplies / Small Tools & Equipment	2,351	5,000	2,500	18,500
<b>TOTAL PUBLIC WORKS - FLEET</b>		699,373	719,877	682,052	574,508

**CITY OF BLACK HAWK  
2021 BUDGET  
GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>PUBLIC WORKS - FACILITIES</b>					
010-3104-4311201	Regular Salaries/Wages / Full-Time	222,430	214,847	215,353	226,870
010-3104-4311400	Public Works / Overtime	1,580	5,000	1,500	2,500
010-3104-4312100	Public Works / Group Health Insurance	69,825	60,836	65,375	68,770
010-3104-4312200	Public Works / Social Security	16,886	15,636	15,482	16,533
010-3104-4312301	Retirement / 401A	11,821	12,263	12,455	12,967
010-3104-4312500	Public Works / Unemployment Compensation	660	613	664	648
010-3104-4312600	Public Works / Workers Compensation	6,397	6,581	5,056	6,959
010-3104-4314201	Cleaning Services / Custodial	32,785	90,000	35,000	35,000
010-3104-4314503	Repairs & Maintenance / Tools	327	5,000	1,000	5,000
010-3104-4314608	Sand/Salt Storage Shed	0	5,000	1,000	5,000
010-3104-4314609	Crooks Palace	2,343	0	0	0
010-3104-4314611	Buildings / Fire Department Bldg	16,414	25,000	20,000	20,000
010-3104-4314616	Buildings / Mechanics Shop	5,602	12,000	3,000	5,000
010-3104-4314617	Buildings / Street Shop/Dory Hill Plt	0	1,000	1,000	1,000
010-3104-4314618	Buildings / PW Facility	7,187	10,000	8,000	10,000
010-3104-4314619	Buildings / Post Office	12	5,000	1,000	1,000
010-3104-4314620	Buildings / Commercial Bldg	25,169	35,000	25,000	20,000
010-3104-4314621	Emergency Operations Center	19,163	20,000	17,000	20,000
010-3104-4314622	St Charles Parking Structure	0	5,000	5,000	5,000
010-3104-4314701	Vehicle Operation & Maint / Parts & Accessories	2,168	4,000	3,000	3,000
010-3104-4314710	Shop Supplies	2,473	6,000	2,500	4,000
010-3104-4315058	Other Purchased Services / Travel & Training	0	4,000	2,000	3,000
010-3104-4316201	Operating Supplies / Small Tools	0	3,000	1,500	3,000
<b>TOTAL PUBLIC WORKS - FACILITIES</b>		<b>443,243</b>	<b>545,776</b>	<b>441,885</b>	<b>475,247</b>

**CITY OF BLACK HAWK  
2021 BUDGET  
GENERAL FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>INTERGOVERNMENTAL TRANSFERS</b>					
010-9500-4919505	Transfers Out / Debt Service Fund	2,610,699	2,550,000	2,550,000	2,658,000
010-9500-4919507	Transfers Out / Capital Projects Fund	0	0	0	1,500,000
010-9500-4919508	Transfers Out / Preservation/Restor. Fund	5,300,000	4,500,000	3,000,000	0
<b>TOTAL INTERGOVERNMENTAL TRANSFERS</b>		<b>7,910,699</b>	<b>7,050,000</b>	<b>5,550,000</b>	<b>4,158,000</b>



**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**IMPACT FEES FUND SUMMARY**

	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>BEGINNING FUND BALANCE</b>	9,701	9,826	9,826	9,896
<b>REVENUES</b>	125	100	70	75
<b>EXPENDITURES</b>	0	0	0	0
<b>NET INCREASE (DECREASE)</b>	125	100	70	75
<b>ENDING FUND BALANCE</b>	9,826	9,926	9,896	9,971

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**IMPACT FEE FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Request
<b>IMPACT FEE REVENUE</b>					
201-0000-3420100	Impact Fees / Parking	0	0	0	0
201-0000-3420200	Impact Fees / Police	0	0	0	0
201-0000-3420300	Impact Fees / Fire	0	0	0	0
201-0000-3610100	Revenue / Int Income On Investments	125	100	70	75
<b>TOTAL IMPACT FEE REVENUE</b>		125	100	70	75

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**IMPACT FEE FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>IMPACT FEE</b>					
201-0000-5017702	Reimbursement / Parking Impact Fee	0	0	0	0
<b>TOTAL IMPACT FEE</b>		0	0	0	0

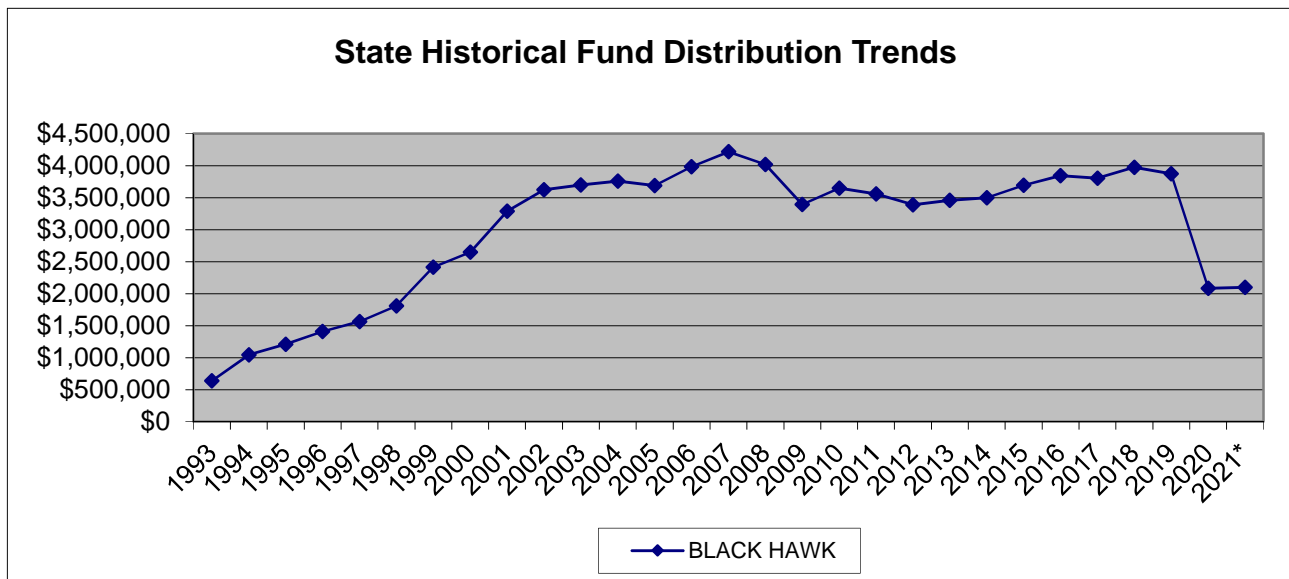
**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**PRESERVATION & RESTORATION FUND SUMMARY**

	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>BEGINNING FUND BALANCE</b>	6,064,118	10,482,062	10,482,062	39,400
<b>REVENUES</b>	9,289,629	8,461,500	5,129,484	2,125,000
<b>EXPENDITURES</b>	4,871,685	5,664,100	15,572,146	593,000
<b>NET INCREASE (DECREASE)</b>	4,417,944	2,797,400	(10,442,662)	1,532,000
<b>ENDING FUND BALANCE</b>	10,482,062	13,279,462	39,400	1,571,400

**CITY OF BLACK HAWK**  
**COLORADO HISTORICAL SOCIETY FUND DISTRIBUTION**  
**1993-2021**

**BLACK HAWK**

1993	\$637,507
1994	\$1,042,936
1995	\$1,206,974
1996	\$1,410,627
1997	\$1,561,487
1998	\$1,806,833
1999	\$2,412,851
2000	\$2,646,328
2001	\$3,287,985
2002	\$3,624,789
2003	\$3,695,913
2004	\$3,757,658
2005	\$3,689,180
2006	\$3,981,695
2007	\$4,216,831
2008	\$4,016,425
2009	\$3,391,731
2010	\$3,649,036
2011	\$3,557,150
2012	\$3,387,232
2013	\$3,457,536
2014	\$3,496,881
2015	\$3,691,877
2016	\$3,844,192
2017	\$3,803,758
2018	\$3,970,589
2019	\$3,873,403
2020	\$2,081,518
2021*	\$2,100,000



\*Estimated

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**PRESERVATION & RESTORATION FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Request
<b>PRESERVATION &amp; RESTORATION REVENUE</b>					
203-0000-3350800	State Shared Revenues / Preservation	3,873,403	3,931,500	2,081,518	2,100,000
203-0000-3610100	Revenue / Int Income On Investments	116,226	30,000	47,666	25,000
203-0000-3611000	Sale Of Plots	0	0	300	0
203-0000-3950100	Transfer In / General Fund	5,300,000	4,500,000	3,000,000	0
<b>TOTAL PRESERVATION &amp; RESTORATION REVENUE</b>		<b>9,289,629</b>	<b>8,461,500</b>	<b>5,129,484</b>	<b>2,125,000</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**PRESERVATION & RESTORATION FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>PRESERVATION &amp; RESTORATION</b>					
203-0000-5025800	Preservation / Program Expenses	25,408	50,000	50,000	50,000
203-0000-5025801	Dory Hill Cemetery	4,000	6,000	2,000	5,000
203-0000-5025811	Gregory Street Historic Homes	206,957	0	32,236	0
203-0000-5025814	Gregory Street Plaza	1,766,773	0	14,000,000	0
203-0000-5025815	Bobtail Mine Retaining Wall	4,000	250,000	0	0
203-0000-5025816	Hidden Treasure Trailhead	2,357,350	0	800,000	250,000
203-0000-5025817	Program Expenses / Maryland Mountain Improvements	90,856	0	5,031	0
203-0000-5025821	Program Expenses / Street Lights	7,923	75,000	35,000	35,000
203-0000-5025831	Program Expenses / 201 Chase St.	0	60,000	0	60,000
203-0000-5025834	Program Expenses / 410 Gregory St. - Lace House	0	200,000	90,000	0
203-0000-5025838	Program Expenses / Underground Utilities	113,184	450,000	0	0
203-0000-5025840	Program Expenses / Police Building	31,354	350,000	300,000	0
203-0000-5025841	Program Expenses / City Hall Annex	18,421	15,000	3,500	10,000
203-0000-5025842	Program Expenses / City Hall Building	1,339	60,000	2,000	10,000
203-0000-5025843	Program Expenses / Mountain City	97,543	200,000	100,000	30,000
203-0000-5025846	Program Expenses / 221 Gregory-Lucky Star	0	3,000,000	3,000	0
203-0000-5025851	Program Expenses / Crooks Palace Rehab	0	80,000	25,000	10,000
203-0000-5025858	Program Expenses/331 Gregory Rocky Mtn Free	0	600,000	0	10,000
203-0000-5025861	Program Expenses / Refundable Tax Sb232 Grnt	8,813	0	0	0
203-0000-5025864	Program Expenses / Historic Artifacts	16,000	150,000	2,000	8,000
203-0000-5025867	Program Expenses / Committee Mtg/Training	1,410	8,100	3,000	5,000
203-0000-5027102	Land / Land Purchase	10,352	0	9,379	0
203-0000-5029501	Transfers/Admin Overhead Allocation	110,000	110,000	110,000	110,000
<b>TOTAL PRESERVATION &amp; RESTORATION</b>		<b>4,871,685</b>	<b>5,664,100</b>	<b>15,572,146</b>	<b>593,000</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**TRANSPORTATION DEVICE FEE TRUST FUND SUMMARY**

	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>BEGINNING FUND BALANCE</b>	127,479	115,146	115,146	169,835
<b>REVENUES</b>	626,948	814,580	468,720	665,624
<b>EXPENDITURES</b>	639,281	801,955	414,031	635,500
<b>NET INCREASE (DECREASE)</b>	(12,333)	12,625	54,689	30,124
<b>ENDING FUND BALANCE</b>	115,146	127,771	169,835	199,959
<b>RESERVED FOR CAPITAL REPLACEMENT</b>	(150,000)	(187,500)	(187,500)	(187,500)
<b>UNASSIGNED FUND BALANCE</b>	(34,854)	(59,729)	(17,665)	12,459



**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**TRANSPORTATION DEVICE FEE FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Request
<b>TRANSPORTATION DEVICE FEE REVENUE</b>					
204-0000-3180100	Other Taxes / Device Fees	287,129	340,000	113,333	290,000
204-0000-3610100	Revenue / Int Income On Investments	1,621	1,500	785	1,000
204-0000-3610400	Grants	100,019	245,580	269,289	194,624
204-0000-3610800	Central City	238,179	227,500	85,313	180,000
<b>TOTAL TRANSPORTATION DEVICE FEE REVENUE</b>		626,948	814,580	468,720	665,624

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**TRANSPORTATION DEVICE FEE FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>TRANSPORTATION</b>					
204-4801-4813319	Consultants	15,050	30,000	15,000	25,000
204-4801-4814101	Utilities	10,050	11,000	10,000	12,000
204-4801-4814518	Bus Stop Maintenance-Black Hawk Only	13,673	20,000	10,000	10,000
204-4801-4814701	Bus Parts	57,755	45,000	10,000	45,000
204-4801-4814703	Fuel & Oil	35,587	44,000	12,000	45,000
204-4801-4815403	Publications-Marketing	173	2,000	0	4,000
204-4801-4815501	Memberships	959	1,000	1,500	1,500
204-4801-4815810	Contract Bus Service	307,290	320,000	120,000	330,000
204-4801-4817401	Capital Replacement	0	170,000	169,300	0
204-9500-4919500	City Overhead - Transfers Out	21,000	22,050	9,188	23,000
204-9500-4919502	Fleet Labor - Transfers Out	177,742	136,905	57,044	140,000
<b>TOTAL TRANSPORTATION</b>		639,281	801,955	414,031	635,500

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**CAPITAL PROJECTS FUND SUMMARY**

	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>BEGINNING FUND BALANCE</b>	9,928,030	7,171,376	7,171,376	1,600,209
<b>REVENUES</b>	109,008	25,000	15,317	1,500,000
<b>EXPENDITURES</b>	2,865,662	6,038,000	5,586,484	3,090,500
<b>NET INCREASE (DECREASE)</b>	(2,756,654)	(6,013,000)	(5,571,167)	(1,590,500)
<b>ENDING FUND BALANCE</b>	7,171,376	1,158,376	1,600,209	9,709

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**CAPITAL PROJECTS FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Request
<b>CAPITAL PROJECTS REVENUE</b>					
305-0000-3610100	Revenue / Int Income On Investments	109,008	25,000	15,317	0
305-0000-3950100	Transfer In / General Fund	0	0	0	1,500,000
<b>TOTAL CAPITAL PROJECTS REVENUE</b>		109,008	25,000	15,317	1,500,000

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**CAPITAL PROJECTS FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>CAPITAL PROJECTS</b>					
305-3101-4317102	Land / Purchase	155,368	0	125,000	0
305-3101-4317506	Police Parking Structure	269	0	0	0
305-3101-4317513	Gregory St. Parking Structure	1,146	0	0	100,000
305-3101-4317514	Construction In Progress/Gregory St Redevelopment	238	0	0	0
305-3101-4317515	Maryland Mountain Improvements	121,038	0	350,000	0
305-3101-4317517	Hwy 119 Enhancements	0	250,000	0	0
305-3101-4317520	Construction In Progress / Clear Creek St Improvme	44,000	50,000	58,500	0
305-3101-4317541	Patrol Vehicles	95,878	120,000	0	0
305-3101-4317546	Street Overlay Project	4,880	600,000	100,000	200,000
305-3101-4317548	Public Works Capital Equipment	188,001	40,000	28,502	0
305-3101-4317558	Fire House Improvements	335,782	0	0	0
305-3101-4317559	Fire Dept Equipment	85,729	78,000	250,000	10,500
305-3101-4317561	Bobtail & Gregory Sculpt & Stain Shotcrete	1,530,495	0	0	0
305-3101-4317562	Bobtail St. Rail & Slab	302,839	0	590,000	0
305-3101-4317563	800 MHz Radios - Fire	0	0	52,000	0
305-3101-4317564	800 MHz Radios - Police	0	0	25,000	0
305-3101-4317565	800 MHz Radios - Public Works	0	0	73,000	0
305-3101-4317569	High St Retaining Fence	0	100,000	0	0
305-3101-4317570	Residential Home Rehab Program	0	1,000,000	0	0
305-3101-4317571	Miners Mesa Improvements	0	0	131,482	2,780,000
305-3101-4317572	Lake Gulch Road Improvements	0	0	3,000	0
305-3101-4319500	Transfer to General Fund	0	3,800,000	3,800,000	0
<b>TOTAL CAPITAL PROJECTS</b>		<b>2,865,662</b>	<b>6,038,000</b>	<b>5,586,484</b>	<b>3,090,500</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**DEBT SERVICE FUND SUMMARY**

	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>BEGINNING FUND BALANCE</b>	2,369,237	2,193,746	2,193,746	1,914,883
<b>REVENUES</b>	2,674,266	2,610,000	2,563,517	2,668,000
<b>EXPENDITURES</b>	2,849,757	2,842,380	2,842,380	2,842,877
<b>NET INCREASE (DECREASE)</b>	(175,491)	(232,380)	(278,863)	(174,877)
<b>ENDING FUND BALANCE</b>	2,193,746	1,961,366	1,914,883	1,740,006

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**DEBT SERVICE FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Request
<b>DEBT SERVICE REVENUE</b>					
401-0000-3610100	Revenue / Int Income On Investments	63,567	60,000	13,517	10,000
401-0000-3950100	Transfer In / General Fund	2,610,699	2,550,000	2,550,000	2,658,000
<b>TOTAL DEBT SERVICE REVENUE</b>		2,674,266	2,610,000	2,563,517	2,668,000

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**DEBT SERVICE FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>DEBT SERVICE</b>					
401-0000-4718112	2013 Bond Principal	445,000	465,000	465,000	485,000
401-0000-4718113	2014A Bond Principal	445,000	460,000	460,000	480,000
401-0000-4718115	2016 Bond Principal	1,125,000	1,145,000	1,145,000	1,170,000
401-0000-4718212	2013 Bond Interest	376,343	357,786	357,786	338,396
401-0000-4718213	2014A Bond Interest	381,546	362,722	362,722	343,265
401-0000-4718215	2016 Bond Interest	76,869	51,872	51,872	26,216
<b>TOTAL DEBT SERVICE</b>		2,849,757	2,842,380	2,842,380	2,842,877



City of Black Hawk, Colorado													
Debt Map													
As of December 31, 2020													
Year	Series 2016 Tax Exempt Refunding Refund 2006				Series 2013 Tax Exempt				Series 2014A Tax Exempt				Total Annual Debt Service
	Principal	Rate	Interest	Total	Principal	Rate	Interest	Total	Principal	Rate	Interest	Total	
2021	1,170,000	2.210%	26,216	1,196,216	485,000	4.170%	338,396	823,396	480,000	4.230%	343,265	823,265	2,842,877
2022					505,000	4.170%	318,171	823,171	500,000	4.230%	322,960	822,960	1,646,131
2023					525,000	4.170%	297,113	822,113	520,000	4.230%	301,811	821,811	1,643,924
2024					545,000	4.170%	275,220	820,220	545,000	4.230%	279,814	824,814	1,645,034
2025					570,000	4.170%	252,494	822,494	565,000	4.230%	256,761	821,761	1,644,255
2026					590,000	4.170%	228,725	818,725	595,000	4.230%	232,862	827,862	1,646,587
2027					615,000	4.170%	204,122	819,122	620,000	4.230%	207,693	827,693	1,646,815
2028					645,000	4.170%	178,476	823,476	640,000	4.230%	181,467	821,467	1,644,943
2029					670,000	4.170%	151,580	821,580	670,000	4.230%	154,395	824,395	1,645,975
2030					695,000	4.170%	123,641	818,641	700,000	4.230%	126,054	826,054	1,644,695
2031					725,000	4.170%	94,659	819,659	730,000	4.230%	96,444	826,444	1,646,103
2032					755,000	4.170%	64,427	819,427	760,000	4.230%	65,565	825,565	1,644,992
2033					790,000	4.170%	32,943	822,943	790,000	4.230%	33,417	823,417	1,646,360
TOTAL	1,170,000		26,216	1,196,216	8,115,000		2,559,963	10,674,963	8,115,000		2,602,508	10,717,508	22,588,687
Reserve Fund = Smallest of 125% Average Annual Debt Service (AADS), Maximum Annual Debt Service (MADS) or 10% of Outstanding Principal													
												AADS	1,737,591
												125% of AADS	2,171,989
												MADS	2,842,877
												10% Principal	1,740,000
Debt Service Reserve Fund Requirement													1,740,000

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**WATER FUND SUMMARY**

	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>BEGINNING WORKING CAPITAL</b>	6,125,989	6,201,204	6,201,204	5,716,574
<b>REVENUES</b>	2,648,592	3,367,000	2,491,374	3,030,000
<b>ADMINISTRATION</b>	934,446	1,993,956	1,766,961	1,706,837
<b>OPERATIONS</b>	1,638,931	2,312,568	1,209,043	1,973,815
<b>EXPENDITURES</b>	2,573,377	4,306,524	2,976,004	3,680,652
<b>NET INCREASE (DECREASE)</b>	75,215	(939,524)	(484,630)	(650,652)
<b>ENDING WORKING CAPITAL</b>	6,201,204	5,261,680	5,716,574	5,065,922

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**WATER FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Request
<b>WATER REVENUE</b>					
501-0000-3430100	User Fees / Water Billed	2,544,961	3,300,000	2,442,000	3,000,000
501-0000-3430200	User Fees / Bulk Water Sales	20,032	2,000	17,838	5,000
501-0000-3610100	Revenue / Int Income On Investments	79,996	65,000	31,536	25,000
501-0000-3610900	Revenue / Other	3,603	0	0	0
<b>TOTAL WATER REVENUE</b>		2,648,592	3,367,000	2,491,374	3,030,000

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**WATER FUND**

<b>WATER FUND</b>	<b>2019 Year-End Actual</b>	<b>2020 Amended Budget</b>	<b>2020 Year-End Estimate</b>	<b>2021 Proposed Budget</b>
<b>STAFFING PLAN</b>				
Water Manager	1.00	1.00	1.00	1.00
Utility Operators	7.00	7.00	6.00	6.00
Water Superintendent	1.00	1.00	1.00	1.00
<b>TOTAL STAFF</b>	<b>9.00</b>	<b>9.00</b>	<b>8.00</b>	<b>8.00</b>
<b>EXPENDITURES BY TYPE</b>				
Personnel	957,425	964,724	889,504	900,602
Professional Services	429,809	598,500	343,000	448,500
General Services	450,475	1,142,050	500,300	617,850
Program Expenses	0	0	0	0
Supplies	58,458	90,250	69,300	108,200
Capital Outlay	677,210	761,000	423,900	855,500
Debt Service	0	0	0	0
Transfers	0	750,000	750,000	750,000
<b>WATER FUND</b>	<b>2,573,377</b>	<b>4,306,524</b>	<b>2,976,004</b>	<b>3,680,652</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**WATER FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>WATER - ADMINISTRATION</b>					
501-3150-4601201	Regular Salaries/Wages / Full-Time	128,728	131,487	131,268	140,062
501-3150-4602100	Water / Group Health Insurance	16,827	18,043	16,130	20,320
501-3150-4602200	Water / Social Security	9,978	9,412	9,947	10,031
501-3150-4602301	Retirement / 401A	7,165	7,382	7,369	7,868
501-3150-4602500	Water / Unemployment Compensation	387	369	385	393
501-3150-4602600	Water / Workers Compensation	1,491	1,513	1,162	1,613
501-3150-4603304	Professional Services / Software/Hardware Support	18,429	60,000	35,000	75,000
501-3150-4603308	Professional Services / Engineering	33,167	150,000	10,000	35,000
501-3150-4603310	Professional Services / Water Testing	24,580	38,500	28,000	38,500
501-3150-4603311	Professional Services / Water Rights/Legal	57,323	100,000	70,000	100,000
501-3150-4603319	Professional Services / Other (Consultants)	19,389	50,000	0	0
501-3150-4603321	Professional Services/Water Right-Engineering/Acct	276,921	200,000	200,000	200,000
501-3150-4604101	Utilities / Gas & Electric	151,020	200,000	165,000	165,000
501-3150-4604102	Utilities / Sewer	1,894	3,000	1,900	3,000
501-3150-4604103	Utilities / Wtr Leases Coors/Consolid	33,619	65,000	65,000	65,000
501-3150-4604104	Utilities / Monitoring/Usgrs	19,267	25,000	20,000	20,000
501-3150-4604506	Repairs & Maintenance / Equipment Maintenance	22,858	40,000	25,000	20,000
501-3150-4604515	Repairs & Maintenance / Security System Maint	7,029	10,000	8,000	10,000
501-3150-4605058	Other Purchased Services / Travel & Training	1,873	6,500	1,500	5,000
501-3150-4605101	Insurance / Liability	8,549	9,000	9,000	10,000
501-3150-4605200	Water / Printing And Binding	403	1,000	500	600
501-3150-4605301	Communications / Telephone	1,050	2,000	1,200	1,500
501-3150-4605501	Dues, & Membership / Memberships	6,301	10,000	6,300	10,000
501-3150-4605502	Dues, & Membership / Subscriptions	74	250	100	250
501-3150-4606101	General Supplies / Office	4,879	7,500	5,000	6,000
501-3150-4606107	General Supplies / Books	453	500	500	500
501-3150-4606110	General Supplies / Small Equipment	242	1,500	800	1,200
501-3150-4607401	System Improvements / Machinery & Equipment	77,352	80,000	0	0
501-3150-4607403	System Improvements / Furniture And Fixtures	73	6,000	6,000	0
501-3150-4607404	System Improvements / Computers And Software	3,126	10,000	2,000	10,000
501-3150-XXXXXXX	Tap Fee Refunds	0	0	189,900	0
501-3150-4609500	Transfers to General Fund	0	750,000	750,000	750,000
<b>TOTAL WATER - ADMINISTRATION</b>		<b>934,446</b>	<b>1,993,956</b>	<b>1,766,961</b>	<b>1,706,837</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**WATER FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>WATER - OPERATIONS</b>					
501-3151-4601201	Regular Salaries/Wages / Full-Time	605,494	588,565	549,364	516,178
501-3151-4601400	Water / Overtime	7,830	10,000	4,000	10,000
501-3151-4602100	Water / Group Health Insurance	97,232	106,828	85,892	114,022
501-3151-4602200	Water / Social Security	46,071	42,610	41,701	37,462
501-3151-4602301	Retirement / 401A	32,106	33,420	30,342	29,382
501-3151-4602500	Water / Unemployment Compensation	1,802	1,671	1,630	1,469
501-3151-4602600	Water / Workers Compensation	2,314	13,424	10,314	11,802
501-3151-4604501	Repairs & Maintenance / Spring Line	3,573	100,000	1,000	5,000
501-3151-4604502	Repairs & Maintenance / Pump Station	10,007	70,000	12,000	20,000
501-3151-4604503	Repairs & Maintenance / Tools	546	5,000	800	3,000
501-3151-4604504	Repairs & Maintenance / Plant	68,720	250,000	65,000	150,000
501-3151-4604505	Repairs & Maintenance / Distribution	89,178	300,000	95,000	100,000
501-3151-4604506	Equipment Maintenance/HV Pipeline	4,125	15,000	5,000	5,000
501-3151-4604701	Vehicle Operation & Maint / Vehicle Maintenance	7,956	6,500	6,500	8,000
501-3151-4604703	Vehicle Operation & Maint / Gas And Oil	7,952	8,000	6,500	8,000
501-3151-4604705	Vehicle Operation & Maint / Small Equip Rental	0	2,000	0	2,000
501-3151-4604800	Water / Green Lake Operations	3,545	12,000	4,000	5,000
501-3151-4604900	Water / Georgetown Lake Operation	938	1,800	1,000	1,500
501-3151-4606206	Operating Supplies / Uniforms	4,513	7,000	5,000	7,000
501-3151-4606239	Operating Supplies / Chemicals	47,908	55,000	40,000	57,500
501-3151-4606246	Operating Supplies / Sludge Disposal	463	18,750	18,000	36,000
501-3151-4607411	System Improvements / Water Tank	0	200,000	0	100,000
501-3151-4607418	System Improvements / EIS & EA	10,017	30,000	25,750	45,000
501-3151-4607422	System Improvements / Water Capital Projects	559,727	200,000	100,000	375,000
501-3151-4607428	System Improvements / Green Lake Seepage Flume	1,014	20,000	0	500
501-3151-4607429	Green Lake Pipeline	24,402	200,000	100,000	250,000
501-3151-4607430	Church Ditch Aug Station	1,498	15,000	250	75,000
<b>TOTAL WATER - OPERATIONS</b>		<b>1,638,931</b>	<b>2,312,568</b>	<b>1,209,043</b>	<b>1,973,815</b>

**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**CONSERVATION TRUST FUND SUMMARY**

	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>BEGINNING FUND BALANCE</b>	29,913	31,914	31,914	33,210
<b>REVENUES</b>	2,001	1,825	1,296	1,450
<b>EXPENDITURES</b>	0	0	0	0
<b>NET INCREASE (DECREASE)</b>	2,001	1,825	1,296	1,450
<b>ENDING FUND BALANCE</b>	31,914	33,739	33,210	34,660

**CITY OF BLACK HAWK  
2021 BUDGET  
CONSERVATION TRUST FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Request
<b>CONSERVATION TRUST REVENUE</b>					
703-0000-3350700	State Shared Revenues / Lottery Proceeds	1,604	1,500	1,112	1,300
703-0000-3610100	Revenue / Int Income On Investments	397	325	184	150
<b>TOTAL CONSERVATION TRUST REVENUE</b>		<b>2,001</b>	<b>1,825</b>	<b>1,296</b>	<b>1,450</b>



**CITY OF BLACK HAWK**  
**2021 BUDGET**  
**CONSERVATION TRUST FUND**

Account Number	Account Description	2019 Year-End Actual	2020 Amended Budget	2020 Year-End Estimate	2021 Proposed Budget
<b>CONSERVATION TRUST</b>					
703-0000-4500100	Parks & Recreation / Improvements	0	0	0	0
<b>TOTAL CONSERVATION TRUST</b>		0	0	0	0

**COUNCIL BILL 31  
ORDINANCE 2020-31  
AN ORDINANCE LEVYING  
GENERAL PROPERTY  
TAXES FOR THE YEAR  
2020 TO HELP DEFRAID  
THE COSTS OF  
GOVERNMENT FOR THE  
CITY OF BLACK HAWK,  
COLORADO FOR THE 2021  
BUDGET YEAR**

**STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK**

**COUNCIL BILL: CB31**

**ORDINANCE NUMBER: 2020-31**

**TITLE: AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE  
YEAR 2020 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE  
CITY OF BLACK HAWK, COLORADO FOR THE 2021 BUDGET YEAR.**

WHEREAS, the Board of Aldermen of the City of Black Hawk has adopted the annual budget in accordance with the Local Government Budget Law on December 9, 2020:

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$11,412; and

WHEREAS, the 2020 valuation for assessment for the City of Black Hawk, as certified by the Gilpin County Assessor, is \$317,003,620.

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

Section 1. For the purpose of meeting all general operating expenses of the City of Black Hawk during the 2021 budget year, there is levied a tax of .0360 mills upon each dollar of the total valuation for assessment of all taxable property within the City of Black Hawk for the year 2020.

Section 2. That the City Clerk is hereby authorized and directed to immediately certify to the County Commissioners of the County of Gilpin, Colorado the mill levy for the City of Black Hawk, Colorado as herein above determined and set.

Section 3. 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 4. 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 5. Effective Date. The City Clerk is directed to post this Ordinance as required by City Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9<sup>th</sup> day of December, 2020.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

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**SUBJECT:** 2020 General Property Tax Mill Levy.

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

**MOTION TO APPROVE:** Ordinance 2020-31, an Ordinance levying the General Property Taxes for the Year 2020 to help defray the costs of Government for the City of Black Hawk, Colorado for the 2021 budget year.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** This ordinance sets the City's property tax mill levy at .036 mills for 2020, to be collected in 2021.

**AGENDA DATE:** December 9, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

**STAFF PERSON RESPONSIBLE:** Lance Hillis, Finance Director

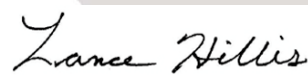
**DOCUMENTS ATTACHED:** Ordinance

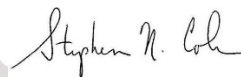
**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**SUBMITTED BY:**

**REVIEWED BY:**





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Lance Hillis, Finance Director

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Stephen N. Cole, City Manager

**COUNCIL BILL 32  
ORDINANCE 2020-32  
AN ORDINANCE  
APPROVING THE  
AMENDMENT TO THE  
INTERGOVERNMENTAL  
GRANT AGREEMENT  
BETWEEN THE STATE OF  
COLORADO DEPARTMENT  
OF TRANSPORTATION,  
DIVISION OF TRANSIT  
AND RAIL AND THE CITY  
OF BLACK HAWK dba  
BLACK HAWK AND  
CENTRAL CITY  
TRAMWAY**

**STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK**

**COUNCIL BILL NUMBER: CB32**

**ORDINANCE NUMBER: 2020-32**

**TITLE: AN ORDINANCE APPROVING THE AMENDMENT TO THE INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL AND THE CITY OF BLACK HAWK dba BLACK HAWK AND CENTRAL CITY TRAMWAY**

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

Section 1. The City Council hereby approves the Amendment to the Intergovernmental Grant Agreement between the State of Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway, 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 9<sup>th</sup> day of December, 2020.

---

David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk



# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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### **SUBJECT:**

Approve Council Bill 32, an Ordinance ratifying the authorization for the City Manager to execute the CARES Act Grant Amendment between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway in an amount Not to Exceed \$190,093.00.

### **RECOMMENDATION:**

If City Council chooses to approve Council Bill 32, the recommended motion is as follows: "Approve Council Bill 32, an Ordinance approving the amendment to the Intergovernmental Grant Agreement between the State of Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway.

### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City was successful in receiving a grant from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Distribution from CDOT was based on previously awarded 5311 grant funding. This grant allows reimbursement of transit related expenses related to the coronavirus and requires no local match. This grant allows reimbursement retroactive to January 20, 2020. This Amendment adds the phase II grant award of \$81,740 and extends the time to utilize the funds until December 31, 2021.

We will be able to submit reimbursement requests for all cleaning, maintenance and fuel for the transit service as well as any startup costs once the service resumes.

### **FUNDING SOURCE:**

**WORKSHOP DATE:** December 9, 2020

**ORIGINATED BY:** Thomas Isbester

**STAFF PERSON RESPONSIBLE:** same

**PROJECT COMPLETION DATE:** December 31, 2021

**DOCUMENTS ATTACHED:** Grant Amendment

**CITY ATTORNEY REVIEW:** [ ] Yes [ ] No [ ] N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

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Thomas Isbester, Public Works Director

**REVIEWED BY:**

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Stephen N. Cole, City Manager



**STATE OF COLORADO AMENDMENT (1)****SIGNATURE AND COVER PAGE**

<b>State Agency</b> Department of Transportation	<b>Grant Amendment Number / PO Number</b> 20-HTR-ZL-03223-M0002 / 491002189
<b>Subrecipient</b> CITY OF BLACK HAWK	<b>Original Grant Agreement Number / PO Number</b> 20-HTR-ZL-03223 / 491002189
<b>Current Subaward Agreement Amount</b>	<b>Grant Agreement Performance Beginning Date</b> May 28, 2020
<b>Federal Funds</b> Maximum Amount (100%) \$190,093.00	<b>Amended Agreement Expiration Date</b> December 31, 2021
<b>Local Funds</b> Local Match Amount (0%) \$0.00	<b>Amended Fund Expenditure End Date</b> December 31, 2021
<b>Agreement Total</b> \$190,093.00	

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p align="center"><b>SUBRECIPIENT</b> CITY OF BLACK HAWK</p> <p align="center"><i>Stephen Cole</i></p> <p align="center">By: <u>Stephen Cole</u></p> <p>Date: <u>11/12/2020</u></p>	<p align="center"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Transportation Shoshana M. Lew, Executive Director</p> <p>By: <u>David Krutsinger</u> Shoshana M. Lew, CDOT Executive Director</p> <p align="center"><i>David Krutsinger</i></p> <p><b>Signature*</b></p> <p>Signatory avers to the State Controller or delegate that, except as specified herein, Subrecipient has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: <u>11/12/2020</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: *Loni Copelano*  
Department of Transportation

Effective Date: 11/12/2020

**1) PARTIES**

This Amendment (the “Amendment”) to the Original Grant shown on the Signature and Cover Page for this Amendment (the “Grant”) is entered into by and between the Subrecipient, and the State.

**2) TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Grant shall be construed and interpreted in accordance with the Grant.

**3) EFFECTIVE DATE AND ENFORCEABILITY****A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Grant contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Grant.

**4) PURPOSE**

The purpose for this Amendment is to add CARES Act Phase 2 funds, extend the agreement, and revise Exhibit A - Statement of Work and Budget as described in Section 5.

**5) MODIFICATIONS**

The Subaward and all prior amendments thereto, if any, are modified as follows:

A. The Subaward Agreement Amount on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Current Subaward Agreement Amount shown on the Signature and Cover Page for this Amendment.

B. The Initial Agreement Expiration Date on the Grant Agreement’s Cover Page is hereby deleted and replaced with the Amended Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Fund Expenditure End Date on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Amended Fund Expenditure End Date shown on the Signature and Cover Page for this Amendment.

D. Exhibit A is hereby deleted and replaced with Exhibit A.1.

E. All references to Exhibit A in the Subaward and any amendments are hereby deleted in its entirety and replaced with Exhibit A.1.

**6) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Grant, and the Grant and all prior amendments or other modifications to the Grant, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Grant, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Grant or any prior modification to the Grant, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Grant to the extent that this Amendment specifically modifies those Special Provisions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**EXHIBIT A.1 – STATEMENT OF WORK AND BUDGET**

EXHIBIT A - STATEMENT OF WORK AND BUDGET									
Project Description*		2020 CARES Act 5311 A/O Award							
Federal Awarding Agency				Federal Transit Administration (FTA)					
Federal Regional Contact				Cindy Terwilliger					
Federal Award Date				To Be Determined					
Project End Date				December 31, 2021					
FAIN		To Be Determined		CFDA#		20.509			
CFDA Title		Formula Grants for Rural Areas Program							
Subrecipient		Black Hawk, City of		DUNS #		008384836			
Contact Name		Tom Isbester		Vendor #		2000406			
Address		987 Miners Mesa Road Black Hawk, CO 80422-0068		Phone #		(303) 582-1324			
Email		tisbester@cityofblackhawk.org		Indirect Rate		N/A			
Total Project Budget							\$190,093.00		
Budget		WBS**		ALI	Federal Funds		Local Funds	Total	
Administrative (Phase 1)		20-11-5CARE.BHWK.620		11.79.00	100%	\$15,000.00	0%	\$0.00	\$15,000.00
Operating (Phase 1)		20-11-4CARE.BHWK.300		30.09.08	100%	\$93,353.00	0%	\$0.00	\$93,353.00
Operating (Phase 2)		20-11-4CARE.BHWK.300		30.09.08	100%	\$81,740.00	0%	\$0.00	\$81,740.00
Total Project Amount Encumbered via this Subaward Agreement							\$190,093.00		

\*This is not a research and development grant.

\*\*The WBS numbers may be replaced without changing the amount of the subaward at CDOT's discretion.

**A. Project Description**

City of Black Hawk shall maintain the existence of public transportation services through the following goals:

1. Support transit operations to prevent, prepare for, and respond to COVID-19 (see Section D for more details);
2. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
3. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);
4. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
5. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

This funding is provided to support the services described above for calendar year 2020 and 2021 (January 20 – December 31).

**B. Performance Standards**

## 1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Reimbursement Request in COTRAMS	Monthly
Submit Final Reimbursement Request in COTRAMS	12/30/2021
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Subaward Agreement: <b>December 31, 2021.</b>	

2. Performance will be reviewed throughout the duration of this Subaward Agreement. City of Black Hawk shall report to the CDOT Project Manager whenever one or more of the following occurs:
- Budget or schedule changes;
  - Scheduled milestone or completion dates are not met;
  - Identification of problem areas and how the problems will be resolved; and/or
  - Expected impacts and the efforts to recover from delays.

**C. Project Budget**

- The Total Project Budget is \$190,093.00. CDOT will pay 100% of the eligible, actual administrative costs, up to the maximum amount of \$15,000.00, and 100% of the eligible, actual operating costs, up to the maximum amount of \$175,093.00. CDOT will retain any remaining balance of the federal share of CARES Act FTA-5311 Funds. City of Black Hawk shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$15,000.00 (100%) for administrative costs and \$175,093.00 (100%) for operating costs, will be encumbered for this Subaward Agreement.
- No refund or reduction of the amount of City of Black Hawk's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
- Per the terms of this Subaward Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this Project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. City of Black Hawk shall initiate and prosecute to completion all actions necessary to enable City of Black Hawk to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

**D. Allowable Costs**

- City of Black Hawk shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475; FTA C 5010.1E Chapter VI: Financial Management; Master Agreement, Section 6 "Non-Federal Share;" and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.
- City of Black Hawk's operating expenses (net fare revenue) are eligible beginning January 20, 2020. Those costs include 1) paying administrative leave of operations personnel due to reductions in services or quarantine; 2) paratransit service operating expenses; 3) Charter service in response to the COVID-19 emergency (up to 45 days without a waiver); 4) items having a useful life of less than one year, including personal protective equipment and cleaning supplies; 5) Operating expenses related to the response to COVID-19; 6) Operating expenses related to the pandemic preparedness; and 7) costs directly related to system operations. City of Black Hawk at a minimum, should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.

3. If City of Black Hawk elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing. Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.
4. If City of Black Hawk has already submitted invoices through its 2020 and 2021 normal 5311 grant agreement, then these expenses are no longer eligible for CARES Act funds.

#### **E. Reimbursement Eligibility**

1. City of Black Hawk must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance (January 20 – December 31) of this Subaward Agreement.
2. Reimbursement requests must be within the limits of Section D., Allowable Costs, of this Subaward Agreement. City of Black Hawk will be reimbursed based on the ratio of Federal Funds share and Local Funds share set forth in the Project Budget above.
3. City of Black Hawk must submit the final invoice within sixty (60) calendar days of December 31, 2021, and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) days of issuance of the final reimbursement payment.

#### **F. Training**

In an effort to enhance transit safety, City of Black Hawk and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Black Hawk shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

#### **G. Restrictions on Lobbying**

City of Black Hawk is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

#### **H. Special Conditions**

1. City of Black Hawk will comply with all requirements imposed by CDOT on City of Black Hawk so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. City of Black Hawk agrees that if it receives federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to CDOT, and reimburse CDOT for any federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.
3. City of Black Hawk must permit CDOT and their auditors to have access to City of Black Hawk's records and financial statements as necessary, with reasonable advance notice.
4. Record retention shall adhere to the requirements outlined in 2 CFR 200.333 and FTA C 5010.1E.
5. City of Black Hawk cannot request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).

6. City of Black Hawk must obtain prior CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
7. If receiving FTA 5311 funding, City of Black Hawk shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.
8. If receiving FTA 5311 funding, City of Black Hawk shall maintain and report annually all information required by NTD and any other financial, fleet, or service data.
9. If receiving FTA 5311 or 5339 funding, City of Black Hawk will ensure subcontractors and subrecipients comply with FTA Drug and Alcohol Regulations.
10. City of Black Hawk will comply with the Federal Transit Administration (FTA) Drug and Alcohol Regulations, to include on time submission to FTA's Drug and Alcohol Management Information System (DAMIS).
11. City of Black Hawk shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
12. City of Black Hawk shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
13. City of Black Hawk will provide transportation services to persons with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
14. City of Black Hawk shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA Subrecipients.
15. City of Black Hawk shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Black Hawk shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
16. City of Black Hawk shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.
17. City of Black Hawk shall update its Agency Profile in COTRAMS with any alterations to existing construction or any new construction in accordance with FTA Circular 4710.1.
18. If applicable, City of Black Hawk will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d).
19. City of Black Hawk shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR part 26 and CDOT's DBE program.

**COUNCIL BILL 33  
ORDINANCE 2020-33  
AN ORDINANCE  
APPROVING THE  
INTERGOVERNMENTAL  
AGREEMENT BETWEEN  
THE CITY OF BLACK  
HAWK AND THE GILPIN  
AMBULANCE AUTHORITY  
REGARDING  
MAINTENANCE OF THE  
AUTHORITY'S  
AMBULANCES**

**STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK**

**COUNCIL BILL NUMBER: CB33**

**ORDINANCE NUMBER: 2020-33**

**TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE GILPIN AMBULANCE AUTHORITY REGARDING MAINTENANCE OF THE AUTHORITY'S AMBULANCES**

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

Section 1. The Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority, 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 9<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk





**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

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**SUBJECT:** Approve Council Bill 33-2020, an Ordinance Authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding fleet maintenance services for 2021.

**RECOMMENDATION:**

If City Council chooses to approve Council Bill 33-2020, an Ordinance authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority, the recommended motion is as follows: "Approve Council Bill 33-2020, an Ordinance approving the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding maintenance of the Authority's ambulances."

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City provides fleet maintenance for the Gilpin Ambulance Authority. The Authority utilizes the City Fleet Maintenance Department for all of their routine service as it is convenient and cost effective. An informal survey of in town shops was conducted to verify our hourly rate was extremely competitive. The Fleet rate is set at \$110/hour billed in full one hour increments. All parts are invoiced to the Authority at cost.

**FUNDING SOURCE:** 010-3103-431-47-12 Gilpin Ambulance Repairs

**WORKSHOP DATE:** December 9, 2020

**ORIGINATED BY:** Tom Isbester

**STAFF PERSON RESPONSIBLE:** Tom Isbester/Steve Jackson

**PROJECT COMPLETION DATE:** December 31, 2021

**DOCUMENTS ATTACHED:** IGA

**CITY ATTORNEY REVIEW:** [ ] Yes [ ] No [ ] N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

---

Thomas Isbester, Public Works Director

**REVIEWED BY:**

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Stephen N. Cole, City Manager

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF BLACK HAWK, a home rule municipality of the State of Colorado ("Black Hawk"), and Gilpin Ambulance Authority, a body corporate and politic of the State of Colorado (the " Authority").

### W I T N E S S E T H

WHEREAS, the Authority desires to have maintenance service available from Black Hawk to assist in providing ambulance maintenance services;

WHEREAS, Black Hawk has a maintenance facility (the "Shop"), and has a staff of mechanics to provide maintenance services for Black Hawk vehicles; and

WHEREAS, Black Hawk is willing to make the Shop and staff of mechanics available to the Authority to provide maintenance services for vehicles used by the Authority, all subject to the terms and conditions herein 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.     Scope of Work and Consideration.

a.     Black Hawk shall furnish all labor, materials, equipment and maintenance necessary to service the Authority's vehicles, as the same are identified by the Authority from time to time (the "Authority's Vehicles"). In consideration for servicing the Authority's Vehicles, the Authority shall pay Black Hawk at a rate of One Hundred Five Dollars (\$110.00) per hour billed in full one-hour increments for labor and associated administrative costs, plus reimbursement for the actual cost of parts.

b.     Black Hawk shall perform the basic service functions identified in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Maintenance Services"). The hours of operation of the staff of mechanics shall typically be Monday through Friday from 7:00 a.m. until 3:30 p.m., excluding City of Black Hawk holidays.

2.     Use of Personnel. Black Hawk shall employ a full-time staff of mechanics to provide vehicle maintenance services at the Shop. The staff of mechanics shall make themselves available, as needed, following maintenance of Black Hawk vehicles, for maintenance and repair of the Authority's vehicles as more particularly set forth in Section 4.c. of this Agreement.

3.     Personnel are Black Hawk Employees. The staff of mechanics shall at all times be Black Hawk employees. Black Hawk shall pay all insurance, worker's compensation, and other Black Hawk benefits to such employees. The staff of mechanic's shall be under the supervision and control of Black Hawk. The Authority shall report performance problems to the Public Works Director.

4. City Liaisons; Priority of Work.

a. The Authority and Black Hawk shall each establish one (1) person to be the liaison between the Authority and Black Hawk regarding the services required pursuant to Section 1 of this Agreement. The liaisons shall communicate directly with each other regarding necessary work pursuant to this Agreement. The Authority hereby identifies its liaison as its Executive Director. Black Hawk hereby identifies its liaison to be its Fleet Maintenance Supervisor.

b. The Authority shall be responsible for bringing the vehicle to Black Hawk's maintenance facility and picking the vehicle up from Black Hawk's facility when the Maintenance Services have been completed. The Authority's liaison shall further be responsible for making an appointment for service, which appointment shall include the work needed and the Authority's desired time frame for completion of the work. There is no guarantee that indoor storage of vehicles will be available or provided when the vehicles are delivered to Black Hawk's facility for maintenance. In the event the Black Hawk shop is unable to provide the indoor storage of vehicles, Black Hawk's liaison shall make reasonable efforts to notify the Authority's representative that indoor storage is not available. The Authority shall ensure that all items subject to freezing have been removed from the vehicle when it is delivered.

c. Black Hawk shall use its best efforts to complete work under this agreement in a timely manner. However, Black Hawk vehicles shall have priority over the Authority's Vehicles for which Maintenance Services are performed pursuant to this Agreement. Moreover, Black Hawk's liaison shall determine the priority of servicing all vehicles at his sole discretion. The Authority may identify if it deems work to be in the nature of an emergency, and Black Hawk shall use its best efforts to complete any such work as quickly as practicable under the circumstances.

d. For purposes of inventory control, Black Hawk shall be solely responsible for obtaining any necessary parts (including tires) to perform the Fleet Maintenance Services. The Authority shall not order any parts separately for Maintenance Services. All parts removed (including tires) shall remain the property of the City of Black Hawk and shall be disposed of in a manner consistent with other similar parts.

e. The Authority's liaison shall be responsible for notifying Black Hawk's liaison of any hazardous materials not evident from the nature of the services being provided pursuant to this Agreement, including, by way of example, blood, urine, or other materials not used in the standard functioning and maintenance of an ambulance.

5. Shop; Maintenance; Utilities. Black Hawk shall maintain the Shop and shall pay for such utilities (such as heat, power, and water) as may be required under such lease at no cost to the Authority. Black Hawk shall acquire and maintain all permits or approvals required for the Shop. Black Hawk shall handle hazardous materials and dispose of hazardous wastes from the Shop in compliance with applicable law.

6. Tools and Special Tools. Black Hawk shall provide all tools and equipment

needed for Maintenance Services for the Shop at Black Hawk's expense. The staff of mechanics may use such tools and equipment for maintenance of the Authority's Vehicles.

7. Extraordinary Maintenance. In the event maintenance services are required for the Authority's Vehicles that cannot be completed in the Shop by the staff of mechanics in the desired time frame either because they are not identified in Exhibit A, or due to other shop priorities the Authority and the City shall determine by mutual consent how best to provide such services outside the scope of this Agreement. The City liaison will make reasonable efforts to contact the Authority representative prior to sending the vehicle to an outside facility. In the event that maintenance of the Authority's vehicles results in unusual quantities, forms, or compositions of hazardous materials or wastes that may result in unusual costs for disposal or treatment, the City shall if practicable consult with the Authority prior to treatment or disposal. If Black Hawk incurs such costs on the Authority's behalf, the Authority shall pay such extraordinary costs to Black Hawk in the month following the month in which the cost is billed to the Authority by Black Hawk.

8. Date of Commencement. This Agreement shall commence on January 1, 2021.

9. Payment Schedule. Black Hawk shall provide the Authority with an invoice for payment on the fifth day of each month for the previous month's services, and the Authority shall remit the monthly fee within ten (10) business days thereafter, unless the Authority's regular monthly meeting occurs more than ten (10) business days after the date of the invoice, in which case the monthly fee shall be remitted within ten (10) business days after the Authority's regular monthly meeting, and approval by the Board.

10. Control. All services provided under this Agreement shall be governed by the ordinances of the City of Black Hawk, unless otherwise specified in this Agreement. Management of Black Hawk's employees shall rest exclusively with Black Hawk. Authority shall not attempt to directly or indirectly manage, discipline or direct employees of Black Hawk. In the event of substandard performance of an employee or agent of Black Hawk, Authority may demand forthwith correction of the problem.

11. Term and Renewal.

a. The term of this Agreement shall be through and until December 31, 2020.

b. The parties have the mutual option to renew this Agreement on the same terms and conditions for unlimited one-year terms.

12. Termination. This Agreement may be terminated without cause by either party for any reason by giving the other party written notice at least forty-five (45) days in advance of the termination date. If this Agreement is so terminated, Black Hawk will be paid for all services rendered up to the date of termination.

13. Compliance with Laws; No Warranty.

a. Black Hawk shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including procurement of required permits or certificates) in Black Hawk's performance hereunder, irrespective of whether a specification is furnished. This includes any applicable state or local law, rule or regulation affecting safety and health. If materials, services, or containers furnished are required to be constructed, packaged, labeled, or registered in a prescribed manner, Black Hawk shall comply with federal law and, in addition, with applicable state or local law.

b. No warranties are provided by Black Hawk pursuant to this Agreement. Black Hawk shall perform its services with care, skill, and diligence. However, the Authority specifically waives any claims it may have against Black Hawk, except claims arising out of gross negligence by Black Hawk, or its employees.

14. Indemnification. To the extent permitted by law, each party hereto agrees to indemnify, hold harmless and defend all other parties hereto, their agents, assigns, employees, officers, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of claims made by a third party and which are caused directly and solely by the Indemnifying Party or its personnel, regardless of where such claim arose. No party hereto shall be responsible for indemnifying the other party from and against willful and wanton misconduct arising hereunder.

15. Insurance.

a. Each party hereto agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to Section 14, above. More specifically, the parties hereto shall procure and maintain the minimum insurance coverage listed in subsection b. below. Such coverage shall be procured and maintained with forms and insurers acceptable to Black Hawk and the Authority. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the parties pursuant to Section 14, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

b. The parties hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage worker's compensation and, if applicable, emergency medical service professional liability with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall contain a severability of interests provision. The Authority's policy required by this Section 15 shall be endorsed to include the other's officers and employees as additional insured's. Every such policy required above shall be primary insurance. No additional insured endorsement to the policy required by this Section 15 shall contain any exclusion for bodily injury or property damage arising from completed operations.

c. The certificate of insurance provided by each party shall be completed by the other party as evidence that a policy or policies providing the required coverage, conditions, and minimum limits is in full force and effect, and shall be reviewed and approved by the other party. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the other party. The completed certificate of insurance shall be sent to:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422  
Attn: Director of Public Works

d. Failure on the part of either party to procure or maintain a policy or policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of agreement upon which the other party may immediately terminate this Agreement, or at its discretion, the non-breaching party may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the non-breaching party shall be repaid by the other upon demand.

e. Both parties reserve the right to request and receive a certified copy of any policy and any endorsement thereto.

f. Black Hawk and the Authority further understand and agree that Black Hawk and the Authority, their officers, and their employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.

16. Notices. Any notices or demand under which the terms of this agreement and under any statute must or may be given or made by the Black Hawk or Authority shall be in writing and shall be given or made by personal service, telegram, first class mail, or by certified or registered mail to the parties:

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

Gilpin Ambulance Authority  
P.O. Box 638  
Black Hawk, CO 80422

17. 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.

18. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

**CITY OF BLACK HAWK, COLORADO**

---

David D. Spellman, Mayor

ATTEST:

---

Melissa A. Greiner, City Clerk

**GILPIN AMBULANCE AUTHORITY**

---

Jim Johnson, President

ATTEST:

**EXHIBIT A**  
**TYPICAL FLEET MAINTENANCE SERVICE**

- 1) Lube, Oil and filter changes**
- 2) Tire repair and Tire replacement and balancing**
- 3) Brake repairs**
- 4) Tune-ups**
- 5) Replacement of belts and hoses**
- 6) Fuel injection cleaning**
- 7) Replacement of starters and alternators**
- 8) Minor exhaust repairs**
- 9) Head light, tail light, and emergency equipment repairs or replacement**
- 10) Cooling system repairs including water pumps, heater cores, radiators**
- 11) Suspension repairs, springs, struts, shocks, ball joints, tie rod ends, etc.**
- 12) Vehicle chassis electrical system**
- 13) Hydraulic repairs or replacements**
- 14) Radio repairs**
- 15) Welding and Machine work**
- 16) Bumpers, Front and rear replacements**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GYSIN & CO INSURANCE 27886 Meadow Dr Evergreen, CO 80439	<b>CONTACT NAME:</b> Jane McCartney <b>PHONE (A/C, No, Ext):</b> (303) 674-6688 <b>E-MAIL ADDRESS:</b> jane@gysinins.com <b>FAX (A/C, No):</b> (303) 670-1760																					
<b>INSURED</b> Gilpin Ambulance Authority P.O. BOX 638  BLACK HAWK, Co 80422	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>National Union Fire Insurance Company of Pittsburg</td><td></td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	National Union Fire Insurance Company of Pittsburg		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			VFNU-TR-0002152-00/000	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00
							MED EXP (Any one person) \$ 10,000.00
							PERSONAL & ADV INJURY \$ 1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000.00
							PRODUCTS - COMP/OP AGG \$ 3,000,000.00
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			VFNU-TR-0002152-00/000	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			VFNU-TR-0002152-00/000	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000.00
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 2,000,000.00
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF BLACKHAWK Attention CITY CLERK P O BOX 68 BLACKHAWK, Co 80422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jane McCartney</i>
--	--

ACORD 25 (2010/05)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : <b>Pinnacol Assurance</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :  <b>NAIC #</b> <b>41190</b>
<b>INSURED</b> Gilpin Ambulance Authority 495 Apex Valley Rd Black Hawk, CO 80422	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			4136451	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Unless otherwise stated in the policy provisions, coverage in Colorado only.

**CERTIFICATE HOLDER****CANCELLATION**2055643  
CITY OF BLACK HAWK  
Attn: City Clerk  
PO Box 68  
BLACK HAWK, CO 80422  
martin@cityofblackhawk.org

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

F&amp;W Insurance

**COUNCIL BILL 34  
ORDINANCE 2020-34  
AN ORDINANCE  
APPROVING THE CITY'S  
PARTICIPATION IF THE  
INTERGOVERNMENTAL  
AGREEMENT IN THE  
COLORADO  
INFORMATION SHARING  
CONSORTIUM**

**STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK**

**COUNCIL BILL NUMBER: CB34**

**ORDINANCE NUMBER: 2020-34**

**TITLE: AN ORDINANCE APPROVING THE CITY'S PARTICIPATION IN THE INTERGOVERNMENTAL AGREEMENT IN THE COLORADO INFORMATION SHARING CONSORTIUM**

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

Section 1. The Intergovernmental Agreement of the Colorado Information Sharing Consortium, attached hereto as **Exhibit A** (the "Agreement"), is hereby approved, and the Mayor is authorized to execute the same on behalf of the City. The City through its City Manager and Chief of Police are further authorized to execute the necessary documents to implement the City's participation in the Agreement.

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 9<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Lumen Grant Funding and IGA Agreement  
Colorado Information Sharing Consortium

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

**MOTION TO APPROVE (or deny, etc.)** Council Bill 34, an Ordinance approving the City's participation in the Intergovernmental Agreement in the Colorado Information Sharing Consortium

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Black Hawk Police Department has applied and received grant funding to join the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC") and Numerica Corporation, a Colorado corporation ("Numerica") and become a member/user of Lumen. Lumen is a joint law enforcement data sharing system that helps Colorado Law Enforcement and the Criminal Justice members share their RMS information. The Black Hawk Police Department regularly contacts subjects related to the metro area during their call for service. The information obtained from the Lumen system will benefit our detectives and officers who investigate cases.

**AGENDA DATE:** December 9, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** [ X ]Yes [ ]No

**STAFF PERSON RESPONSIBLE:** Commander Tory Jantz

**DOCUMENTS ATTACHED:** Intergovernmental Agreement of the Colorado Information Sharing Consortium  
Services Agreement for a Law Enforcement Data Warehouse  
2020 Extension and Amendment of the Services Agreement  
Member Agency Joinder Agreement to the Services Agreement

**RECORD:** [ X ]Yes [ ]No

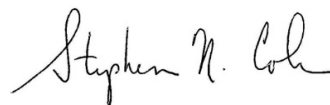
**CITY ATTORNEY REVIEW:** [ X ]Yes [ ]N/A

**SUBMITTED BY:**



Michelle Moriarty, Chief of Police

**REVIEWED BY:**



Stephen N. Cole, City Manager

**INTERGOVERNMENTAL AGREEMENT  
OF THE  
COLORADO INFORMATION SHARING CONSORTIUM**

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**INTERGOVERNMENTAL AGREEMENT  
OF THE  
COLORADO INFORMATION SHARING CONSORTIUM**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is effective as of the 7th day of April, 2014 (the “Effective Date,” as further defined below) by and between the Adams County Sheriff’s Office, the Arapahoe County Sheriff’s Office, the City of Aurora, the Colorado Department of Public Safety of the State of Colorado, the City of Colorado Springs, the City of Commerce City, the City and County of Denver, the Douglas County Sheriff’s Office, the City of Grand Junction, the Board of County Commissioners of the County of Jefferson, the Board of County Commissioners of the County of Mesa, and all other entities or agencies that sign this Agreement consistent with the requirements herein (individually a “Party” and collectively the “Parties”).

**RECITALS**

WHEREAS, the Parties are each authorized to lawfully provide, establish, maintain, and operate law enforcement services;

WHEREAS, Part 2 of Article 1, Title 29 of the Colorado Revised Statutes (the “C.R.S.”) encourages and authorizes intergovernmental agreements for the joint and cooperative provision of public services;

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each and to establish a separate legal entity to do so;

WHEREAS, 21 U.S.C. § 873 and regulations promulgated thereunder authorize certain agencies within the Federal government to cooperate with local, state, tribal, and Federal agencies for the purpose of exchanging certain information;

WHEREAS, the Parties, along with other Colorado law enforcement entities, have previously entered into a nonbinding and voluntary memorandum of understanding (the “MOU”) to jointly develop the statewide Colorado Information Sharing Consortium (the “CISC”) with the purpose and intent of sharing law enforcement information, primarily through a software product known as COPLINK;

WHEREAS, the Parties, along with the other signatories of the MOU, have determined that it is in the public’s best interest to formalize the CISC into a legal entity in order to permit the CISC to enter into contracts and utilize economies of scale for the purchase of future services, products, and maintenance and to enter into information sharing agreements with jurisdictions outside the State of Colorado;

WHEREAS, the Parties and other signatories of the MOU have agreed to organize and operate a separate legal entity pursuant to C.R.S. § 29-1-203(4), which shall be known as the Colorado Information Sharing Consortium; and

WHEREAS, the Parties intend for other entities or agencies to join as Parties to this Agreement by signing a separate signature page to this Agreement consistent with the requirements herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

### **DEFINITIONS**

1. Definitions. In addition to the above defined terms, the following terms shall have the meaning ascribed to them.

- a. “Assigned Employee” shall mean a Party’s employee assigned to work full- or part-time on behalf of the CISC.
- b. “Board” shall mean the Board of Directors of the CISC.
- c. “Data” shall mean facts, detailed information, police report narratives, supplemental report narratives, other text-related information as determined and released by each Party’s internal information sharing policy, and other materials provided by a Party to the CISC. “Data” shall not mean Intelligence Information (defined below).
- d. “Director” shall mean a director on the Board of the CISC.
- e. “Effective Date” shall be the date written in the preamble, which shall be the date on which the sixth Party signed this Agreement.
- f. “Intelligence Information” shall mean evaluated data relevant to the identification of criminal activity engaged in by an individual or organization reasonably suspected of involvement in criminal activity that meets criminal intelligence system submission criteria as set forth in Part 23 of Title 28 of the Code of Federal Regulations. Intelligence Information is a criminal justice record pursuant to C.R.S. § 24-72-302(4).
- g. “Manager” shall mean a person who is assigned to manage the day-to-day operations of the CISC.
- h. “Representative” shall mean the chief law enforcement officer of each Party or the person designated by the chief law enforcement officer of each Party.

### **CREATION OF THE COLORADO INFORMATION SHARING CONSORTIUM**

2. Creation of the CISC. Pursuant to C.R.S. § 29-1-203(4), the Parties hereby create a separate legal entity known as the Colorado Information Sharing Consortium, or CISC, which shall have the powers, authorities, duties, privileges, immunities, rights, and responsibilities as set forth herein.

3. Principal Place of Business. The principal place of business of the CISC shall be 15001 East Alameda Parkway, Aurora, CO 80012, unless and until otherwise established from time to time by the Board.

4. CISC Purpose. The purpose of the CISC is to facilitate the sharing of Data and Intelligence Information between the Parties and non-Party governmental entities and agencies authorized by the Board.

## DATA SHARING AGREEMENT

5. Data Sharing. Each Party shall share Data with the Parties and with non-Party governmental entities or agencies authorized by the Board.
6. Data Use. Shared Data shall only be used for law enforcement purposes consistent with the welfare and protection of the general public.
7. Personnel Authorized to Access Data. Only the Parties' employees and employees of non-Party governmental entities or agencies authorized by the Board shall be allowed to access the Data. All persons with access to the Data must first pass an adequate background screen. The Board shall determine what constitutes an adequate background screen for the purpose of access to Data.
8. Data Security. The Parties and any non-Party governmental entities or agencies authorized by the Board shall maintain, enforce, and follow security requirements for the Data as specified by the Board, including requirements on network configuration and network access.
9. Data Custody and Control. Each Party shall retain custody and control and shall remain the official custodian of any Data shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Data. The CISC shall not release any Data pursuant to a request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.
10. Data Accuracy. The Parties understand that the Data shared by the Parties may not be accurate. The Board may set standards and requirements for Parties to correct inaccurate Data.
11. Intelligence Information.
  - a. No Obligation to Share. No Party shall be required to share Intelligence Information and may deny a request to share Intelligence Information for any reason.
  - b. Standard for Sharing. When Intelligence Information is disseminated through the CISC, it shall be disseminated consistent with Part 23 of Title 28 of the Code of Federal Regulations.
  - c. Policies and Procedures. The Board may set policies and procedures regarding Intelligence Information use, receipt, maintenance, security, and dissemination not inconsistent with Part 23 of Title 28 of the Code of Federal Regulations.
  - d. Intelligence Information Custody and Control. All Intelligence Information shall remain the sole proprietary information of the Party contributing that Intelligence Information. Each Party shall retain custody and control and shall remain the official custodian of any Intelligence Information shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Intelligence Information. The CISC shall not release any Intelligence Information pursuant to a request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.

## POWERS OF THE COLORADO INFORMATION SHARING CONSORTIUM

**12.** Powers of the CISC. In order to enable the CISC to carry out its functions and provide the services described herein, the CISC shall have the power:

- a.** Acquire Property. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;
- b.** Add Parties. To approve other governmental entities or agencies authorized to lawfully provide, establish, maintain, or operate law enforcement services to join the CISC on the conditions determined by the Board;
- c.** Adopt Rules and Regulations. To adopt rules and regulations regarding the exercise of its powers and the carrying out of its purposes;
- d.** Apply for Grants. To apply for and receive grants in its own name;
- e.** Conduct Business. To conduct its business and affairs for the benefit of the Parties and their residents;
- f.** Contract. To enter into, make, and perform contracts of every kind;
- g.** Engage Agents. To engage, employ, or appoint agents, including but not limited to accountants, architects, attorneys, consultants, employees, engineers, and managers and to pay the direct and indirect reasonable costs of such agents for services rendered to the CISC;
- h.** Fees and Charges. To assess, fix, maintain, and revise fees and charges for functions, services, or facilities provided by the CISC or to cover the cost of operating and managing the CISC; however, pursuant to paragraph 28, neither the CISC nor any Party shall have the power to compel a Party to pay any fees, rates, or charges;
- i.** Incur Debt. To incur debts and obligations, deliver bonds or notes for monies borrowed or other obligations of the CISC, and to secure the payment of such bonds or obligations, except that no party shall be liable for any debts or obligations of the CISC;
- j.** Legal Process. To litigate, arbitrate, or mediate in its own name;
- k.** Receive Contributions. To receive contributions of gifts, grants, or services; and
- l.** Terminate a Party's Participation in this Agreement. To terminate or limit a Party's participation in this Agreement.

**13.** Restrictions on Powers of the CISC. The CISC shall not have the power:

- a.** Eminent Domain. To take property by eminent domain;
- b.** Obligate Payment. To obligate a Party to pay any money to the CISC or to another Party, except that the CISC may enter into contracts with Parties for the payment of money; or
- c.** Tax. To impose taxes.

## **BOARD OF DIRECTORS**

**14. Board of Directors.** The governing body of the CISC shall be the Board, in which all administrative and legislative power of the CISC is vested. The purpose of the Board is to set policy for the CISC and decide important issues of the CISC.

**15. Number of Directors, Term, and Term Limits.** There shall be eleven (11) Directors on the Board. Six (6) Directors shall have terms that expire on March 31 of every even numbered year. Five (5) Directors shall have terms that expire on March 31 of every odd numbered year. There shall be no limit to the number of terms an individual may serve as a Director.

**16. Eligibility, Appointment, Removal, and Vacancies.** Each Director must be an employee of a Party. If a Director is no longer employed by a Party, the Director shall no longer be a Director. A Director may resign at any time and for any reason by giving two weeks prior written notice to the Board. A vacant Director position shall be filled by majority vote of the Representatives as soon as practicable.

**a. Initial Appointment.** The initial Directors shall be appointed by the Representatives of the eleven named Parties listed in the preamble of this Agreement. The Representatives of the first six (6) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2016. The Representatives of the next five (5) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2015.

**b. Subsequent Appointment.** After the initial Directors' terms expire, all subsequent Directors shall be appointed by a majority vote of the Representatives.

**17. Compensation.** A Director shall not receive compensation for the Director's service to the CISC. The Board may provide for reimbursement to a Director, Representative, or other person for actual and reasonable expenses incurred while performing duties for the CISC. At no time shall a Director or a Representative be considered an employee of the CISC.

**18. Action by the Board at a Meeting.** Meetings of the Board may be held at any place that a majority of the Directors on the Board may determine. Directors may attend the meeting in person or by conference telephone or similar communications equipment, and such participation at a meeting shall constitute attendance. The following rules shall apply.

**a. Quorum.** The attendance of at least a majority of the Directors of the Board shall constitute a quorum for the transaction of business.

**b. Voting.** The affirmative vote of a majority of the Directors on the Board that are present at any meeting at which there is a quorum shall be an act of the Board, unless a supermajority is specified herein or by rules adopted by the Board.

**c. Minutes.** Minutes of each meeting and a record of each decision shall be kept by the Board.

**19. Committees.** The Board may designate one or more committees that shall serve at the pleasure of the Board. Any committees shall have the powers and responsibilities granted by the Board to that committee.

**20. Alternates and Absentee Voting.** A Director may appoint an alternate who will have the same voting rights as the Director when participating in Board meetings in the absence of the Director. Alternates must be employed by a Party. Absentee voting, where a Director votes without attending a meeting (whether in person or by other communications equipment) or without appointing an alternate, is not allowed.

**21. Representative's Right to Attend Meetings.** Each Representative, or an alternate, shall have the right to attend, whether in person or by conference telephone or similar communications equipment, any meeting of the Board and to voice opinions on any matter concerning the CISC.

## **MANAGEMENT OF THE CISC**

**22. CISC Manager.**

**a. Appointment.** Upon request from the Board, the Representatives shall jointly nominate one or more persons to be the Manager and submit those persons' names to the Board. Based on those nominations, the Board shall select one or more persons to be the Manager. The appointment of a Manager shall be contingent upon the approval of the Representative of the Party employing the Manager.

**b. CISC Manager.** The Manager shall manage the day-to-day operations of the CISC and undertake and execute the Board's instructions and directions. The Manager shall have the administrative authority necessary to perform the tasks and responsibilities assigned pursuant to this Agreement. The Board may grant to the Manager any additional administrative authority as the Board deems necessary. The Manager shall attend all meetings of the Board and follow the Board's instructions and directions.

**c. Eligibility and Employment.** The person(s) serving as the Manager must be an employee of a Party at all times during that person's tenure as the Manager. The Manager shall not be considered an employee of the CISC. The Board may hire an employee of the CISC under terms written and negotiated by the Board to perform the duties of the Manager under the supervision and direction of the Board.

**d. Term.** The Manager's term is expected to last for two (2) years, but the actual length (whether longer or shorter) shall be determined by agreement between the Board and the Representative of the Party employing the Manager. Whether the Manager works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Manager. The Board may remove the Manager at any time and for any reason. The Representative of the Party employing the Manager may recall the Manager at any time and for any reason by giving sixty (60) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

**e. Compensation.** The Party employing the Manager shall bear the full cost of the Manager. The CISC shall not be obligated to reimburse the Party employing the Manager for the cost of the Manager. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Manager (or the CISC, if the CISC hires an employee to perform the duties of the Manager) for all or part of the costs associated with employing the Manager. As is stated in paragraph 28 of this Agreement, and consistent with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

**23. Additional Assistance from Assigned Employees.**

**a. Appointment.** The Board may seek an Assigned Employee from the Parties. Upon request from the Board, any Representative may volunteer one or more Assigned Employees to work full- or part-time on behalf of the CISC. The Board may accept or decline the person volunteered to become an Assigned Employee.

**b. Assigned Employees.** Each Assigned Employee shall work under the supervision and direction of the Manager. Each Assigned Employee shall have the administrative authority necessary to undertake and execute the tasks and responsibilities assigned by the Manager and the Board. The Board may grant to any Assigned Employee any additional administrative authority as the Board deems necessary. An Assigned Employee shall attend meetings of the Board if and when the Board or the Manager requests that Assigned Employee's presence.

**c. Eligibility and Employment.** Any person serving as an Assigned Employee must be an employee of a Party at all times during that person's tenure as an Assigned Employee. The Assigned Employee shall not be considered an employee of the CISC. The Board may hire one or more full- or part-time employees of the CISC under terms written and negotiated by the Board to work under the supervision and direction of the Manager and the Board.

**d. Term.** The Assigned Employee's term shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. Whether the Assigned Employee works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. The Board may remove the Assigned Employee at any time and for any reason. The Representative of the Party employing the Assigned Employee may recall the Assigned Employee at any time and for any reason by giving thirty (30) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

**e. Compensation.** The Party employing an Assigned Employee shall bear the full cost of that Assigned Employee. The CISC shall not be obligated to reimburse the Party employing the Assigned Employee for the cost of the Assigned Employee. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Assigned Employee (or the CISC, if the CISC employs an employee to perform the duties of the Assigned Employee) for all or part of the costs associated with employing the Assigned Employee. As is stated in paragraph 28 of this Agreement, and consistent with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

**FINANCIAL**

**24. Deposits and Expenditures.** All funds of the CISC shall be deposited to the credit of the CISC in an interest bearing account. No payments or withdrawals of such funds in an amount over five hundred dollars (\$500) shall be allowed without prior approval of the Board and the written authorization of two (2) Directors. Payments or withdrawals of such funds in amounts up to and including five hundred dollars (\$500) may be authorized by the Manager.

25. Fiscal Agent. The Board may request that a Party or other entity be the fiscal agent for the CISC.
26. Fiscal Year. The fiscal year of the CISC shall be January 1 through December 31 of each year.
27. No Multiple Year Fiscal Obligations. The Parties do not intend to create a multiple year fiscal obligation for any Party by virtue of this Agreement. The Parties acknowledge that any future monetary obligations of any Party are subject to sufficient appropriations by each Party and such appropriations are not guaranteed to be made.

## **RIGHTS OF PARTIES**

28. No Duty to Pay Membership, Annual, or Other Fees. No Party shall be required by this Agreement to pay any membership, annual, or other fees or charges imposed by the Board. The sole remedy for the failure of a Party to pay any fees or charges shall be, at the Board's discretion, (a) exclusion from the CISC, (b) denial of Data and Intelligence Information sharing with other Parties through the CISC, (c) loss of any or all of the privileges and rights of a Party, (d) termination of the non-paying Party's participation in this Agreement, or (e) any combination of the foregoing as determined by the Board.
29. Voluntary Assumption of Debts. A Party may voluntarily elect to be liable, in whole or in part, for any or all of the debts, liabilities, or obligations of the CISC at the sole discretion of that Party.
30. Financial Responsibility. The CISC shall not be required to pay any Party's costs associated with acquiring or maintaining any hardware or licensed software necessary for that Party to participate in the CISC. The Board may agree to pay for expenses incurred by a Party that, in furtherance of the CISC's purposes, (a) maintains goods for use by other Parties or (b) provides services to other Parties.
31. Examination of Records. Any authorized agent of a Party, including an authorized auditor or his or her representative, has the right to access and the right to examine any pertinent fiscal books, documents, papers, and records of the CISC involving fiscal transactions for three (3) years after the date of the fiscal transaction.
32. Addition of New Parties.
- a. Law Enforcement Requirement. All Parties, and any entity or agency that becomes a Party, must be governmental entities or agencies that are authorized to lawfully provide, establish, maintain, and operate law enforcement services.
  - b. Signatories of the MOU. All entities and agencies that signed the MOU prior to the Effective Date are vested with approval to become Parties by signing a separate signature page to this Agreement that states that the new Party agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.
  - c. Non-Signatories of the MOU. Any entity or agency that did not sign the MOU prior to the Effective Date may become a Party by (i) gaining approval of the Board and (ii) signing a separate signature page to this Agreement that states that the new Party



agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.

**d. CISC Membership Fee.** Any entity or agency that signed the MOU prior to the Effective Date and paid a CISC membership fee at that time shall not be required to pay an additional membership fee in order to join the CISC. Any entity or agency that (i) signed the MOU prior to the Effective Date but did not pay a CISC membership fee at the time or (ii) did not sign the MOU prior to the Effective Date may be required to pay a CISC membership fee in an amount determined by the Board as a condition of becoming a Party.

**33. Right to Terminate Participation.** A Party may terminate its participation in this Agreement by giving written notice to the Board at least sixty (60) days prior to the date of termination, unless the Board and a specific Party have agreed on a different notice period.

### **GENERAL PROVISIONS**

**34. Amendments.** This Agreement shall not be amended unless seventy-five percent (75%) of the Representatives approve such amendment in writing. The sole remedy for any Party that disagrees with any amendments is to terminate its participation in this Agreement.

**35. Construction and Interpretation.** The table of contents and the section and other headings and subheadings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

**36. Duplicate Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

**37. Entire Agreement.** This Agreement embodies the entire understanding and agreement among the Parties concerning the CISC and supersedes any and all prior negotiations, understandings, or agreements, including the MOU.

**38. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado to the extent not inconsistent with Federal law.

**39. Indemnification.** Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act in Article 10, Title 24, C.R.S., each Director, Representative, Manager, Assigned Employee, officer, agent, and volunteer shall be provided with a legal defense and indemnification as provided by that person's employer to the extent not inconsistent with Federal law.

**40. Mediation.** In the event of a dispute between the Parties regarding the interpretation of this Agreement or regarding any issue arising under this Agreement, the Parties hereby agree to the following mediation procedure. First, the disagreeing Parties will submit the issue to the Representatives, who will mediate the disagreement and try to devise an acceptable solution. If that process fails, the disagreeing Parties will submit the issue to the highest elected officials of each Party (*e.g.*, the Mayor of a city or the County Commissioners of a county) who will mediate the disagreement and try to devise an acceptable solution. The highest elected official of each

Party may approve a designee to mediate on behalf of that Party. The Parties agree to mediate in good faith. If any disagreeing Party requests a mediator, the disagreeing Parties shall jointly select a mediator and share the cost of the mediator equally. Decisions by the Board are not subject to mediation. This paragraph shall apply to the extent not inconsistent with Federal law.

**41. No Third-Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a Party to this Agreement including any agents, employees, officers, or volunteers of any Party or any entity with whom the CISC contracts.

**42. Severability.** In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any Party, entity, or person by a court of competent jurisdiction, (a) the remainder of this Agreement shall not be affected thereby, (b) such determination shall not affect or impair the validity or enforceability of any other provision, and (c) the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

**43. Term.** The term of this Agreement shall be unlimited and shall extend until terminated as provided herein.

**44. Termination.** This Agreement may be terminated upon agreement in writing of seventy-five percent (75%) of the Representatives. Upon termination of the CISC, any monetary funds held by the CISC shall be distributed, after paying the debts and obligations of the CISC, to the Parties proportionate with the number of sworn law enforcement officers employed by each Party. Additionally, upon termination of the CISC, any non-monetary assets shall become the property of the Party in possession of those assets.

**[SIGNATURE PAGES TO FOLLOW]**

## SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Services Agreement for a Law Enforcement Data Warehouse (this “Agreement,” including all attachments hereto) is entered into as of June 13, 2016 (the “Effective Date”), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the “CISC”), Numerica Corporation, a Colorado corporation (“Numerica”), and the Member Agencies who have joined this Agreement pursuant to Section 3. The CISC, Numerica, and the Member Agencies who have joined this Agreement may be referred to herein as a “Party” or the “Parties”.

Capitalized terms used in this Agreement are defined throughout this Agreement.

### RECITALS

- A. The purpose of the CISC is to facilitate the sharing of law enforcement and criminal justice data and information by and among the Member Agencies and with other law enforcement agencies.
- B. The CISC desires to implement and offer a scalable data warehouse hosting law enforcement and criminal justice data from Member Agencies. The CISC desires: (i) that the data warehouse allow the data contained therein to be shared between the Member Agencies and, at the option of the CISC and Member Agencies, with other law enforcement agencies; and (ii) that any third-party provider of analytical or other data services be able to access and use the data in the data warehouse for the purpose of providing services to the Member Agencies.
- C. CISC and Numerica entered into an agreement dated April 13, 2015 (the “Lumen Agreement”), which provides access to the Lumen Client Software Service to Member Agencies who joined the Lumen Agreement. The Lumen Client Software Service is a data analytic software service that enables the searching, analyzing, and sharing of law enforcement and criminal justice data. As part of the Lumen Client Software Service offered under the Lumen Agreement, Member Agencies who joined the Lumen Agreement had their law enforcement and criminal justice data imported into a data warehouse maintained and operated by Numerica.
- D. Numerica proposes to expand its existing law enforcement and criminal justice data warehouse and to use the same to provide the data warehouse that the CISC desires.
- E. SOW 03 and this Agreement have terms and conditions which are substantially similar to those in the Lumen Agreement. The CISC and Numerica desire that this Agreement eventually supersede the Lumen Agreement, but the Lumen Agreement cannot be terminated until there are no law enforcement agencies receiving services thereunder.
- F. Numerica has the expertise and skill to perform the Services described in this Agreement and has the knowledge and capability to comply with the CJIS Security Policy. Numerica has enrolled in, is current with, and complies with the CJIS Vendor Management Program operated by the Colorado Bureau of Investigation (“CBI”).
- G. The CISC and Member Agencies desire to engage Numerica to implement, expand, maintain, operate, and provide the data warehouse, to provide the Lumen Client Software Service, and to provide additional services in accordance with this Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

### **1. Services Concerning a Law Enforcement Data Warehouse.**

**a.** Subject to the terms and conditions of this Agreement, Numerica may perform programming, consulting, application training, creation of deliverables, integration, implementation, maintenance, operation, provision, analytical, and other professional services or may provide software, software services, hardware, or other deliverables (collectively, the “Services”) for the CISC and the Member Agencies as described in one or more statements of work (each, a “Statement of Work” or “SOW”).

**b.** SOW 01, SOW 02, and SOW 03 are attached to this Agreement as Exhibit A, Exhibit B, and Exhibit C, respectively, and incorporated by reference. The Services set forth in SOW 01 are generally in the nature of integrating data from Member Agencies into a data warehouse. The Services set forth in SOW 02 are generally in the nature of maintaining and operating the data warehouse and providing the same as a service to Member Agencies. The Services set forth in SOW 03 are generally in the nature of providing the Lumen Client Software Service to Member Agencies who elect to be provided with the same.

**c.** Other than SOW 01, SOW 02, and SOW 03, any additional Statements of Work shall only be binding on the Parties if executed by the Parties. Changes to the scope of the Services set forth in a Statement of Work may only be made in a writing executed by the Parties to whom the Statement of Work applies.

### **2. Compensation and Payment Terms.**

**a.** Each Statement of Work shall contain payment terms and conditions applicable to that Statement of Work and shall contain all fees and other compensation (the “Project Fee”) payable to Numerica for the Services to be performed under that Statement of Work. The CISC or a Member Agency may withhold from payment any amounts that it disputes in good faith pending resolution of such dispute, provided that any amounts which are not in dispute shall be paid timely. Upon the resolution of the dispute, the CISC or the Member Agency, as appropriate, shall pay the amount set forth in the resolution of the dispute, if applicable.

**b.** Unless otherwise stated in a Statement of Work, the CISC shall pay the Project Fee to Numerica pursuant to the terms and conditions stated in the Statements of Work. A Statement of Work may indicate that the CISC is passing the Project Fee on to the Member Agencies. If the Project Fees are being passed on to the Member Agencies, the CISC shall take reasonable actions to collect the Project Fee from the Member Agencies and remit the amounts collected to Numerica. In such a situation, the CISC’s obligation to pay Numerica is contingent upon the CISC collecting such amounts from the Member Agencies. Notwithstanding anything to the contrary, Numerica is not obligated to provide Services to a Member Agency that is not current with its payment obligations hereunder (except for amounts withheld by a Member Agency pending the resolution of a good faith dispute concerning the same).

c. Each Member Agency shall pay to the CISC its portion of a Project Fee as indicated on a Statement of Work. Neither Numerica nor the CISC has the authority to create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

**3. Joining this Agreement.**

a. **Definition of Member Agency.** “Member Agency” means a law enforcement agency who has executed the CISC’s founding intergovernmental agreement (the “CISC’s IGA”) and has joined this Agreement. A law enforcement agency that has joined this Agreement but has not executed the CISC’s founding intergovernmental agreement may be considered a Member Agency, subject to the limitations specified herein.

b. The CISC’s executive director is authorized to sign the Joinder Agreement on behalf of the CISC.

c. **Joinder by Member Agencies.** A law enforcement agency (or its parent government) that executed the CISC’s IGA may join this Agreement at any time by executing a joinder agreement substantially in the form attached hereto as Exhibit D (a “Joinder Agreement”) and delivering the same to the CISC and to Numerica. If a Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement.

d. **Joinder by Non-Member Agencies.** With the written consent of the CISC, a law enforcement agency (or its parent government) that has not executed the CISC’s IGA may join this Agreement by executing a Joinder Agreement and delivering the same to the CISC and to Numerica. If the CISC gave written consent and if the Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement. Numerica may only provide the Services set forth on SOW 01 to a law enforcement agency that joins this Agreement but has not signed the CISC’s IGA until that agency has executed the CISC’s IGA (unless the CISC gives its written approval otherwise).

e. **Joinder Agreement with Modified or Additional Terms.** If a Joinder Agreement modifies or adds to the terms and conditions of this Agreement, then the CISC and Numerica are not obligated to execute the Joinder Agreement. A Joinder Agreement which modifies or adds to the terms and conditions of this Agreement will only be binding on the Parties who have executed it.

**4. CISC Project Manager.** The CISC shall identify a primary point of contact (a “Project Manager”) concerning this Agreement and all Services to be provided hereunder. In matters concerning the day-to-day implementation and maintenance of the Services, Numerica may communicate directly with Member Agencies as needed. Project Manager shall diligently work to promote the efficient performance of the Parties’ obligations under this Agreement. Numerica will seek the timely involvement of the Project Manager when events, problems, concerns, or requests affecting Services or this Agreement cannot effectively be addressed with the Member Agencies. Numerica shall permit the Project Manager to access Member Agencies search query history and records of the Member Agency’s use of and transactions in the Services.

**5. Independent Contractor Status.** This Agreement shall not render Numerica or any of Numerica’s agents an employee, partner, agent of, or joint venturer with the CISC or any

Member Agency for any purpose. Numerica is and will remain an independent contractor in its relationship to the CISC and each Member Agency and Numerica's agents are not and will not become the CISC's or any Member Agency's employees.

**a. TAXES.**

**i.** NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL BE RESPONSIBLE FOR WITHHOLDING TAXES WITH RESPECT TO NUMERICA'S COMPENSATION HEREUNDER. IF REQUIRED BY LAW, THE CISC SHALL REPORT ALL PAYMENTS MADE TO NUMERICA ON A CALENDAR YEAR BASIS USING IRS FORM 1099. NEITHER THE CISC NOR ANY MEMBER AGENCY HAS ANY OBLIGATION TO (1) WITHHOLD FICA (SOCIAL SECURITY AND MEDICARE TAXES) FROM NUMERICA'S PAYMENTS OR MAKE FICA PAYMENTS ON NUMERICA'S BEHALF, (2) MAKE STATE OR FEDERAL UNEMPLOYMENT COMPENSATION CONTRIBUTIONS OR PAYMENTS ON NUMERICA'S BEHALF, OR (3) WITHHOLD STATE OR FEDERAL INCOME TAX FROM NUMERICA'S PAYMENTS. NEITHER THE CISC NOR ANY MEMBER AGENCY WILL PAY TAXES ON NUMERICA'S INCOME DERIVED FROM THIS AGREEMENT.

**ii.** THE PROJECT FEES UNDER THIS AGREEMENT DO NOT INCLUDE ANY CHARGE FOR TAXES AND THE CISC AND THE MEMBER AGENCIES ARE SOLELY RESPONSIBLE FOR PAYING ANY AND ALL FEDERAL, STATE, AND LOCAL SALES, USE, AND IMPORT/EXPORT TAXES AND CUSTOMS DUTIES ATTRIBUTABLE TO THIS AGREEMENT.

**b. INSURANCE.** NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL HAVE ANY OBLIGATION TO, AND SHALL NOT, OBTAIN WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE OR ANY OTHER INSURANCE COVERAGE OF ANY KIND ON BEHALF OF NUMERICA.

**c. Method of Performing Services; Results.** In accordance with this Agreement, Numerica will determine the method, details, and means of performing the Services. Neither the CISC nor any Member Agency shall control the manner or determine the method of performing the Services.

**d. Workplace, Hours, and Instrumentalities.** Numerica may perform the Services at any place or location and at such times as Numerica shall determine. With the exception of any tools or instrumentalities explicitly identified elsewhere in this Agreement as being supplied by the CISC, Member Agencies, or other third parties, Numerica agrees to provide all tools and instrumentalities, if any, required to perform the Services.

**e. Limitations on Authority.** No Party shall have the right, power, or authority to bind any other Party to the fulfillment of any condition, contract, or obligation or to create any liability binding on any other Party.

**f. Nonexclusive Services.** In its sole discretion, Numerica may render services on its own account or for any other person during the term of this Agreement.

**g. Requisite Skills.** Numerica has the requisite knowledge, expertise, experience, and training to perform the Services, and neither the CISC nor any Member Agency will provide Numerica with any training concerning the manner or methods of performance of the Services.

**6. Representations and Warranties.**

**a. Numerica's Representations and Warranties.** Numerica represents and warrants that the following are true as of the Effective Date and will be true throughout the term or period in which Numerica provides Services hereunder.

**i.** Numerica and its subcontractors, if any, have the capacity and the professional experience and skill to perform the Services. The Services will be performed in accordance with this Agreement and standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. The Services shall be provided in a good and workman like manner.

**ii.** To Numerica's knowledge, the information supplied by Numerica in the performance of the Services is truthful and accurate in all material respects.

**iii.** The Services provided under this Agreement shall be adequate and sufficient for their intended purposes.

**iv.** Numerica has complied and will comply with all federal, state, and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates, and licenses that are required to provide the Services.

**v.** During the period or term that Services in the nature of software or software services are provided, such Services will conform to Numerica's applicable documentation.

**vi.** Any software Services that Numerica installs on the Member Agency's computers, network systems, and Data Sources (collectively, the "Member Agency's Systems") will not have a material adverse effect on that Member Agency's Systems.

**b. Numerica's Disclaimers.**

**i.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT: (1) THE SERVICES ARE PROVIDED BY NUMERICA "AS-IS" AND NUMERICA MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (2) NUMERICA EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES; AND (3) NUMERICA DOES NOT WARRANT THAT ALL ERRORS CAN OR WILL BE CORRECTED OR THAT THE SERVICES WILL BE WITHOUT ERROR OR INTERRUPTION.

**ii.** IN ADDITION TO ANY OTHER WARRANTY DISCLAIMERS IN THIS AGREEMENT, NUMERICA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS OR OUTPUT THAT MAY BE OBTAINED FROM THE MEMBER AGENCY'S USE OF THE SERVICES.

**iii.** The representations and warranties set forth in Section 6.a do not apply to errors, interruptions, problems, defects, or issues (collectively, "Errors") that result from (1) factors outside of Numerica's reasonable control, including without limitation any actions or inactions by third parties other than Numerica's subcontractors; (2) failure by the CISC or a Member Agency to comply with this Agreement; (3) failure by the CISC or a Member Agency to use the Services in accordance with the documentation or other

appropriate instructions of Numerica; (4) the improper use or misuse by the CISC or a Member Agency of the Services; (5) Errors in a Member Agency's data not caused by Numerica; and (6) the fault or negligence of the CISC or a Member Agency.

**iv. Exclusive Remedy.** In the event of a breach of Numerica's representations and warranties set forth in Section 6.a as they apply to any Services in the nature of software or software services, and as the CISC's and as each Member Agency's sole and exclusive remedy, Numerica will repair or replace the applicable software Services, or any portion thereof, with conforming Services. Repair or replacement may include the following: (1) corrected items; (2) corrected documentation; or (3) instructions or procedures to bypass the problem until a more permanent correction can be implemented.

**c. Representations and Warranties of the CISC and Member Agencies.** Each Member Agency represents and warrants to Numerica and the CISC (i) that it has the lawful right and authority to provide any and all data that it furnishes under this Agreement or which it otherwise places into the data warehouse and (ii) that Numerica's use of such data in accordance with this Agreement will not violate or infringe the rights of any third party or any law or agreement.

**d. Other Terms.**

**i.** If performance of the Services by Numerica is delayed due to factors beyond Numerica's reasonable control, or if conditions of the scope or type of Services are expected to change, Numerica shall give timely notice to the CISC and the affected Member Agencies of such delay or change unless, under the circumstances, the CISC or the Member Agency are already aware or should reasonably be aware of the foregoing.

**ii.** Review, acceptance, or approval by the CISC or any Member Agency of the Services performed or delivered will not relieve Numerica of any responsibility for deficiencies, omissions, or Errors in said Services or deliverables, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of Numerica's performance under this Agreement.

**7. Security of Law Enforcement and Criminal Justice Records.**

**a. Standard of Care.** Numerica shall use reasonable efforts consistent with prevailing industry standards, but not less than due care, to ensure the security and confidentiality of any law enforcement or criminal justice records held, stored, or maintained by Numerica. All law enforcement or criminal justice records of the Member Agencies are Confidential Information.

**b. CJIS Security Policy.** Numerica represents and warrants (i) that it has the knowledge, expertise, experience, and training to comply with the Criminal Justice Information Services Security Policy, including the Security Addendum thereto (the "CJIS Security Policy") and (ii) that all Services will be performed in compliance with the CJIS Security Policy (as applicable). Numerica shall execute the certification to the Security Addendum of the CJIS Security Policy, which is incorporated by reference, before performing of any Services. Numerica shall comply with the terms and conditions of the CJIS Security Policy to the extent applicable at all times.



- c. **CBI | CJIS Vendor Management Program.** Numerica shall maintain its enrollment and participation in the CJIS Vendor Management Program operated by CBI.
- d. **CJIS Audit.** At the request of the CISC, Numerica shall submit to an audit by CBI or the Federal Bureau of Investigation of Numerica's compliance with the CJIS Security Policy. The CISC may request up to one audit every two years, which may be in addition to any other audits of Numerica's compliance with the CJIS Security Policy required by law.
- e. **Security Notification.** Numerica shall notify the CISC in writing and in a timely manner in the event of any security incidents related to the Services, regardless of whether the incident violated or potentially involved the CJIS Security Policy. Numerica's notice of a security incident shall include, at minimum, (i) a description of the incident, (ii) the harm or potential harm resulting therefrom, and, (iii) if the incident involved any data, the name of the Member Agency (or other person) that owned or was responsible for that data.
- f. **State Law Requirements.** The Parties shall comply with C.R.S. §§ 24-72-301, *et seq.*, concerning the treatment of criminal justice records. Numerica shall not be considered a "custodian" of any criminal justice records as defined in C.R.S. § 24-72-302(5).
- g. **Changes in Law.** If there are changes or updates to law or best practices involving the storage, transmission, transcription, or use of law enforcement or criminal justice information or data, then the Parties shall comply with the changed or updated law or best practices; *provided, however*, that if the changed or updated law or best practices would have a material adverse effect on the legitimate expectations of a Party, on the reasonable performance of a Party's obligations hereunder, or on the purposes of this Agreement, the Parties will negotiate in good faith to address the situation in a manner that is acceptable to all Parties.
8. **Insurance.** Numerica must purchase and maintain insurance of the kind and in the minimum amounts specified below.

a. **Mandatory Insurance.** Numerica agrees to procure and maintain, at its own expense, the following policies of insurance before performing any Services:

i. **Workers Compensation Insurance.** Worker's compensation insurance to cover obligations imposed by applicable laws for any employer engaged in the performance of Services under this Agreement:

Worker's Compensation Insurance	
Each Accident	Statutory
Each Employee for Disease	Statutory

Numerica shall comply with the requirements of the Worker's Compensation Act of Colorado and shall provide worker's compensation insurance to protect Numerica from and against any and all worker's compensation claims arising from the performance of services under this Agreement.

ii. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum combined single limits of two million dollars (\$2,000,000) each occurrence and three million dollars (\$3,000,000) aggregate. The policy shall be

applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractor and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an “occurrence” basis as opposed to a “claims made” basis. This insurance must pay on behalf of Numerica all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

**iii. Data Breach Insurance.** Data Breach insurance with first party coverage of one hundred thousand dollars (\$100,000) and third party coverage of five hundred thousand dollars (\$500,000). Coverage shall insure against information theft, damage to or destruction of electronic information, negligent release of private information by Numerica or its subcontractors, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties. This insurance must pay on behalf of Numerica sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

**iv. Commercial Automobile Liability Insurance.** Commercial automobile liability insurance with minimum combined single limits for bodily injury and property damages of not less than one million dollars (\$1,000,000) each occurrence with respect to each of Numerica’s owned, hired, and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Commercial automobile liability insurance must cover Numerica for all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by the occurrence up to the specified limits of liability for each occurrence.

**v. Professional Liability Insurance.** Errors and omissions or professional liability insurance with a minimum coverage amount of two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) aggregate and for two years beyond the completion of all Services.

**b. Other Insurance Terms.**

**i.** The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best’s Key Rating Guide. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Numerica.

**ii.** The policies required above shall be primary insurance, and any insurance carried by the CISC or any Member Agency, their officers, or their employees shall be excess and not contributory insurance to that provided by Numerica. No additional insured endorsement to the policies required above shall contain any exclusion for bodily injury or property damage arising from completed operations. Numerica shall be solely responsible for any deductible losses under any policy required herein.

iii. The required commercial general liability, data breach, and commercial automobile liability policies shall be endorsed to name the CISC as certificate holder and name the CISC, each Member Agency, and their elected officials, officers, employees, and agents as additional insureds. The required worker's compensation and errors and omissions or professional liability policies shall be endorsed to include the CISC as a certificate holder. The policies shall provide that the CISC will receive notice no less than 30 days prior to cancellation, termination, or a material change to the policies.

iv. Numerica shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

v. Failure on the part of Numerica to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the CISC may immediately terminate this Agreement, or, at the CISC's discretion, the CISC may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the CISC shall be repaid by Contractor to the CISC upon demand, or the CISC may offset the cost of the premiums against any monies due to Numerica from the CISC.

vi. The CISC has the right to request and receive a certified copy of any policy and any endorsement thereto.

c. **Insurance Certificates.** If requested by the CISC, Numerica shall deliver to the CISC certificates of insurance as evidence that policies providing any and all required coverages and limits are in full force and effect. These certificates will serve as an indication to the CISC that Numerica has acquired all necessary insurance; however, the CISC may require that certified copies of the insurance policies be submitted and may withhold payment for Services until the applicable insurance policies are received and found to be in accordance with the Agreement. Insurance limits must be indicated on each certificate of insurance.

## **9. Indemnification and Hold Harmless.**

a. Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with any third-party claim, action, suit, or proceeding (a "Claim") proximately caused by Numerica's acts or omissions, except to the extent that such Claims were caused by the breach, negligence, error, violation of law or willful or other act or misconduct of the CISC or a Member Agency.

b. Each Party shall be liable for all liability, loss, damage, expense, and costs proximately caused by its own acts or omissions.

## **10. Intellectual Property Indemnification.**

a. **Definition.** "Intellectual Property" means copyrights, trademarks, trademark applications (including intent-to-use applications), trade names, moral rights, trade secrets,

patents, patent applications, inventions, invention disclosures, know-how, designs, and other items commonly recognized as intellectual property under the laws of the United States or any other country.

**b. Indemnification.** In the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with such Claim, whether or not such Claim is successful.

**c. Remedies for an Infringement Claim.**

**i.** Notwithstanding and in addition to Numerica's indemnification obligation set forth in Section 10.b, in the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, or if in Numerica's reasonable opinion the Services are likely to become the subject of such a Claim of infringement, Numerica will (1) procure for the CISC and each Member Agency the right to continue using the Services; (2) replace or modify the Services so that they become non-infringing (such a modification or replacement shall be materially similar to the original); or, (3) if neither (1) nor (2) is achieved despite Numerica's reasonable efforts, terminate a particular Statement of Work or this Agreement. Numerica's indemnification obligation set forth in Section 10.b will survive termination pursuant to this Section 10.c.

**ii.** If Numerica terminates a Statement of Work or this Agreement pursuant to this Section 10.c: (1) within six months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency all fees paid under the terminated Statement of Work or under this Agreement; (2) between six and 12 months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency one half of all fees paid under the terminated Statement of Work or under this Agreement; and (3) 12 months or after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency a pro-rated portion of the fees paid that reflect the remaining portion of the applicable period or term that Services are to be provided at the time of termination.

**d. Exclusive Remedy.** This Section 10 sets forth the CISC's and each Member Agency's sole and exclusive remedy for any Claim of Intellectual Property infringement.

**11. LIMITATIONS OF LIABILITY.**

**a.** IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**b. LIMITATION OF NUMERICA'S LIABILITY.** THE CUMULATIVE LIABILITY OF NUMERICA IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS

LIMITED TO THE GREATER OF (I) THE AMOUNT OF INSURANCE COVERAGE REQUIRED UNDER SECTION 8 APPLICABLE TO THE EVENT(S) GIVING RISE TO NUMERICA'S LIABILITY (REGARDLESS OF WHETHER NUMERICA ACTUALLY PURCHASED CONFORMING INSURANCE) AND (II) THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO NUMERICA'S LIABILITY. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO NUMERICA'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 10.

**c. LIMITATION OF THE CISC'S AND MEMBER AGENCIES' LIABILITY.**

**i.** THE AGGREGATE CUMULATIVE LIABILITY OF THE CISC AND THE MEMBER AGENCIES IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE CISC'S OR THE MEMBER AGENCY'S LIABILITY.

**ii.** EACH MEMBER AGENCY'S LIABILITY IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS FURTHER LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY THE MEMBER AGENCY UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE MEMBER AGENCY'S LIABILITY.

**iii.** THESE LIMITATIONS OF LIABILITY DO NOT LIMIT THE CISC'S AND THE MEMBER AGENCIES' OBLIGATION TO PAY ANY PROJECT FEES TO NUMERICA WHEN DUE.

**d.** NOTHING IN THIS AGREEMENT SHALL BE DEEMED A WAIVER OF THE CISC'S OR ANY MEMBER AGENCY'S PRIVILEGES OR IMMUNITIES PURSUANT TO THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. §§ 24-10-101, *ET SEQ.*

**12. Termination.**

**a. Termination for Breach.** Either Numerica or the CISC may terminate this Agreement if the other commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. This Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

**b. Termination of Joinder.** Any Party may terminate a particular Joinder Agreement and the applicable Member Agency's participation in this Agreement if Numerica or the Member Agency commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. The Joinder Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without

prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

c. **Effect of Termination.** Numerica shall provide no further Services in connection with this Agreement (or a terminated Joinder Agreement) after the effective date of termination. The CISC and each Member Agency shall have no liability for any Services performed after the effective date of termination. Numerica shall be entitled to receive compensation in accordance with this Agreement for any Services completed in accordance with this Agreement. Notwithstanding the above, no Party shall be relieved of liability for damages sustained by virtue of any breach of this Agreement or any other liability obligation that survives the termination or expiration of this Agreement. Except as otherwise expressly provided, upon termination of this Agreement, the CISC and the Member Agencies shall cease use of the Services.

### **13. Confidentiality.**

a. **Definition of Confidential Information.** As used in this Section 13, the word “information” refers to data or information in any form or medium.

i. **Definition.** “Confidential Information” means all information that a Party (a “Disclosing Party”) discloses to another Party (a “Receiving Party”) that falls within one or more of the following categories: (1) any information marked or identified as Confidential Information; (2) any information which the Receiving Party knows or reasonably should know that the Disclosing Party is required to keep confidential under a binding obligation with a third party; and (3) all information provided to a Receiving Party which the Receiving Party knows or reasonably should know could be detrimental to the interests of the Disclosing Party if disclosed or used without authorization, whether or not such information is identified as confidential.

ii. **Exceptions.** Information that falls into any one or more of the following categories will not constitute Confidential Information: (1) information that is or becomes part of the public domain through no fault of the Receiving Party; (2) information that the Receiving Party can show was known by it prior to its receipt from the Disclosing Party; (3) information that the Receiving Party can show was independently developed by or for it without relying on any Confidential Information; (4) information that the Receiving Party can show was rightfully received from a third party who is not under any obligation to maintain the confidentiality of such information, under circumstances not involving a violation of the rights of the Disclosing Party.

iii. **Court Order.** The Receiving Party will not be in breach of the obligations hereunder to the extent that, based upon the advice of counsel, it provides Confidential Information under a court order or discloses Confidential Information as required by law. Before the Receiving Party discloses Confidential Information under this Section 13.a.iii, it must immediately notify the Disclosing Party of the court order or legal requirement, must give the Disclosing Party a reasonable opportunity to contest or limit the required disclosure, and must provide reasonable assistance at the Disclosing Party’s expense, except to the extent it is illegal to do any of the foregoing.

**b. Protection of Confidential Information.** Except as otherwise provided or permitted in this Agreement, the Receiving Party will not do any of the following, directly or indirectly, without the written consent of the Disclosing Party: (i) disclose, transfer, or otherwise communicate to any third party any Confidential Information; or (ii) use Confidential Information for any purpose. The Receiving Party will not permit any of its respective agents or employees to take any action prohibited by this Section 13.b.

**c. Availability of Injunctive Relief.** The unauthorized use or disclosure of Confidential Information would be highly prejudicial to the interests of the Disclosing Party and would materially damage the Disclosing Party. Therefore, the Disclosing Party will be presumed entitled to injunctive relief to protect its Confidential Information against unauthorized disclosure or use in violation of this Agreement.

**d. Return of Confidential Information.** Upon termination of this Agreement: (i) the Receiving Party will at its option, immediately destroy or deliver to the Disclosing Party the originals and all copies of any and all materials and writings received from, created for, or belonging to the Disclosing Party which relate to or contain any Confidential Information; and (ii) the Receiving Party will permanently delete any and all Confidential Information from all computers and other electronic data storage devices in the Receiving Party's or its agent's or employee's control. If the Receiving Party opts to destroy the Confidential Information, it will provide a written certification of the destruction of the Confidential Information to the Disclosing Party.

**14. Member Agencies' Data.** Each Member Agency grants to Numerica a limited right and license to use that Data (defined in SOW 01) originated by that Member Agency solely for the purposes set forth herein. The foregoing license shall terminate if the Member Agency terminates its Joinder Agreement. All the Data in the Data Warehouse is and shall remain the sole property of the originating Member Agency. Other than the rights granted herein, the Member Agencies reserve all rights in and to the Data. All Data shall be considered Confidential Information. No ownership rights are being conveyed to Numerica hereunder.

**15. Ownership of Numerica's Proprietary Rights.** Except as otherwise expressly stated in this Agreement and to the extent applicable, all Services are licensed or provided as a service to the CISC and the Member Agencies and not sold (notwithstanding the use of the term "purchase", if used herein). Except as otherwise expressly stated, all Intellectual Property rights associated with the Services are the exclusive property of Numerica or its licensors. All rights in and to the Services and Numerica's other Intellectual Property not expressly granted to the CISC or the Member Agencies are reserved by Numerica. No ownership rights are being conveyed to the CISC or to a Member Agency hereunder.

**16. Restrictions.**

**a.** Except to the extent expressly provided otherwise in this Agreement, the CISC and each Member Agency will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any part of the Services; (ii) provide, lease, lend, or otherwise use or allow person not a Party to this Agreement to access or use the Lumen Client Software Service; (iii) list or otherwise display or copy any object code of any part of the Services; (iv) develop any improvement, modification, or derivative work to

any Services or include a portion thereof in any other equipment or item; (v) allow the transfer, transmission, export, or re-export of any Services (or any portion thereof) or of Numerica's technical data; or (vi) perform benchmark tests without the prior written consent of Numerica (any results of such permitted benchmark testing shall be deemed Numerica's Confidential Information). Notwithstanding these restrictions, nothing herein shall prevent a Member Agency or any third party from developing software that interfaces with the API or Numerica's public application programming interfaces, if any.

b. Notwithstanding the foregoing or any statement to the contrary in this Agreement, nothing herein alters any provision of an open source software license that applies to those portions of the Services that constitutes or incorporates open source software. Except to the extent it constitutes open source software or as otherwise expressly provided for herein, all source code and algorithms associated with the Services is considered Numerica's Confidential Information.

**17. Export Control.** The Services may be subject to export controls under U.S. and foreign laws and regulations. The CISC and Member Agencies are solely responsible for ensuring compliance with U.S. and foreign export control laws and regulations. Neither the CISC nor any Member Agency shall transfer, export, or re-export, directly or indirectly, any Services to any country outside the United States or to any prohibited person, entity, or end-user as specified by U.S. export controls including, but not limited to, anyone on the United States Treasury Department's list of Specifically Designated Nationals, the U.S. Commerce Department's Denied Persons List, or the U.S. State Department's List of Statutorily Debarred Parties.

**18. Lumen Agreement | SOW 03.**

a. The CISC and Numerica shall not permit any Member Agencies who have not joined the Lumen Agreement as of the Effective Date hereof to join the Lumen Agreement. Going forward, all Member Agencies who have not joined the Lumen Agreement and who desire to use the Lumen Client Software Services may do so through SOW 03 to this Agreement.

b. When the term or subscription period applicable to a Member Agency who joined the Lumen Agreement expires, Numerica and the CISC shall not permit the Member Agency to renew for continued Lumen Client Software Service under the Lumen Agreement.

c. A Member Agency may terminate its joinder to the Lumen Agreement if it elects to receive the Lumen Client Software Services pursuant to SOW 03. When all the joinders for the parties who joined Lumen Agreement have terminated or expired and Lumen is not obligated to provide services under the Lumen Agreement, the Lumen Agreement shall terminate without any further action required.

**19. Notices.** Notices to be provided under this Agreement shall be given in writing and delivered in person, by email, or by U.S. Mail. The notice information set forth below may be changed by giving notice to the other Party.

Colorado Information Sharing Consortium (CISC) Attn: Mr. David Shipley, Executive Director 15001 East Alameda Parkway	With a copy to (CISC): Fairfield and Woods, P.C. Attn: Mr. Ryan Tharp
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*Services Agreement for a Law Enforcement Data Warehouse*

Aurora, CO 80012 dshipley@adcogov.org	1801 California St. Ste. 2600 Denver, CO 80202 rtharp@fwlaw.com
Numerica Corporation Attn: Mr. Jeff Poore 5042 Technology Parkway, Ste. 100 Fort Collins, CO 80528 jeff.poore@numerica.us	

**20. General Terms.**

**a. Further Assurances.** Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carry out this Agreement.

**b. Amendments.** Amendments to this Agreement must be in writing and signed by all affected Parties. An amendment which alters the rights of a Member Agency shall only be binding on that Member Agency if it is signed by that Member Agency.

**c. Entire Agreement.** This Agreement is the complete and exclusive statement of all agreements between the Parties, and this Agreement supersedes all prior proposals and understandings, oral and written, relating to the subject matter hereof.

**d. Assignment.** Numerica may not assign this Agreement nor delegate any obligation, in whole or in part, to any third party without the CISC's prior written consent; *provided, however*, that Numerica may assign this Agreement and all of its rights and obligations hereunder, without the prior written consent of the CISC, in connection with the sale, transfer, or other disposition by Numerica of all or substantially all of its assets or a controlling interest in Numerica. Any assignment or attempted assignment of this Agreement not permitted by this Section 20.d will be void.

**e. Governing Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Colorado, without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in state or federal court located in Denver, Colorado.

**f. JURY TRIAL WAIVER.** EACH PARTY AND EACH MEMBER AGENCY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**g. Dispute Resolution.** If any claim, disagreement, issue, or dispute arising out of or in connection with this Agreement (a "Dispute") between any combination of Parties cannot be resolved by those Parties, one or more of the Parties to the Dispute shall notify the CISC of the Dispute by delivering a written statement to the CISC's Project Manager specifying the nature of the Dispute (each Party to the Dispute may, if desired, submit a written statement). Each of the Parties to the Dispute shall appoint a senior level representative. The CISC's Project Manager shall schedule a time for the authorized representatives to meet in-person. Beginning on the date of the meeting and ending no less than 10 days thereafter (the "Resolution Period"), the Parties to the Dispute shall attempt in good faith to resolve the Dispute. The CISC's Project Manager may be the CISC's authorized representative. NO PARTY MAY INITIATE ANY COURT OR

ADMINISTRATIVE ACTION, SUIT, OR PROCEEDING AGAINST ANY OTHER PARTY UNDER THIS AGREEMENT UNTIL THE END OF THE RESOLUTION PERIOD.

**h. Authority; Non-Contravention.** Each Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Numerica represents and warrants that neither the execution and delivery of this Agreement nor the performance or delivery of the Services will conflict with, result in a breach of, or constitute a default under any agreement, contract, or other arrangement to which Numerica is a party or by which it is bound.

**i. No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement confers any rights or remedies on any persons other than the Parties and their respective successors and permitted assigns.

**j. Audit.** Each Party or any of their duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the other which are pertinent to such Party's performance under this Agreement for the purpose of making an audit, examination, or excerpts. Each Party shall provide any documentation necessary to prepare all reporting reasonably required by another Party, and shall keep all books, documents, papers, and records which are pertinent to its performance for a minimum period of two years.

**k. Severability.** If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted. If modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.

**l. Force Majeure.** No Party shall be liable for any delay in or failure of performance of any obligation, nor shall any delay or failure constitute default or give rise to any liability, if and only to the extent that such delay or failure is caused by a "force majeure" event. "Force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, or other causes that are not within such Party's control, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.

**m. LIENS AND ENCUMBRANCES.** NUMERICA SHALL NOT HAVE ANY RIGHT OR INTEREST IN ANY OF THE CISC'S OR ANY MEMBER AGENCY'S ASSETS, NOR ANY CLAIM OR LIEN WITH RESPECT THERETO, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

**n. Waiver.** No covenant or term of this Agreement shall be deemed to be waived by any Party except in a writing signed by a person authorized by such Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.

**o. Non-Appropriation.** Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the CISC and each Member Agency beyond the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1 of the first fiscal year for which funds are not appropriated.

**p. Public Trust.** Numerica shall not offer or provide anything of benefit to any Authority official or employee that would place the official or employee in a position of violating the public trust in violation of C.R.S. § 24-18-109, as amended.

**q. Equal Employment Opportunity.** While performing this Agreement, Numerica shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, mental or physical disability, or age.

**r. Illegal Aliens.** Numerica certifies, represents, and warrants that it does not knowingly and will not knowingly (i) employ or contract with any illegal aliens to perform work or (ii) contract with a subcontractor who knowingly employs or contracts with any illegal aliens to perform work. Numerica shall use the E-Verify program to confirm the employment eligibility for all employees who are newly hired to perform Services. The provisions of C.R.S. § 8-17.5-102(2) are incorporated by reference.

**s. Open Records.** The Parties understand that certain material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-202, *et seq.*

**t. Pecuniary Gain.** In accordance with C.R.S. § 24-72-305.5, Numerica represents, warrants, and affirms that it will not use any records of official actions, any criminal justice records, or any information contained therein for the purpose of soliciting business for pecuniary gain.

**u. Survival of Terms and Conditions.** Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

**v. Headings.** Descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

**w. Counterparts.** This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

[signature page follows]

*Services Agreement for a Law Enforcement Data Warehouse*

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

**COLORADO INFORMATION SHARING  
CONSORTIUM**

**NUMERICA CORPORATION**

By: Vince Line  
Vince Line (Jul 25, 2016)

By: .....

Name: Vince Line  
Title: Board Chair

Date: Jul 25, 2016

By: Jeff Poore

By: .....

Name: Jeff Poore  
Title: President

Date: Jul 23, 2016

Date: .....

## EXHIBIT A

### STATEMENT OF WORK 01: INTEGRATION OF A DATA WAREHOUSE

1. **Definitions.** In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.
  - a. **“Data”** means Records which Numerica integrated into the Data Warehouse.
  - b. **“Data Source”** means a Member Agency’s System that contains Records to be integrated into the Data Warehouse. Records management systems (“RMS”), jail management systems (“JMS”), and computer aided dispatch systems (“CAD”) are all Data Sources. A single instance of a Member Agency’s System containing Records originated by one Member Agency constitutes a single Data Source, whereas a single instance of a Member Agency’s System containing Records originated by two or more Member Agencies may, depending on the configuration and in Numerica’s reasonable determination, constitute more than one Data Source.
  - c. **“Records”** means law enforcement and criminal justice records contained in a Member Agency’s Data Source.
  - d. **“SOW 01 Member Agency”** means a Member Agency that does not currently receive the Lumen Client Software Services from Numerica (either under the Lumen Agreement or otherwise), as further identified on Attachment A-1.
2. **Basic Overview.** Subject to this SOW 01 and this Agreement, Numerica shall: (a) use its existing law enforcement and criminal justice database to provide the CISC and Member Agencies with a scalable data warehouse hosting Member Agencies’ Data (the “Data Warehouse”); and (b) integrate Records from the Member Agency’s Data Sources into the Data Warehouse.
3. **Integration of Records.**
  - a. **Initial Data Sources.** Numerica shall integrate into the Data Warehouse the Records contained in one RMS, one JMS, and one CAD Data Source for each Member Agency who joins this Agreement before October 1, 2016. Any Member Agency may elect to have additional Records from additional Data Sources integrated into the Data Warehouse pursuant to the terms of Section 4 of this SOW 01.
  - b. **10 Years of Data.** For each Data Source, Numerica shall only integrate the Records made available by the Member Agency and which were created on or after January 1, 2007. Because it may be technically infeasible or impractical to require that no records may be integrated before a certain date, Numerica may, at its discretion, integrate additional Records created before such date.
  - c. **Information Numerica Needs.** Numerica will use commercially reasonable efforts to identify the resources and information Numerica expects to use in integrating a

Member Agency's Records and will provide an initial itemized list of the same to the Member Agency.

**d. Member Agency Right to Limit Records.** Each Member Agency may withhold certain Records, individually or as a class or type, from integration into the Data Warehouse.

**e. Timeline; Delays.** Numerica shall complete the integration of the Records, as delineated by the submission of the Completion Checklist, before December 31, 2016 (the "Deadline"). If Numerica is unable to meet the Deadline due to delays on the part of the CISC or a Member Agency, then the Deadline shall be reasonably extended to reflect the impact of the delay on Numerica's performance. If Numerica is unable to meet the Deadline due to any other reason, then the CISC may extend the Deadline at its discretion.

**f. Incorporation of Member Agencies' Existing Lumen Data.** Member Agencies that receive the Lumen Client Software Service under the Lumen Agreement or otherwise as of the Effective Date of this Agreement have already had their Records integrated into a database run by Numerica. Upon such a Member Agency joining this Agreement, those Records shall be considered Data in the Data Warehouse.

#### **4. Additional Data Sources.**

**a. Types of Data Sources.** A Member Agency may elect to have Numerica integrate Records from additional Data Sources into the Data Warehouse at additional cost. Additional Data Sources fall into one of the following two categories:

**i. Standard.** A "Standard Data Source" is a Data Source which either:  
(1) has a set of Records stored in a single commercial off-the-shelf database accessible via ODBC, where such Records are generated by a single commercial off-the-shelf product, and the data dictionary and entity relationship diagrams for such records can be provided to Numerica or (2) has a set of Records available on a network-accessible file server owned by the agency and stored in standard, commercial-off-the-shelf formats.

**ii. Non-Standard.** A "Non-Standard Data Source" is any Data Source that does not meet the definition of a Standard Data Source.

**b. Costs.** The cost to integrate Records from additional Data Sources is as follows:

Each additional Standard Data Source (containing up to two million Records to be integrated or equivalent as determined by Numerica)	\$1,900.00 each
Each additional two million Records to be integrated (or equivalent as determined by Numerica) per Standard Data Source	\$950.00 each
Each additional Non-Standard Data Source	To be negotiated on a case by case basis

**c. Process for Adding Data Sources.** Any election to have Numerica integrate Records from additional Data Sources shall be in writing and signed by Numerica and the

Member Agency. Numerica shall confirm the Project Fee associated with such Services before beginning any integration Services.

**i. Before Oct. 1, 2016.** If a Member Agency elects to integrate Records from additional Data Sources before October 1, 2016, the integration shall be completed by the Deadline and subject to acceptance with the other Data Sources. Numerica shall add the additional cost to the Project Fee and the Member Agency shall remit the additional cost to the CISC for payment to Numerica.

**ii. After Oct. 1, 2016.** If a Member Agency elects after October 1, 2016, to integrate Records from additional Data Sources, integration may not be completed before the Deadline. Numerica shall submit an invoice for the fees associated with these integration Services directly to the Member Agency and the Member Agency shall pay the same within 45 days of the Member Agency's receipt of the invoice, unless the Parties agree otherwise in writing.

**5. Member's Responsibilities.** Each Member Agency shall complete the following in order for Numerica to integrate the Records into the Data Warehouse:

**a.** Determine whether: (i) to utilize a push mechanism whereby the Member Agency shall be responsible for providing Records to Numerica over the internet in a manner compliant with the CJIS Security Policy for integration into the Data Warehouse (the "Push Mechanism") or (ii) to utilize a pull mechanism whereby the Member Agency shall make available the relevant Member Agency's Systems, including the Data Sources containing Records to be integrated, to allow Numerica to extract copies of Records for integration into the Data Warehouse, including making the Member Agency's Systems available to Numerica via remote access (the "Pull Mechanism").

**b.** Make available to Numerica documentation concerning the Data Sources containing Records to be integrated, including data dictionaries and entity relationship diagrams (Numerica shall sign reasonable non-disclosure agreements if required).

**c.** Provide all necessary infrastructure and software information, including without limitation TCP/IP addresses, node names, and network configuration, which is necessary for Numerica to provide the Services.

**d.** Configure its Data Sources to restrict Records that the Member Agency does not wish to be integrated into the Data Warehouse from being made available to Numerica.

**e.** Provide Numerica with any desired Data Access Rules (defined in Section 7 of this SOW 01).

**f.** Identify to Numerica any Records which constitute Criminal Intelligence (defined in Section 7.b of this SOW 01).

**g.** Provide to Numerica the assistance, participation, review, and approvals necessary for Numerica to perform its obligations under this Agreement, including without limitation participation in acceptance testing of the integration services.

**h.** Notify Numerica in a timely manner of any network, machine, or Data Source maintenance that may impact the performance of the Data Warehouse.

**i.** Provide to Numerica timely, accurate, complete, and up-to-date documentation and information reasonably required by Numerica to perform the integration services and ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide the foregoing.

**6. Authorization of and Assistance with Push/Pull Mechanisms.**

**a.** For Member Agencies utilizing the Push Mechanism, Numerica shall provide reasonable technical support in connection with the Push Mechanism.

**b.** For Member Agencies utilizing the Pull Mechanism, (i) the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of Numerica's performance under this Agreement, (ii) Numerica shall coordinate with the Member Agencies to install all necessary software to effectuate the Pull Mechanism, and (iii) the Member Agency shall provide any proprietary software drivers that are necessary for Numerica to connect to the Data Sources.

**7. Data Access Rules.** Numerica shall implement the following Data access rules (each, a "Data Access Rule").

**a. CJIS Policy Assumed to Apply.** Data that constitutes law enforcement or criminal justice records shall only be made available to and shared with qualifying law enforcement agencies in compliance with the CJIS Security Policy. If a question arises about whether Data constitutes law enforcement or criminal justice records, the presumption is and shall be that the Data constitutes law enforcement or criminal justice records and that the CJIS Security Policy applies.

**b. Criminal Intelligence.**

**i.** The term "Criminal Intelligence" means Data identified by the originating Member Agency as meeting the definition of criminal intelligence under 28 C.F.R. Part 23. Each Member Agency shall accurately identify to Numerica its Data which qualifies as Criminal Intelligence.

**ii.** A Member Agency shall only have access to Criminal Intelligence originated by that Member Agency. As of the Effective Date of this Agreement, the Data Warehouse will not have the capability to perform inter-jurisdictional sharing of Criminal Intelligence in compliance with 28 C.F.R. Part 23, and therefore the sharing of Criminal Intelligence outside of the originating Member Agency by and through the Data Warehouse is forbidden.

**c. Sharing with Member Agencies.** All Data (with the exception of Data identified as Criminal Intelligence) shall be made available to and shared with the Member Agencies through the API (for clarity, Data shared through the API will be available to Member Agencies though the Lumen Client Software Service and potentially through Authorized Third Parties).



Member Agencies may not restrict this Data Access Rule. Each Member Agency shall treat the Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

**d. Sharing with Non-Member Agencies.**

**i. Through Lumen.** All Data (with the exception of Data identified as Criminal Intelligence) shall *by default* be made available to and shared with other law enforcement agencies who are not Member Agencies of the CISC (each, a “Non-Member Agency”) by and through the Lumen Client Software Service. Numerica shall ensure that each Non-Member Agency who accesses Data through the Lumen Client Software Service is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

**ii. Through Other Providers.** The CISC may authorize Numerica to, and if so requested Numerica shall, make available and share Data with Non-Member Agencies by and through an Authorized Third Party (defined in Section 6.a of SOW 02). The CISC shall ensure that each Non-Member Agency who accesses Data through an Authorized Third Party is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

**iii. General.** Non-Member Agencies may be located within or outside of Colorado. The CISC may restrict all or any portion of the Data from being shared with all or any Non-Member Agencies. Each Member Agency may restrict all or any portion of the Data it originates from being shared with all or any Non-Member Agencies.

**e. Sharing with Certain Non-Law Enforcement Entities.** No Data shared with non-law enforcement entities may contain any law enforcement or criminal justice records. The CISC may grant access to Data to non-law enforcement entities to the extent not restricted by a Member Agency. A Member Agency may grant access to Data it originated to non-law enforcement entities. Each Member Agency may restrict all or any portion of the Data it originated from being shared with all or any non-law enforcement entities.

**f. Other Data Access Rules.** Numerica shall implement any other Data Access Rules requested by a Member Agency for the Data originated by that Member Agency, provided that the request complies with this Agreement. Numerica shall implement any other Data Access Rules requested by the CISC that complies with this Agreement. If the CISC or a Member Agency requests a Data Access Rule that is technically infeasible or reasonably technically impractical to implement, Numerica shall inform the CISC and the Member Agency in a timely manner and Numerica shall have no obligation regarding same.

**8. Documentation.** Numerica shall provide to the CISC and to each Member Agency all documentation necessary to enable the CISC and each Member Agency to use the Data Warehouse for the purposes set forth in this Agreement.

**9. Acceptance.**

**a. Acceptance of Integration Services.** Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the integration of a Member Agency's Records into the Data Warehouse (the "Integration Checklist"). Upon completion of the integration services for an individual Member Agency, Numerica will present the Member Agency with the Integration Checklist. For 10 days after the date on which the Member Agency received the Integration Checklist, the Member Agency may reject such integration services by notifying Numerica in writing of the reasons why the integration services did not conform to the Integration Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Integration Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Integration Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the integration services or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted such integration services.

**b. Acceptance of Services Subject to the Deadline.** Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the Services subject to the Deadline (the "Completion Checklist"). When Numerica believes that the Services are complete, Numerica will present the CISC with the Completion Checklist. For 10 days after the date on which the Member Agency received the Completion Checklist, the CISC may reject the Services by notifying Numerica in writing of the reasons why the Services did not materially conform to the Completion Checklist or this Agreement. For the avoidance of doubt, the CISC can only reject the foregoing services if they do not materially conform to the Completion Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Completion Checklist to the CISC and the process will be repeated, with the CISC having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If the CISC notifies Numerica in writing that it accepts the Services or does not respond to a the Completion Checklist within 10 days of receiving the same, then the CISC shall be deemed to have accepted the Services.

**10. Project Fee.** The Project Fee for the Services subject to the Deadline is \$193,088, which may be increased or decreased as provided for herein.

**a. Reduction in Fee for Member Agency Non-Participation.** The Project Fee shall be reduced if a SOW 01 Member Agency does not join this Agreement by October 1, 2016. In such case, the Project Fee shall be reduced by an amount equal to \$27.50 multiplied by the number of full time equivalent ("FTE") certified peace officers employed by that Member Agency as of the Effective Date of this Agreement. Notwithstanding anything to the contrary, the Project Fee shall not be reduced below \$120,000.

**b. Additional Fees for Additional Participation.** The Project Fee shall be increased if a law enforcement entity that is not a SOW 01 Member Agency joins this Agreement on or before October 1, 2016. In such case, the Project Fee shall be increased by an amount equal to \$27.50 multiplied by the number of FTE certified peace officers employed by the newly-joined Member Agency as of the effective date its joinder. Notwithstanding the foregoing, if such an entity's Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then the Project Fee shall not be increased and those integrated Records shall be considered Data in the Data Warehouse.

**11. Payment Terms.**

**a.** Numerica shall submit two invoices to the CISC. The first invoice shall be for \$154,000 and the second invoice shall be for the remainder of the Project Fee (if the payment made under the first invoice is greater than the Project Fee, then Numerica shall refund the excess amount to the CISC). Numerica may submit the first invoice upon execution of this Agreement. Numerica may submit the second invoice upon the CISC's acceptance of the Services pursuant to Section 9.b. In the event acceptance has not been completed due to CISC or Member-caused delays, the Parties will work together in good faith to determine an interim payment representative of the completed Services. The CISC shall pay proper invoices for the Project Fee no later than 45 days after the CISC's receipt of an invoice. These fees are not being passed on to the Member Agencies.

**b.** If invoiced to the CISC, the CISC will pass all fees under Section 4, Section 10.b, and Section 13 to the appropriate Member Agencies.

**12. Effective Date; Cross Termination.** This SOW 01 shall become effective on the Effective Date. If SOW 02 becomes effective, then SOW 01 and SOW 02 are required to both be in effect. If either of SOW 01 or SOW 02 terminates, then the other shall also terminate.

**13. Adding Additional Member Agencies after October 1, 2016.** After October 1, 2016 and during the period that Numerica is performing Services under SOW 02, additional law enforcement agencies may join this Agreement. Upon such joinder, Numerica shall integrate the Records of the new Party consistent with Section 4 of this SOW 01 and otherwise consistent with this Agreement (meaning, for clarity, that each of the new Party's Data Sources will be treated as additional Data Sources). The Project Fee shall be determined based on the number of Data Sources and Records integrated pursuant to Section 4.b of this SOW 01. Numerica shall invoice the Project Fee for these Services directly to the new Party and the new Party shall pay the same within 45 days of its receipt of the invoice, unless the Parties agree otherwise in writing. The integration of these Records will not be subject to the Deadline. Notwithstanding the foregoing, if such new Party's Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then there shall be no Project Fee associated with those Records and those integrated Records shall be considered Data in the Data Warehouse.

[end]

**ATTACHMENT A-1**

**LIST OF SOW 01 MEMBER AGENCIES**

- |   |  |
|---|--|
| 1. Adams County Sheriff's Office          | 22. Erie Police Department                             |
| 2. Arapahoe County Sheriff's Office       | 23. Federal Heights Police Department                  |
| 3. Aspen Police Department                | 24. Fountain Police Department                         |
| 4. Aurora Police Department               | 25. Garfield County Sheriff's Office                   |
| 5. Avon Police Department                 | 26. Glendale Police Department                         |
| 6. Brighton Police Department             | 27. Golden Police Department                           |
| 7. Carbondale Police Department           | 28. Grand Junction Police Department                   |
| 8. Castle Rock Police Department          | 29. Greenwood Village Police Department                |
| 9. Cherry Hills Village Police Department | 30. Jefferson County Sheriff's Office                  |
| 10. Colorado Department of Public Safety  | 31. Littleton Police Department                        |
| 11. Colorado Springs Police Department    | 32. Lone Tree Police Department                        |
| 12. Columbine Valley Police Department    | 33. Mesa County Sheriff's Office                       |
| 13. Craig Police Department               | 34. Moffat County Sheriff's Office                     |
| 14. Denver Police Department              | 35. New Castle Police Department                       |
| 15. Denver Sheriff's Department           | 36. Northglenn Police Department                       |
| 16. Douglas County Sheriff's Office       | 37. Parker Police Department                           |
| 17. Durango Police Department             | 38. Rifle Police Department                            |
| 18. Eagle County Sheriff's Office         | 39. Sheridan Police Department                         |
| 19. Eagle Police Department               | 40. Silt Police Department                             |
| 20. Edgewater Police Department           | 41. Thornton Police Department                         |
| 21. Englewood Police Department           | 42. University of Colorado at Denver Police Department |
|   | 43. Vail Police Department                             |

[end]

## EXHIBIT B

### STATEMENT OF WORK 02: PROVISION OF A DATA WAREHOUSE SERVICE

1. **Basic Overview.** Subject to this SOW 02 and this Agreement, Numerica shall:  
(a) provide the Data Warehouse as a service and provide the API, any other related software or software services as a service, and all related documentation necessary to use the Data Warehouse as a service (collectively, the “Data Warehouse Service”) to the CISC and to the Member Agencies; (b) maintain and operate the Data Warehouse Service; (c) update and refresh the Data in the Data Warehouse via a Data Source refresh process; and (d) provide reasonable technical support services for the Data Warehouse Service.

2. **Provision of Data Warehouse as a Service.**

a. Subject to this SOW 02 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Data Warehouse Service during the Term (and as required thereafter) as a service to each Member Agency.

b. Subject to this SOW 02 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, limited right and license during the Term (and as required thereafter) to use the Data Warehouse Service to each Member Agency.

3. **Application Programming Interface.**

a. **API.** Numerica shall provide to the CISC and to each Member Agency an application programming interface and any related documentation (the “API”) for the Data Warehouse that permits the search of and access to the Data in the Data Warehouse.

b. **License to API.** Subject to the limitations and restrictions herein, Numerica grants to the CISC and to each Member Agency a fully-paid up, royalty free, non-exclusive, non-transferrable, sublicenseable, worldwide right and license to use and make calls to and to permit others to use and make calls to the API to search and access the Data in the Data Warehouse on behalf of the Member Agencies (the “API License”). Nothing in this Agreement shall limit Numerica’s right to use or to permit third parties to use the API, provided that no access to the Data is allowed by such use. The API License shall terminate 30 days after this SOW 02 terminates.

c. **API Support.** Numerica shall provide general technical support and documentation to the CISC, Member Agencies, and Authorized Third Parties to enable the use of the API and the Data Warehouse Service. Numerica’s support under this SOW 02 is not intended to provide software engineering or software design services.

d. **Limitation on API Usage.** If an entity’s use of the API is unreasonably excessive or causes a significant degradation in performance of the Data Warehouse Service, Numerica may temporarily limit the use of the API by that entity. If Numerica temporarily limits API use, Numerica shall notify the entity’s whose use was limited and the CISC. Numerica, the CISC, and the impacted entities shall work with Numerica to resolve the issue.

**4. Data Refresh.**

a. Under SOW 01, Numerica integrated Records from certain Data Sources controlled by the Member Agencies. Numerica shall ensure that the Records integrated into the Data Warehouse are updated and refreshed on a regular basis, but not less than once every other day. Numerica shall monitor the Data Source refresh cycle and notify the CISC and the affected Member Agencies of any significant delays or interruptions in the Data Source refresh process.

b. For Member Agencies utilizing the Pull Mechanism, Numerica shall use reasonable efforts consistent with prevailing industry standards to ensure the uninterrupted, continuous operation of the Pull Mechanism. If a Member Agency elected to use the Pull Mechanism, the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of performing the services described herein.

c. For Member Agencies utilizing the Push Mechanism, Numerica shall provide commercially reasonable technical support to ensure that the Push Mechanism is operating properly.

d. Only Data not more than 10 years old shall be stored in the Data Warehouse, although Numerica, in its discretion, may incorporate more Data. As Numerica refreshes the Data, Numerica will delete Data in the Data Warehouse that is older than 10 years and will replace it with current Data. A Member Agency may elect to have Data more than 10 years old stored in the Data Warehouse at additional cost to that Member Agency.

**5. Update Data Access Rules.** Numerica shall in a timely manner implement new Data Access Rules and changes to existing Data Access Rules requested by a Member Agency for the Data that the requesting Member Agency originated, provided that the request complies with this Agreement. Numerica shall in a timely manner implement any new Data Access Rules or changes to existing Data Access Rules requested by the CISC that complies with this Agreement.

**6. Third Parties Access to Data and the API.**

a. **Authorization of Third Parties.** The CISC and each Member may authorize third parties (each, an "Authorized Third Party") to access the Data and use of the API; *provided, however*, that before a Member Agency grants any such authorization, the Member Agency shall first obtain the written approval of the CISC (which approval shall not be unreasonably withheld). Numerica may not unilaterally permit any third party to access the Data without the written approval of the CISC (except as otherwise authorized in this Agreement).

b. **CJIS Security Policy.** Before accessing the Data or using the API, an Authorized Third Party shall: (i) agree to comply with the CJIS Security Policy; (ii) execute and deliver to the CISC a copy of the Security Addendum to the CJIS Security Policy; (iii) enroll in and maintain its participation in the CJIS Vendor Management Program operated by the CBI (and provide documentation verifying such enrollment and participation to the CISC when requested); and, (iv) upon the CISC's request, submit to an audit by CBI concerning the Authorized Third Party's compliance with the CJIS Security Policy.

**c. Notice to Numerica.** Prior to an Authorized Third Party accessing any Data or using the API, the CISC shall provide written notification to Numerica specifying: (i) the legal name and contact information of the Authorized Third Party; (ii) any restrictions on the Authorized Third Party's access to certain Data; (iii) any restrictions on the Authorized Third Party's use of the API; and (iv) any other restrictions on or relevant information concerning the Authorized Third Party.

**d. Revocation of Third Party Authorization.** Notwithstanding authorization granted by any Member Agency or the CISC, the CISC may revoke an Authorized Third Party's access to the Data or use the API for any reason or no reason, including non-compliance with this Agreement.

**e. Support.** Numerica will provide technical support of the Data Warehouse Services to Member Agencies, the CISC, and Authorized Third Parties via both telephone and email on weekdays during normal business hours, with the exclusion of federal holidays.

**7. Installation and Acceptance.** The Parties expect that Numerica will not need to install or configure the Data Warehouse Services under this SOW 02 because the Services performed under SOW 01 should enable Numerica to provide the Data Warehouse Services.

**8. Maintenance of Data Warehouse Service.** During the Term, Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Data Warehouse Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Data Warehouse Service to Member Agencies and to Authorized Third Parties, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Data Warehouse Service over the internet as applicable. All or any portion of the Data Warehouse Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Data Warehouse Service disruptions.

**9. Software Error Reporting and Resolution.**

**a. Reporting Errors to Numerica.** If the CISC, a Member Agency, or any third party experiences an Error with the Data Warehouse Service, such entity may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

**b. Error Severity Levels.** Numerica shall assign each reported Error with a "Severity Level" for tracking and response purposes. Severity Levels are described on Attachment B-1. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 of this SOW 02 will not constitute an Error.

**c. Error Resolution.** Numerica shall work to resolve the Error according to Attachment B-2. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

**d. List of Errors.** On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

**10. Remedy for Excessive Errors.**

**a. First Six Months.** In six-month period beginning on the later of (i) the effectiveness of this SOW 02 and (ii) the acceptance of the Services under SOW 01 (pursuant to the Completion Checklist), if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency all Project Fees paid under SOW 01 and SOW 02.

**b. Second Six Months.** In the six month period beginning at the end of the six month period set forth in Section 10.a, if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency 50% of all Project Fees paid under SOW 01 and SOW 02.

**11. Lumen Entitlement.** A Member Agency who receives the Data Warehouse Service under this SOW 02 is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as specified in SOW 03.

**12. Term.** This SOW 02 shall become effective on January 1, 2017, and shall expire on December 31, 2017 (along with any renewal terms, the “Term”). The Term shall automatically renew an unlimited number of times, with each renewal period lasting for one additional year, unless the CISC provides written notification that the then-current Term shall not renew on or before December 1 of the then-current Term. Beginning on April 1, 2019, and annually thereafter, Numerica may provide written notice to the CISC that the then-current Term will not renew, provided that Numerica gives the written notice on or before April 1 of the then-current Term.

**13. Effect of Termination.**

**a. Recovery of Data.** Notwithstanding the termination of the API License, the CISC is entitled download and recover the Data in the Data Warehouse, including by using the API solely for this purpose. Numerica shall provide reasonable help and assistance to the CISC to accomplish this download. Alternatively or additionally, the CISC may require Numerica to provide the Data on one or more physical storage drives. The CISC shall pay to Numerica the actual and reasonable cost of such physical storage drives and reasonable compensation to Numerica, at Numerica’s then standard hourly rate, for Numerica’s services in transferring the Data from the Data Warehouse onto physical storage drives. After the CISC has recovered the



Data, Numerica shall delete the Data from the Data Warehouse and certify in writing to the CISC of the Data's deletion.

**b. Cross Termination.** If this SOW 02 is terminated, then SOW 01 and SOW 03 shall also terminate unless the Parties (or some subset of Parties) otherwise agree in writing.

**14. Project Fee.**

**a.** The Project Fee for the Services to be provided under this SOW 02, on a per-Term basis, shall be calculated by multiplying \$20 by the number of FTE certified peace officers employed by the Member Agencies. The method for determining the Project Fee may not be modified until the Term beginning on January 1, 2020. Beginning on January 1, 2020, the Project Fee may be modified in a manner agreed to by the Parties.

**b.** The CISC shall use reasonable efforts to annually determine the number of FTE certified peace officers employed by the Member Agencies and the CISC shall notify Numerica in writing of the same before December 1 prior to each Term.

**15. Payment Terms.**

**a.** Numerica shall submit two invoices for the Project Fee to the CISC in each Term. Each invoice shall be for one half of the annual Project Fee. Numerica may submit the first invoice after January 1 of each Term. Numerica may submit the second invoice after July 1 of each Term.

**b.** As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies proportionally based on the number of FTE certified peace officers employed by each Member Agency. The CISC shall remit the fees collected from the Member Agencies toward each invoice within 45 days after the CISC's receipt a proper invoice.

[end]

**ATTACHMENT B-1**

**ERROR SEVERITY LEVEL**

<b>Severity Level</b>	<b>Name</b>	<b>Description</b>
Level 1	Critical	(i) For a period of at least 24 continuous hours, the Data Warehouse Service is completely down or there is a major malfunction resulting in an inoperative condition; or (ii) A majority of Member Agency's Systems on which Numerica software is installed crashes or otherwise ceases to function in a reliable manner, in a situation caused by software installed by or on behalf of Numerica.
Level 2	Major	The Data Warehouse Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Data Warehouse Service being usable but severely limited, and any Error which could threaten the use of the Data Warehouse Service.
Level 3	Minor	Errors in the Data Warehouse Service to which there may be a workaround and which do not currently threaten the use of the Data Warehouse Service. Use of the Data Warehouse Service is impaired, but not critically so and users can generally fully use the Data Warehouse Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Data Warehouse Service.

[end]

**ATTACHMENT B-2**

**ERROR RESOLUTION**

Severity Level	Name	Resolution	
		Temporary	Permanent
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]

## EXHIBIT C

### STATEMENT OF WORK 03 LUMEN CLIENT SOFTWARE SERVICE

**1. Definitions.** In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.

**a.** “Lumen Client Software Service” means the hardware, software, applications, and associated documentation that is maintained or installed by Numerica and used by Member Agencies pursuant to this SOW 03 to access, review, search, and analyze Member Agencies’ Data, Law Enforcement Data from Non-Member Agencies which is accessible through the Lumen Client Software, and certain other data and information which does not constitute Law Enforcement Data.

**b.** “Law Enforcement Data” includes the following types of data: (i) criminal justice information, as defined in the CJIS Security Policy; (ii) criminal justice records, as defined in C.R.S. § 24-72-302(4); (iii) information relating to calls for service; (iv) incident data, including original narrative reports; (v) arrest data; (vi) license plate reader data; and (vii) personally identifiable information, as defined in the CJIS Security Policy. The vast majority of the Data in the Data Warehouse constitutes Law Enforcement Data.

**c.** “Lumen Subscription Guide” means the document attached hereto as Attachment C-1 which states the available Subscription Periods, Subscription Licenses, and associated pricing for the Lumen Client Software Service.

**d.** “Subscription License” means the various types of subscriptions to the Lumen Client Software Service offered by Numerica, as further described herein.

**e.** “Subscription Notice” is defined in Section 4.a.

**f.** “Subscription Period” means either (i) the period during which an Eligible Member Agency is entitled to a limited number of Subscription Licenses under Section 3 of this SOW 03 or (ii) the period specified in a proper Subscription Notice.

#### **2. Provision of Lumen Client Software Services.**

**a.** Subject to this SOW 03 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

**b.** Subject to this SOW 03 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, non-sublicenseable, limited right and license to use the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

c. A Member Agency may only use the Lumen Client Software Service (i) for its own law enforcement and investigative purposes, (ii) in accordance with the applicable documentation, and (iii) in accordance with the number and type of Subscription Licenses specified.

**3. Entitlement to Lumen Client Software Service with Data Warehouse Service.** Upon joining this Agreement, any Member Agency who receives the Data Warehouse Service pursuant to SOW 02 and is current with any Project Fees due thereunder (an “Eligible Member Agency”) is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as described in this Section 3 and consistent with this SOW 03. Except for the fact that there is no cost to the Member Agency for use of the Lumen Client Software under this Section 3, a Member Agency’s use of the Lumen Client Software shall otherwise conform to this SOW 03.

a. **Fewer than 58 FTE Officers.** If the Member Agency employs fewer than 58 FTE certified peace officers, the Member Agency is entitled to one Analyst Subscription License.

b. **More than 58 FTE Officers.** If the Member Agency employs 58 or more FTE certified peace officers, the Member Agency is entitled to any combination of Subscription Licenses that has an aggregate annual cost equal to or less than \$20 multiplied by the number of FTE certified peace officers employed by the Member Agency, provided that at least one of the Subscription Licenses must be an Analyst Subscription License.

**4. Election to Receive Additional Lumen Client Software Service.** In addition to the Subscription License entitlements under Section 3, an Eligible Member Agency may elect to receive additional Subscription Licenses consistent with this Section 4. Any Subscription Licenses under this Section 4 shall be in addition to the Subscription License entitlement under Section 3. All Subscription Licenses under this Section 4 shall begin when the Lumen Client Software Service is accepted by the Member Agency.

a. **Member Agencies Not Currently Using Lumen.** An Eligible Member Agency who has not joined the Lumen Agreement may elect to receive additional Lumen Client Software Service from Numerica consistent with this SOW 03 by submitting to Numerica a signed written notice substantially in the form attached hereto as Attachment C-2 indicating the number and type of Subscription Licenses desired (a “Subscription Notice”).

b. **Member Agencies Currently Using Lumen.** An Eligible Member Agency who has joined the Lumen Agreement may terminate its joinder to the Lumen Agreement and receive the Lumen Client Software Service under this SOW 03 by submitting a Subscription Notice to Numerica. If the number and type of Subscription Licenses are unchanged from what the Member Agency received under the Lumen Agreement, the Project Fee shall be the lower of (i) the fees due under the Lumen Agreement and (ii) the fees due under this SOW 03. This Section 4.b shall also apply to Eligible Member Agencies who are using the Lumen Client Software Service pursuant to an agreement directly with Numerica.

## **5. Installation and Acceptance.**

**a.** Within a reasonable amount of time after the Data Warehouse Service is provided to the Member Agencies under SOW 02 or a Member Agency submits a proper Subscription Notice, Numerica shall, as appropriate, install, configure, and grant access to all software and applications provided by Numerica which are necessary to provide the Member Agencies with the Lumen Client Software Service consistent with the applicable Subscription Licenses.

**b.** Numerica shall provide a checklist consistent with the documentation available for the Lumen Client Software Service for the testing and acceptance of the Lumen Client Software Service (the “Lumen Checklist”). Once the Member Agency has access to the Lumen Client Software Service, Numerica will present the Member Agency with the Lumen Checklist. For 10 days after the date on which the Member Agency received the Lumen Checklist, the Member Agency may reject the Lumen Client Software Service by notifying Numerica in writing of the reasons why the Lumen Client Software Service did not conform to the Lumen Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Lumen Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Lumen Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the Lumen Client Software Service or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted the Lumen Client Software Service.

## **6. Reciprocal Data Sharing with Non-Member Agencies.**

**a.** The Data Access Rules specified in Section 7 of SOW 01 permits Numerica to share each Member Agency’s Data through the Lumen Client Software Service with other Member Agencies and, by default and with some restrictions, with Non-Member Agencies. A Member Agency may restrict the sharing of Data with Non-Member Agencies by implementing additional Data Access Rules. Section 7 of SOW 01 also requires Numerica to ensure that each Non-Member Agency who accesses Data comply with the CJISC Security Policy and applicable law.

**b.** If a Member Agency elects to use the Lumen Client Software Service under this SOW 03, then that Member Agency will have access to Law Enforcement Data from Non-Member Agencies only to the extent that the Member Agency elects to share its Data with Non-Member Agencies through the Lumen Client Software Service. This reciprocal sharing principle applies to Non-Member Agencies who use the Lumen Client Software Service: Numerica shall limit a Non-Member Agency’s access to the Member Agencies’ Data to the extent that the Non-Member Agency shares its Law Enforcement Data with other users of the Lumen Client Software Service (including the Member Agencies who use the Lumen Client Software Service). Numerica may use its reasonable discretion to restrict types of Data and Law Enforcement Data from being shared if a Member Agency or Non-Member Agency violates this reciprocal sharing principle.

**7. Treatment of Law Enforcement Data from Non-Member Agencies.** Each Member Agency who receives Law Enforcement Data from Non-Member Agencies through the Lumen Client Software Service shall treat all shared Law Enforcement Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

**8. Maintenance of Lumen Client Software Service.** Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Lumen Client Software Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Lumen Client Software Service to Member Agencies, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Lumen Client Software Service over the internet as applicable. All or any portion of the Lumen Client Software Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Lumen Client Software Service disruptions.

**9. Software Error Reporting and Resolution.**

**a. Reporting Errors to Numerica.** If a Member Agency experiences an Error with the Lumen Client Software Service, the Member Agency may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

**b. Error Severity Levels.** Numerica shall assign each Error with a “Severity Level” for tracking and response purposes. Severity Levels are described on Attachment C-3. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 will not constitute an Error.

**c. Error Resolution.** Numerica shall work to resolve the Error according Attachment C-4. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

**d. List of Error.** On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

**10. Effective Date; Termination.** This SOW 03 shall become effective when SOW 02 becomes effective. Unless terminated sooner or otherwise agreed to by the Parties, this SOW 03 shall terminate if SOW 02 terminates. SOW 02 may remain in effect after this SOW 03 is terminated. If a Member Agency no longer receives Data Warehouse Service pursuant to SOW 02, the Member Agency will not be considered an Eligible Member Agency and may not receive Lumen Client Software Service under this SOW 3.

**11. Use of Data and Law Enforcement Data by Numerica.** Numerica may use Data shared through the Lumen Client Software Service (including when mixed with Law Enforcement Data from Non-Member Agencies) to develop new, additional, or improved services or features. Such use shall be solely at Numerica's expense and shall comply with the CJIS Security Policy, applicable law, and all of Numerica's contractual obligations. Any new, additional, or improved services or features, including all Intellectual Property rights therein, shall belong to Numerica.

**12. Project Fee.**

a. The Project Fee for each Member Agency's addition Subscription Licenses pursuant to Section 4 shall be calculated pursuant to the pricing set forth on the Lumen Subscription Guide and the number and type of Subscription Licenses identified in the Subscription Notice. The pricing set forth on the Lumen Subscription Guide may not be changed until January 1, 2020, and thereafter only by the written agreement of the Parties.

b. If a Member Agency selects the Enterprise Subscription License, (i) then the number of FTE certified peace officers indicated in the Subscription notice shall be updated annually based on the information provided to Numerica under Section 14.b of SOW 02 and (ii) the Project Fee shall be decreased by an amount equal to \$20 multiplied by the number of FTE certified peace officers employed by the Member Agency.

c. There are no Project Fees for installation or setup of the Lumen Client Software Service because those fees are covered by the Project Fees due for the Data Warehouse and the Data Warehouse Service under SOW 01 and SOW 02.

**13. Payment Terms.**

a. Unless the Subscription Notice contains different payments terms (which are only binding on the CISC and Numerica if they both sign the Subscription Notice), Numerica shall submit invoices for the Project Fees to the CISC.

b. As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies. The CISC shall remit the fees collected from the Member Agencies toward each invoice. The CISC shall pay proper invoices within 60 days of the CISC's receipt of the same.

**c. Timing of Invoices.**

i. Project Fees for the portion of the Subscription Period between Installation and December 31 of the year of Installation shall be invoiced after the Lumen Client Software Service is accepted pursuant to this SOW 03.

ii. For each additional calendar year, or portion of a calendar year, Numerica may submit an invoice on or after January 1.

[end]



**ATTACHMENT C-1**  
**LUMEN SUBSCRIPTION GUIDE**

	Dashboard	Investigative	Analyst	Admin
Create standard queries (i.e., no free form text, limited to own agency)	✓	✓	✓	
Save queries to dashboard	✓	✓	✓	
Create standard query-based analytics	✓	✓	✓	
Save analytics to dashboard	✓	✓	✓	
Create deep text queries (i.e., unstructured text)		✓	✓	
Share saved queries to other investigator and analyst dashboards		✓	✓	
Multi-agency queries		✓	✓	
Create link charts		✓	✓	
Share link charts to other users' dashboards			✓	
Share saved queries to all users' dashboards			✓	
Share saved analytics to other users' dashboards			✓	
Export results to file			✓	
Multi-agency analytics			✓	
Manage user accounts (no cost)				✓

*Exhibit C | SOW 03 | Lumen Client Software Service  
Services Agreement for a Law Enforcement Data Warehouse*

Lumen Price List				
Subscription License	List Price (each)	Subscription Cost and Subscription Periods		
		1 Year Contract	2 Year Contract	3+ Year Contract
<u>Annual Recurring Subscription Costs</u>				
Analyst License	\$1200 qty 1-2	\$1170 qty 1-2	\$1140 qty 1-2	\$1110 qty 1-2
	\$1000 qty 3-5	\$975 qty 3-5	\$950 qty 3-5	\$925 qty 3-5
	\$900 qty 6+	\$878 qty 6+	\$855 qty 6+	\$832 qty 6+
Investigative License	\$600 qty 1-6	\$585 qty 1-6	\$570 qty 1-6	\$555 qty 1-6
	\$480 qty 7-20	\$468 qty 7-20	\$456 qty 7-20	\$444 qty 7-20
	\$360 qty 21+	\$351 qty 21+	\$342 qty 21+	\$333 qty 21+
Dashboard License	\$60 qty 10-20	\$59 qty 10-20	\$57 qty 10-20	\$56 qty 10-20
	\$48 qty 21-50	\$46 qty 21-50	\$44 qty 21-50	\$42 qty 21-50
	\$36 qty 51+	\$35 qty 51+	\$33 qty 51+	\$32 qty 51+
Enterprise License	\$180 <i>per sworn officer</i>	\$115 <i>per sworn officer</i>	\$110 <i>per sworn officer</i>	\$105 <i>per sworn officer</i>
<u>Training</u>				
On-site training (4 hours)	\$1500	\$1400	\$1350	\$1275
Online train the trainers session	1 hour included	2 hours included	2 hours included each year	2 hours included each year

[end]

**ATTACHMENT C-2**  
**SUBSCRIPTION NOTICE**

Date: .....

Name of Member Agency: .....

Member Agency Contact Information:

Name of Contact:.....

Phone: .....

Email:.....

Mailing Address: .....

.....

Indicate here if requesting an Enterprise Subscription License (with Analyst functionality):.....

If requesting the Enterprise Subscription License,  
indicate the number of FTE certified peace officers employed: .....

If not requesting an Enterprise Subscription License, indicate the number and type of  
Subscription Licenses requested:

Analyst Subscription Licenses: .....

Investigative Subscription Licenses: .....

Dashboard Subscription Licenses: .....

Indicate the Subscription Period requested (one, two, or three years):.....

Total Annual Recurring Subscription Costs:.....

Additional Paid Training Requested (if any):.....

Cost of Additional Paid Training (if any): .....

Signature:..... Name: .....

[end]

**ATTACHMENT C-3**

**ERROR SEVERITY LEVELS**

<b>Severity Level</b>	<b>Name</b>	<b>Description</b>
Level 1	Critical	For a period of at least 24 continuous hours, the Lumen Client Software Service is completely down or there is a major malfunction resulting in an inoperative condition.
Level 2	Major	The Lumen Client Software Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Lumen Client Software Service being usable but severely limited, and any Error which could threaten the use of the Lumen Client Software Service.
Level 3	Minor	Errors in the Lumen Client Software Service to which there may be a workaround and which do not currently threaten the use of the Lumen Client Software Service. Use of the Lumen Client Software Service is impaired, but not critically so and users can generally fully use the Lumen Client Software Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Lumen Client Software Service.

[end]

**ATTACHMENT C-4**

**ERROR RESOLUTION**

Severity Level	Name	Resolution	
		Temporary	Permanent
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]

## EXHIBIT D

### MEMBER AGENCY JOINDER AGREEMENT TO THE SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Member Agency Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse (this “Joinder Agreement”) is entered into as of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the “CISC”), Numerica Corporation, a Colorado corporation (“Numerica”), and \_\_\_\_\_, a Colorado local government entity (the “Joining Party”).

Capitalized terms used in this Joinder Agreement and not otherwise defined are defined in the Services Agreement (including its attachments).

#### RECITALS

A. The CISC and Numerica entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (the “Services Agreement”) for the integration the Data Warehouse, the maintenance and provision of a Data Warehouse Service, and for the provision of the Lumen Client Software Service. The Services Agreement is attached hereto as Attachment D-1 and is incorporated by reference.

B. The Joining Party desires to become a party to the Services Agreement. As a party to the Services Agreement, the Joining Party will be considered a Member Agency and will have certain of its Records integrated into the Data Warehouse, will be provided with the Data Warehouse Service, and, at the election of the Member Agency, will be provided with the Lumen Client Software Service subject to the terms and conditions of the Services Agreement and this Joinder Agreement.

C. The Joining Party has either executed or is committed to executing the CISC’s IGA. Pursuant to the Services Agreement, Numerica will provide the Services set forth on SOW 01 to a Joining Party that has not signed the CISC’s IGA, but will not provide the Services set forth on other Statements of Work until the Joining Party has executed the CISC’s IGA.

D. The Services Agreement requires that, in certain circumstances, each Member Agency shall pay its portion of a Project Fee to the CISC, who in turn shall remit the same to Numerica. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither Numerica nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

E. This Joinder Agreement may contain terms and conditions that modify or add to the terms and conditions in the Services Agreement; if so, the modifying or additional terms and conditions stated herein shall control over the terms and conditions stated in the Services Agreement solely between the Parties hereto.

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

1. **Joinder.** The Joining Party joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the Services Agreement. The Joining Party is a “Member Agency” under the Services Agreement.

2. **CISC’s IGA.** If the Joining Party has not executed the CISC’s IGA, the Joining Party acknowledges that it will only be entitled to Services from Numerica under SOW 01 until the Joining Party has executed the CISC’s IGA (unless the CISC agrees otherwise). The Joining Party agrees to work in good faith toward executing the CISC’s IGA.

3. **Lumen Entitlement.** Pursuant to Section 3 of SOW 03, a Member Agency is entitled to a limited number of Subscription Licenses to the Lumen Client Software Services. Please refer to SOW 03 for further details.

a. Indicate the number of FTE certified peace officers here: .....

b. If the number of FTE certified peace officers is less than 58, a Member Agency is entitled to one Analyst Subscription License.

c. If the number of FTE certified peace officers is equal to or greater than 58, indicate the number and type of Subscription Licenses requested. The total calculated cost of the requested Subscription Licenses cannot exceed \$20 multiplied by the number of FTE certified peace officers; see SOW 03 for details and limitations.

Analyst Subscription Licenses: .....

Investigative Subscription Licenses: .....

Dashboard Subscription Licenses: .....

4. **Notice Information.**

Contact Person: .....

Phone Number: .....

Email: .....

Mailing Address:.....

5. **Additional Terms.** *If agreed to by Numerica and the CISC, additional terms may be entered here.*

[signature page follows]

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

**COLORADO INFORMATION SHARING  
CONSORTIUM**

**NUMERICA CORPORATION**

By: .....  
Name: David Shipley  
Title: Executive Director

By: .....  
Name: Jeff Poore  
Title: President

Date: .....

Date: .....

**[JOINING PARTY]**

By: .....  
Name:  
Title:

Date: .....



**ATTACHMENT D-1**

**SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE**

[illegible]

07/25/2016

07/23/2016

Kelli Crano (kcrano@fwlaw.com)

**SIGNED**

CBJCHBCAABAAZoHHPfljZGz\_hl87HcO9g4jTkHf\_FkDV

07/23/2016 - 1:31:19 MDT - IP address: 38.88.52.170



07/23/2016 - 1:34:11 MDT



07/23/2016 - 1:34:11 MDT



07/23/2016 - 2:16:56 MDT - IP address: 208.184.162.191



Signature Date: 07/23/2016 - 2:37:08 MDT - Time Source: server - IP address: 97.118.5.239



07/24/2016 - 12:10:01 MDT - IP address: 38.88.52.170



07/25/2016 - 9:35:38 MDT - IP address: 38.88.52.170



07/25/2016 - 9:35:38 MDT



07/25/2016 - 9:37:19 MDT - IP address: 65.113.226.130



Signature Date: 07/25/2016 - 11:49:37 MDT - Time Source: server - IP address: 65.113.226.130

☺ Signed document emailed to vline@co.arapahoe.co.us, Vince Line (VLine@arapahoe.gov), Kelli Crano (kcrano@fwlaw.com), Jeff Poore (jeff.poore@numerica.us) and Ryan Tharp (rtharp@fwlaw.com)

07/25/2016 - 11:49:37 MDT



Adobe Sign

## **2020 EXTENSION AND AMENDMENT OF THE SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE**

This 2020 Extension and Amendment of the Services Agreement for a Law Enforcement Data Warehouse (this “Extension Agreement”) is effective as of January 1, 2020, by and between the Colorado Information Sharing Consortium, a Colorado local government entity (the “CISC”) and Numerica Corporation, a Colorado corporation (“Numerica”).

The CISC and Numerica, along with any Member Agencies who executed a joinder to the Services Agreement (defined below) and becomes subject to this Extension Agreement pursuant to the terms hereof, are the “Parties” or a “Party” hereto. Capitalized terms used herein and not otherwise defined are defined in the Services Agreement.

### **RECITALS**

**A.** The CISC and Numerica entered into a Services Agreement for a Law Enforcement Data Warehouse dated as of June 13, 2016, which was amended by the First Confirmation and Amendment Agreement regarding the Services Agreement for a Law Enforcement Data Warehouse (the “First Amendment”) dated September 14, 2017 (as amended, the “Services Agreement”). The Services Agreement is attached hereto as Exhibit A.

**B.** The Services Agreement incorporate three Statements of Work, or SOWs. SOW 01 addressed Numerica’s initial integration of the Member Agencies’ Data into the Data Warehouse.<sup>1</sup> SOW 02 addressed the provision of the Data Warehouse as a service to the Member Agencies, with the intent that third party providers of data analytical services could access the Data in the Data Warehouse to provide such services to the Member Agencies. SOW 03 addressed the provision of the Lumen Client Software Services, which is Numerica’s data analytical service, to the Member Agencies using the Data in the Data Warehouse.

**C.** The Project Fees under SOW 02 and SOW were fixed until January 1, 2020. *See* Section 14.a. of SOW 02 and Section 12.a. of SOW 03.

**D.** The Parties desire to amend the Project Fees for Services under SOW 1, SOW 2, and SOW 03 and to amend certain other provisions of the Services Agreement. The Parties further desire that the Project Fees will be fixed and not subject to change until January 1, 2024.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

**1. SOW 01 Updated Pricing.** Section 4.b. of SOW 01 is hereby amended and restated as follows:

---

<sup>1</sup> The Parties often refer to the Data Warehouse as the “Regional Data Warehouse” or “RDW.”

*2020 Extension and Amendment of the  
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

The cost to integrate Records for additional Data Sources is as follows:

Each additional Standard Data Source (containing up to two million Records to be integrated or equivalent as determined by Numerica)	\$8,000.00
Each additional two million Records to be integrated (or equivalent as determined by Numerica) per Standard Data Source	\$950.00
Each additional Non-Standard Data Source	To be negotiated on a case by case basis

**2. SOW 2 Updated Pricing.**

- a.** Section 14.a. of SOW 2 is hereby amended and restated as follows:

The Project Fee for the Services to be provided under this SOW 02, on a per-Term basis, shall be calculated by multiplying \$22.00 (the “Per FTE Fee”) by the number of FTE certified peace officers employed by the Member Agencies. The method for determining the Project Fee may not be modified until the Term beginning on January 1, 2024. Beginning on January 1, 2024, the Project Fee may be modified in a manner agreed to by the Parties.

- b.** Section 14.c. of SOW 2 (which was added by First Amendment) is hereby amended and restated as follows:

If a Member Agency joins this Agreement on or after the start of the first Term for SOW 02, as defined in Section 12 of SOW 02, the Project Fee for that Term shall be increased by an amount equal to Per FTE Fee multiplied by the number of certified FTE officers reported on the joinder, pro-rated to the portion of the Term remaining, and Numerica shall invoice CISC for the increased Project Fee upon receipt of the joinder. If the Member Agency joined on or before June 30 of the Term, Numerica shall invoice for a pro-rated portion to cover the fees from the joining date through June 30 of the Term. If the Member Agency joined on or after July 1 of the Term, Numerica shall invoice for a pro-rated portion to cover the fees from the joining date through December 31 of the Term.

**3. SOW 3 Updated Pricing and Lumen Vault.**

- a.** Attachment C-1 to SOW 03 (the Lumen Subscription Guide) is hereby amended and restated as set for on Exhibit B. Exhibit B also amends the price for Concurrent Enterprise Licenses as set forth in Section 9.b. of the First Amendment.

*2020 Extension and Amendment of the  
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

**b.** The last sentence of Section 12.a. of SOW 03 is hereby amended and restated as follows:

The pricing set forth on the Lumen Subscription Guide may not be changed until January 1, 2024, and thereafter only by the written agreement of the Parties.

**c.** Clause (ii) of Section 12.b. of SOW 03 is hereby amended and restated as follows:

(ii) the Project Fee shall be decreased by an amount equal to the Per FTE Fee identified in Section 14.a. of SOW 02 multiplied by the number of FTE certified peace officers employed by the Member Agency.

**d.** Section 14 of SOW 03 is hereby added as follows:

**14. Lumen Vault.** A Member Agency may elect to purchase Lumen Vault, a cloud-based database for storing and managing digital crime scene photos, body-worn camera footage, surveillance videos, and other digital media files. Pricing is as set forth on the Lumen Subscription Guide.

**e.** Section 3.a. of SOW 03 is hereby amended as follows:

If the Member Agency employs fewer than 58 FTE certified peace officers, the Member Agency is entitled to one Lumen Desktop License.

**f.** Section 3.b. of SOW 03 is hereby amended as follows:

If the Member Agency employs 58 or more FTE certified peace officers, the Member Agency is entitled to any combination of Subscription Licenses that has an aggregate annual cost equal to or less than the Per FTE Fee multiplied by the number of FTE certified peace officers employed by the Member Agency, provided that at least one of the Subscription Licenses must be a Lumen Desktop License.

**4. Member Agencies' Renewal and Termination Rights.** A Member Agency may elect that the Term under SOW 02 will not automatically renew by giving written notice to Numerica (and a copy to the CISC) on or before December 1 of the then-current Term, provided that (a) the Member Agency does not have any active Subscription Licenses to the Lumen Client Software Service under Section 4 of SOW 03 or (b) the term of any such Subscription Licenses held by the Member Agency terminate at the end of the then-current Term under SOW 02. A Member Agency may not elect that the then-current Term under SOW 02 will not automatically renew if the Member Agency's active Subscription Licenses extend past the then-current Term under SOW 02. These rights to termination are in addition to any other termination rights a Member Agency may have under the Agreement.

**5. Miscellaneous Amendments and Clarifications.**

**a.** Numerica may only use the Data under Section 11 of SOW 03 on an aggregated, anonymized basis.

*2020 Extension and Amendment of the  
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

**b.** Under Section 5.a.ii. of the Services Agreement, neither the CISC nor any Member Agency is obligated to pay taxes imposed directly on Numerica, such as taxes on Numerica's income.

**c.** The last sentence of Section 11.b. of the Services Agreement is hereby amended and restated as follows:

THIS LIMITATION OF LIABILITY WILL NOT APPLY TO NUMERICA'S  
INDEMNIFICATION OBLIGATIONS HEREUNDER.

**d.** The Parties confirm that the Lumen Agreement, as defined in Recital C of the Services Agreement, has terminated.

**6. Limited Effect.** Except as expressly provided in this Extension Agreement, all of the terms and provisions of the Services Agreement will remain in full force and effect and are hereby ratified and confirmed by the Parties. By continuing to receive Services under the Services Agreement after the effective date hereof, a Member Agency agrees to this Extension.

**7. General Terms.**

**a. Severability.** If any term or condition of this Extension Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted. If modification or amendment is not practicable, then the term or condition shall be severed from this Extension Agreement with no effect upon the remaining terms and conditions of this Extension Agreement.

**b. Entire Agreement.** This Extension Agreement (which incorporates the Services Agreement) is the complete and exclusive statement of all agreements between the Parties related to the subject matter hereof (and thereof). All modifications, amendments, adjustments, proposals, understandings, and side-agreement between the Parties related to the Services Agreement, the Data Warehouse, or the subject matter hereof made before the effective date hereof are superseded by this Extension Agreement and of no further effect.

[signature page follows]


*2020 Extension and Amendment of the  
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

[signature page]

**IN WITNESS WHEREOF**, the Parties are executing this Extension Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the date identified above, regardless of the date of actual signature.

**COLORADO INFORMATION SHARING  
CONSORTIUM**

**NUMERICA CORPORATION**

By:  DocuSigned by:  
.....67DFF040BF22455.....

Name: Vince Line  
Title: Board Chair

Date: 3/28/2019 | 9:06 PM MDT  
.....

By:  DocuSigned by:  
.....B6E630FBG83A46E.....

Name: Jeff Poore  
Title: President

Date: 3/26/2019 | 2:03 PM PDT  
.....



*2020 Extension and Amendment of the  
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

**EXHIBIT A  
SERVICES AGREEMENT**

*2020 Extension and Amendment of the  
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

**EXHIBIT B  
LUMEN SUBSCRIPTION GUIDE**

Lumen Price List				
Subscription License	List Price (each)	Subscription Cost and Subscription Periods		
		1 Year Contract	2 Year Contract	3+ Year Contract
Annual Recurring Subscription Costs				
Lumen Desktop License (includes Lumen Mobile)	\$1400	\$1320	\$1285	\$1255
Lumen Mobile License (Mobile-only)	\$190	\$185	\$180	\$175
Lumen Concurrent Enterprise License (Lumen Desktop License functionality) (only available to Member Agencies with a minimum of 500 FTE certified peace officers)	\$165 per FTE certified peace officer	\$157 per FTE certified peace officer	\$153 per FTE certified peace officer	\$149 per FTE certified peace officer
Enterprise License (Lumen Desktop License functionality)	\$130 per FTE certified peace officer	\$125 per FTE certified peace officer	\$120 per FTE certified peace officer	\$115 per FTE certified peace officer
Lumen Vault	\$0.25 per GB used per month. Min 1TB	\$0.19 per GB used per month. Min 1TB.	n/a	n/a
Training				
On-site training (4 hours)	\$2000	\$2000	\$1900	\$1800
Online train the trainers session	1 hour included	2 hours included	2 hours included each year	2 hours included each year

**MEMBER AGENCY JOINDER AGREEMENT TO THE  
SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE**

This Member Agency Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse (this “**Joinder Agreement**”) is entered into as of November, 2020 (the “**Joinder Effective Date**”), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the “**CISC**”), LexisNexis Risk Solutions FL Inc., a Minnesota corporation (“**LexisNexis**”), and Black Hawk Police Department, a Colorado local government entity (the “**Joining Party**”).

Capitalized terms used in this Joinder Agreement and not otherwise defined are defined in the Services Agreement (including its attachments).

**RECITALS**

- A.** The CISC and Numerica Corporation, a Colorado corporation (“**Numerica**”), entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (as amended, the “**Services Agreement**”). The Services Agreement is attached hereto as Attachment 1 and is incorporated by reference.
- B.** On or about May 7, 2019, LexisNexis acquired substantially all of Numerica’s assets relating to the Lumen product line, including the Services Agreement. The CISC consented to the assignment of the Services Agreement, from Numerica to LexisNexis.
- C.** The Joining Party desires to become a party to the Services Agreement. As a party to the Services Agreement, the Joining Party will be considered a Member Agency and will have certain of its Records integrated into the Data Warehouse, will be provided with the Data Warehouse Service, and, at the election of the Member Agency, will be provided with the Lumen Client Software Service, all subject to the terms and conditions of the Services Agreement and this Joinder Agreement.
- D.** The Joining Party has either executed or is committed to executing the CISC’s Intergovernmental Agreement (“IGA”) or has otherwise received the permission of the CISC to join the Services Agreement.
- E.** The Services Agreement requires that, in certain circumstances, each Member Agency shall pay its portion of a Project Fee to the CISC, who in turn shall remit the same to LexisNexis. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither LexisNexis nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.
- F.** This Joinder Agreement may contain terms and conditions that modify or add to the terms and conditions in the Services Agreement; if so, the modifying or additional terms and conditions stated herein shall control over the terms and conditions stated in the Services Agreement solely between the Parties hereto.

## AGREEMENT

**NOW, THEREFORE**, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

**1. Joinder.** The Joining Party joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the Services Agreement. The Joining Party is a “Member Agency” under the Services Agreement.

**2. Lumen Entitlement.** Pursuant to Section 3 of SOW 03, a Member Agency is entitled to a limited number of Subscription Licenses to the Lumen Client Software Services. Please refer to SOW 03 for further details.

**a.** Indicate the number of FTE certified peace officers here: 20

**b.** If the number of FTE certified peace officers is less than 58, a Member Agency is entitled to one Analyst Subscription License.

**c.** If the number of FTE certified peace officers is equal to or greater than 58, indicate the number and type of Subscription Licenses requested. See SOW 03 for details.

Analyst Subscription Licenses: 1

Investigative Subscription Licenses: 17

Dashboard Subscription Licenses: 3

**d.** Indicate here if requesting an Enterprise Subscription License (with Analyst functionality): YES

If requesting the Enterprise Subscription License, indicate the number of FTE certified officers employed: 20

**3. Notice Information.**

Contact Person: Commander Tory Jantz

Phone Number: 303-582-5878

Email: tjantz@cityofblackhawk.org

Mailing Address: PO BOX 68 Black Hawk CO 80422

**4. Additional Terms.** *If agreed to by LexisNexis and the CISC, additional terms may be entered here.*

[signature page follows]

[signature page]

**IN WITNESS WHEREOF**, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Joinder Effective Date, regardless of the date of actual signature.

**COLORADO INFORMATION SHARING  
CONSORTIUM**

**LEXISNEXIS RISK SOLUTIONS FL INC.**

By:

.....

Name: David Shipley

Title: Executive Director

By:

.....

Name: Heywood Talcove

Title: CEO

Date:

.....

Date:

.....

**JOINING PARTY**

By:

.....

Name: Michelle Moriarty

Title: Police Chief

Date:

11/17/2020

.....

**RESOLUTION 70-2020**  
**A Resolution Approving a**  
**Minor Subdivision to**  
**Combine Two Lots on**  
**Property Located at 7593**  
**State Highway 119**  
**(Continued to January 13,**  
**2021)**

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Variance and Minor Subdivision for the Golden Gilpin Mill.

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

**MOTION TO CONTINUE Resolution No. 70-2020, a resolution continuing the Minor Subdivision plat titled "The Golden Gilpin Mill Site Minor Subdivision" to the January 13, 2021 City Council meeting.**

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City of Black Hawk has received an application from Matt Collins representing the property owner, George E. Otten Jr. Trust, requesting a variance to lot size and lot width in the ECP zone district and approval of a minor subdivision that joins Millsite #10 and Millsite #11 into one lot.

The minor subdivision public hearing notice did not include reference to the requested variance. Because the variance would need to be approved prior to the minor subdivision approval, the minor subdivision should be continued to the January 13, 2021 City Council meeting. This will provide time in which to prepare and publish the public hearing notice for the requested variance.

**AGENDA DATE:** December 9, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

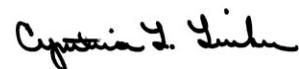
**STAFF PERSON RESPONSIBLE:** Cynthia L. Linker  
CP&D Director

**DOCUMENTS ATTACHED:** None

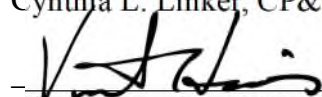
**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☐ Yes ☒ N/A

**SUBMITTED BY:**

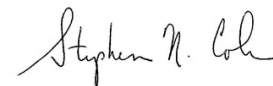


Cynthia L. Linker, CP&D Director



Vincent Harris, AICP, Baseline Corporation

**REVIEWED BY:**



Stephen N. Cole, City Manager



**RESOLUTION 71-2020  
A RESOLUTION  
APPROVING CHANGE  
ORDER #2 IN THE TOTAL  
AMOUNT OF \$64,858.84  
FOR THE PURPOSE OF  
RESTORING STAINED  
GLASS WINDOWS IN THE  
HISTORIC METHODIST  
CHURCH BUILDING  
LOCATED AT 331  
GREGORY STREET**



**STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK**

**Resolution No. 71-2020**

**TITLE:       A RESOLUTION APPROVING CHANGE ORDER #2 IN THE TOTAL  
AMOUNT OF \$64,858.84 FOR THE PURPOSE OF RESTORING  
STAINED GLASS WINDOWS IN THE HISTORIC METHODIST  
CHURCH BUILDING LOCATED AT 331 GREGORY STREET**

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

**Section 1.**       The City Council hereby approves Change Order #2 in the total amount of  
\$64,858.84 for the purpose of restoring stained glass windows in the historic Methodist church  
building located at 331 Gregory Street.

RESOLVED AND PASSED this 9<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk



## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Approve Resolution 71-2020, a Resolution approving Change Order #2 to the Construction Manager/General Contractor contract dated February 27, 2019, and therefore accepting the increase of \$64,858.84 to the Guaranteed Maximum Price (GMP) for the purpose of restoring all stained glass windows in the historic church building located at 331 Gregory Street.

**RECOMMENDATION:**

If City Council chooses to approve Resolution 71-2020, the recommended motion is as follows: “Approve Resolution 71-2020, a Resolution approving Change Order #2 in the total amount of \$64,858.84 for the purpose of restoring stained glass windows in the historic Methodist Church building located at 331 Gregory Street.”

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The GMP for the Gregory Street Plaza currently encompasses some exterior work at the historic Methodist church, including rehabilitation of the brick and construction of a new deck. Change Order #2 would authorize Roche Constructors to enter into an agreement with Watkins Stained Glass to fully restore the stained glass windows in this building. The windows are generally in fair condition, with several cracked glass pieces, several mismatched glass pieces, and bowing of a few windows. Restoration would repair these imperfections, replace lead came and cement where necessary, and perform a thorough cleaning of the windows.

Approval of Change Order #2 would bring the overall project GMP up to \$13,600,910.84.

**FUNDING SOURCE:**

Gregory Street Plaza: 203-0000-502-58-14

**AGENDA DATE:**

December 9, 2020

**ORIGINATED BY:**

Tom Isbester / Matt Reed

**STAFF PERSON RESPONSIBLE:**

Tom Isbester / Matt Reed

**PROJECT COMPLETION DATE:**

May 31, 2021

**DOCUMENTS ATTACHED:**

Change Order #2 signed by Roche Constructors  
Change Order Request from Roche Constructors  
Proposal from Watkins Stained Glass Studio

**CITY ATTORNEY REVIEW:** [ ] Yes [ X ] No [ ] N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

---

Thomas Isbester, Public Works Director

**REVIEWED BY:**

---

Stephen N. Cole, City Manager



**CITY OF BLACK HAWK, COLORADO**  
**Public Works Department**

**Change Order**  
**No. 2**

Date of Issuance: 9-Dec-20

Effective Date: 9-Dec-20

Project:	Gregory Street Phase 2 (Gregory Street Plaza)	Owner:	City of Black Hawk, Colorado	Owner's Contract No.:	18015
Contractor:	Roche Constructors, Inc. 361 71st Avenue Greeley, CO 80634 (970) 356-3611			Date of Contract:	27-Feb-19
				Architect's Project No.:	N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Restore stained glass windows in the historic church building at 331 Gregory Street.

Attachments: None.

**CHANGE IN CONTRACT PRICE:**

Contract Price, including Amendments #1-5

\$ 13,536,052.00

Change from previously approved  
Change Orders No. 0 to No. 1:

\$ 0.00

Contract Price prior to this Change Order:

\$ 13,536,052.00

Increase of this Change Order:

\$ 64,858.84

Contract Price incorporating this Change Order:

\$ 13,600,910.84

**CHANGE IN CONTRACT TIME:**

Contract Time, as established in Amendment #2:

Substantial completion date: 31-Mar-21

Change from previously approved  
Change Orders No. 0 to No. 1:

Substantial completion (days): 61

Contract Time prior to this Change Order:

Substantial completion date: 31-May-21

Change of this Change Order:

Substantial completion (days): 0

Contract Time with all approved Change Orders:

Substantial completion date: 31-May-21

**ACCEPTED:**

City of Black Hawk, Colorado

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

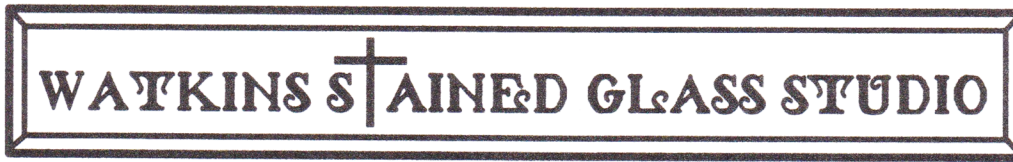
**ACCEPTED:**

Roche Constructors, Inc.

By: [Signature]  
Contractor (Authorized Signature)

Date: 12-2-20





Colorado's Oldest and  
Most Respected Studio

A Colorado Family  
Tradition Since 1868

3821 S. BROADWAY

ENGLEWOOD, COLORADO 80113

TELEPHONE 303 798-1515

November 11, 2020

**EVALUATION AND ASSESSMENT OF THE  
METHODIST CHURCH STAINED GLASS WINDOWS  
331 GREGORY GULCH, BLACK HAWK, CO**

This is an assessment of the stained glass windows for Methodist Church, 331 Gregory Gulch Road, Black Hawk, CO. This is a lovely red brick Gothic Revival building with very colorful gothic arched and double hung stained glass windows. This building is in amazingly good condition and seldom do we see such an old church building that has been so well preserved.

It is also remarkable that most of the original stained glass windows still exist in the church. The integrity of the stained glass is generally in fair to poor condition, and there are portions of windows that are in critical condition. Some of the windows would be restored in place but most would be removed to be worked on at the studio. Windows that are bowing and lack stability will be straightened and structurally stabilized by repairing and adding new bars. Areas that have been poorly repaired will be properly restored and brought back to their original appearance. Broken and cracked glass will be replaced with original glass if possible or repaired and mismatched glass will be replaced if a better match can be found; we have a very good inventory of century old glass passed down through the Watkins generations, so most likely a better match can be found. Broken solder joints will be repaired and cement will be added where missing. Damaged lead in the large front windows, and in areas of previous repairs will be repaired where needed, fortunately we do have matching lead. The general condition of the majority of the lead is satisfactory condition, most companies will probably tell you the windows need "Re-leading" which is absolutely NOT true, however, proper lead repair is needed in some compromised areas. Attached you will find the Watkins Stained Glass Studio Restoration Procedures that will be done on your windows and we do follow the National Park Service Preservation Brief #33 guidelines on stained glass restoration.

Sustainability is also a very important facet of our restoration process. By utilizing original materials and the same traditional master craftsmanship used to make these windows, our goal is to provide a complete restoration, creating and sustaining the stained glass to its original quality and appearance, thus preserving the windows for another century and for generations in the future. Black Hawk is doing an excellent job with historic preservation and the stained glass windows of this fine Methodist Church will become a sparkling city treasure.

The cost of the restoration of the 14 stained glass windows will be \$58,800.00.

We highly recommend Spectrum General Contractors and using Tempered Glass protective glazing. We have worked together for the past few decades and completed more than a dozen significant stained glass restoration projects including the State Capitol. I will be forwarding Graham Johnson's proposal on protective glazing and have requested one with exterior storm frames and wood restoration.

## EVALUATION AND ASSESSMENT OF THE STAINED GLASS WINDOWS

## **SOUTH BAY (continued)**

### **Window B: Right Window**

1. Window size: frame size: 30" x 126"  
glass size: 25 1/2" x 123"
2. Description: Gothic Arch Top Window
3. Window condition: Fair condition
4. Broken or cracked glass: 2 cracked pieces of glass
5. Mismatched glass: 5 mismatched pieces of glass
6. Bars condition: new bars needed, new bar wires needed
7. Structural integrity: slightly bowed
8. Procedures to be done:
  - The areas of window that are showing signs of bowing will be straightened
  - Replace or repair the 2 cracked and 5 pieces of mismatched glass
  - The window will be re-soldered where necessary
  - Bars will be repaired where needed
  - New bar wires will be added where needed – medium copper wires
  - Window will be re-cemented where needed to replace missing cement
  - The interior of the window will be cleaned
  - (The exterior will be cleaned by the company installing the
  - Tempered glass protective glazing unless otherwise determined)
9. Unusual Feature\*\* Lower portion of the window has been completely remade. See description on the above left window.

### **Window C: Oculus -Top Round Window above Gothic Arched topped windows**

1. Window size: frame size: 36" diameter  
glass size: 30" diameter
2. Description: Crown Symbol
3. Window condition: satisfactory
4. Broken or cracked glass: 2 cracked pieces of glass
5. Mismatched glass: 1 mismatched piece of glass
6. Bar Condition: re-solder bar wires
7. Structural integrity: satisfactory
8. Procedures to be done:
  - Replace or repair the 2 cracked and 1 mismatched glass
  - The window will be re-soldered where necessary
  - Bars will be repaired where needed
  - Re-solder bar wires, add new bar wires where needed
  - Window will be re-cemented where needed to replace missing cement
  - Interior of the stained glass will be cleaned
9. Unusual Feature\* Window was installed crooked, will ROTATE into the proper upright position during restoration

## WEST ELEVATION

### Window D: Southern Most West window

1. Window size: frame size: Bottom sash 30" x 49"  
Top sash 25 ½ x 44 ½"  
glass size: Bottom sash 30" x 47"  
Top sash 25 1/2 " x 45
2. Description: Double Hung Gothic Arch top window
3. Window condition: fair condition
4. Broken or cracked glass: 6 cracked pieces of glass
5. Bar Condition: re-solder bar wires
7. Structural integrity slightly bowed
8. Procedures to be done:
  - Remove the lower double hung window to straighten on bench
  - Replace or repair the 6 cracked pieces of glass
  - Repair the bowed areas windows to straighten
  - The window will be re-soldered where needed
  - Bars will be repaired where needed
  - New bar wires will be added where needed
  - Re-putty the window and re-cement in areas missing cement
  - Scrap paint off glass
  - The stained glass will be cleaned
9. Unique Feature: The lower double hung is pink and does not match the remaining Sanctuary double hung windows. It appears this window was moved from another area of the church, and probably replaced a window that had failed.

### Window E: Northern Most West window

1. Window size: frame size: Bottom sash 30" x 49"  
Top sash 25 ½ x 44 ½"  
glass size: Bottom sash 30 " x 47"  
Top sash 25 ½" x 45"
2. Description: Double Hung Gothic Arch top windows
3. Window condition: very poor to CRITICAL condition
4. Broken or cracked glass: 2 cracked pieces of glass
5. Mismatched glass: 17 pieces of mismatched glass
5. Bar Condition: re-solder bar wires
7. Structural integrity top very badly bowed
8. Procedures to be done:
  - Remove bottom double hung window to straighten on the bench
  - Remove top double hung as severely bowed – \*CRITICAL condition
  - Replace or repair the 2 cracked and 17 mismatched pieces of glass
  - Repair also bowed lower section of window
  - Re-solder new bar wires
  - Add new bars where needed
  - Scrap paint off glass
  - Re-putty window and re-cement where cement is missing
  - Clean the stained glass windows



## EAST ELEVATION

**Window F.** Northern Most East Gothic Arch Top double hung Window

- |                           |  |             |              |
|---------------------------|--|-------------|--------------|
| 1. Window size:           | frame size:  | Bottom sash | 30" x 49"    |
|                           |  | Top sash    | 25 ½ x 44 ½" |
|                           | glass size:  | Bottom sash | 30 " x 47"   |
|                           |  | Top sash    | 25 ½" x 45"  |
| 2: Description:           | Double Hung Gothic Arch top windows  |             |              |
| 3. Window condition:      | fair to poor condition   |             |              |
| 4. Mismatched glass:      | 3 pieces of mismatched glass   |             |              |
| 5. Bar Condition:         | re-solder bar wires  |             |              |
| 7. Structural integrity   | top very badly bowed   |             |              |
| 8. Procedures to be done: | Remove lower double hung to straighten on the bench<br>Remove top double hung as badly bowed<br>Replace the 3 mismatched pieces of glass<br>Repair also bowed lower section of window<br>Re-solder new bar wires<br>Add new bars where needed<br>Scrap paint off glass<br>Re-putty window and re-cement where cement is missing<br>Clean the stained glass windows |             |              |

**Window G.** Southern Most East Arch Top double hung window

- |                             |  |
|-----------------------------|--|
| 1. Window size:             | frame size : Bottom sash 30" x 49"<br>Top sash - 25 ½ x 44 ½"  |
|                             | glass size: bottom sash: 30 " x 47"<br>top sash: 25 ½" x 45"   |
| 2. Description:             | Double Hung Gothic Arch top windows                            |
| 3. Window condition:        | very poor to CRITICAL condition                                |
| 3. Broken or cracked glass: | 11 broken pieces of glass                                      |
| 4. Mismatched glass:        | 1 piece of mismatched glass                                    |
| 5. Bar Condition:           | re-solder bar wires  |
| 7. Structural integrity     | top badly bowed outwardly                                      |
| 8. Procedures to be done:   |  |
|                             | Remove lower double hung to straighten on the bench            |
|                             | Remove top double hung as severely bowed – *CRITICAL condition |
|                             | Replace or repair the 11 cracked and 1 mismatched glass        |
|                             | Re-solder new bar wires  |
|                             | Add new bars where needed                                      |
|                             | Scrap paint off glass  |
|                             | Re-putty window and re-cement where cement is missing          |
|                             | Clean the stained glass window                                 |

## **EAST ELEVATION (continue)**

### **Window H - 3 Gothic Arch Top Triptych windows over main door**

#### **Window #1**

1. Description: Left Triptych Arch Top Window
2. Window condition: satisfactory
3. Broken or cracked glass: 0 cracked pieces of glass
4. Mismatched glass: 0 mismatched piece of glass
5. Structural integrity: satisfactory
6. Procedures to be done:
  - Re-solder where necessary
  - Re-cement where cement is missing
  - Clean the stained glass window

#### **Window #2**

1. Description: Central Triptych Arch Top Window
2. Window condition: fair
3. Broken or cracked glass: 0 cracked pieces of glass
4. Mismatched glass: 5 mismatched piece of glass
5. Structural integrity: satisfactory
6. Procedures to be done:
  - Remove this center panel for repair on the bench
  - Replace the 5 mismatched glass
  - Re-solder the window where needed
  - Re-cement where cement is missing
  - Clean the stained glass window

#### **Window #3**

1. Description: Left Triptych Arch Top Window
2. Window condition: fair
3. Mismatched glass: 2 mismatched piece of glass
4. Structural integrity: satisfactory
5. Procedures to be done:
  - Remove window to straighten on the bench
  - Replace the 2 mismatched pieces of glass
  - Re-solder where needed
  - Re-cement where cement is missing
  - Clean the stained glass window

**RESOLUTION 72-2020**  
**A RESOLUTION**  
**AUTHORIZING THE**  
**DISPOSAL OF SURPLUS**  
**CITY PROPERTY**

**STATE OF  
COLORADO COUNTY  
OF GILPIN CITY OF  
BLACK HAWK**

**Resolution No. 72-2020**

**TITLE: A RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS  
CITY PROPERTY**

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

Section 1. The City Council hereby authorizes the disposal of City-owned surplus property, either by donation or by auction, as determined to be in the best interests of the City by the City Manager or the City Manager's designee. The surplus property to be disposed of pursuant to this Resolution hereby falls into the following five (5) general categories:

- a. **Property** obtained during a criminal case or stored as found property where the property could not be returned to the rightful owner.
- b. **Office equipment**, which includes serviceable miscellaneous furniture, which is no longer used by any City department.
- c. **Police Surplus Equipment** that is unserviceable or no longer needed such as expired bullet proof vests and Portable Breath Testers (PBTs). Some items must be destroyed (old Tasers) while other items can be donated to other agencies with an accompanying liability waiver (PBTs).
- d. **City surplus vehicles & vehicle equipment** which has been removed from service by the various departments which is no longer needed to support the City's operations.
- e. **Computer equipment**, which has been removed from service by IT and no longer capable of supporting the City's operations.

RESOLVED AND PASSED this 9<sup>th</sup> day of December, 2020.

ATTEST:

\_\_\_\_\_  
David D. Spellman, Mayor

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk



## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

---

**SUBJECT:**

Approve Resolution 72-2020, a Resolution replacing Resolution 24-2018 giving the City Manager additional authorization to dispose of surplus or unused vehicles and excess equipment.

**RECOMMENDATION:**

If City Council chooses to approve Resolution 72-2020, the recommended motion is as follows: "Approve Resolution 72-2020, a Resolution authorizing the disposal of surplus City property."

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In 2018 the City Council authorized the City manager, to dispose of surplus or unused equipment, under Resolution 24-2018. However, the resolution did not include the disposal of unused or surplus vehicles. This resolution rescinds Resolution 24-2018 and replaces it with this resolution which adds City Vehicles to the City Manager's list of approved items he is authorized to dispose of.

**FUNDING SOURCE:**

N/A

**WORKSHOP DATE:**

December 9, 2020

**ORIGINATED BY:**

Stephen Cole

**STAFF PERSON RESPONSIBLE:**

same

**PROJECT COMPLETION DATE:**

December 9, 2020

**DOCUMENTS ATTACHED:**

Resolution 24-2018

**CITY ATTORNEY REVIEW:**    ☐ Yes    ☐ No    ☐ N/A    INITIALS \_\_\_\_\_

**SUBMITTED BY:**

---

**Stephen N. Cole, City Manager**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 24-2018

**TITLE: A RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS CITY PROPERTY**

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


**Section 1.** The City Council hereby authorizes the disposal of City-owned surplus property, either by donation or by auction, as determined to be in the best interests of the City by the City Manager or the City Manager's designee. The surplus property to be disposed of pursuant to this Resolution hereby falls into the following five (5) general categories:

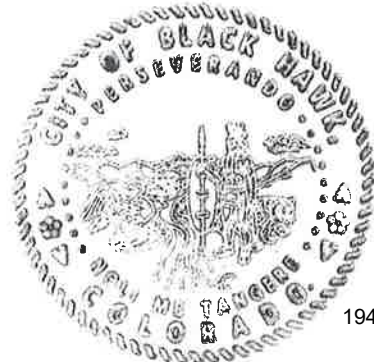
- a. **Property** obtained during a criminal case or stored as found property where the property could not be returned to the rightful owner.
- b. **Office equipment**, which includes lockers currently located at 221 Church Street and miscellaneous furniture, which are no longer used by the police department.
- c. **Police Surplus Equipment** that is unserviceable or no longer needed such as expired bullet proof vests and Portable Breath Testers (PBTs). Some items must be destroyed (old Tasers) while other items can be donated to other agencies with an accompanying liability waiver (PBTs).
- d. **Police, Fire, and Public Works surplus vehicle equipment** currently stored by Public Works, which is no longer needed.
- e. **Computer equipment**, which has been removed from service by IT and is no longer capable of supporting the City's operations.

RESOLVED AND PASSED this 11<sup>th</sup> day of April, 2018.

  
David D. Spellman, Mayor

ATTEST:

  
Melissa A. Greiner, CMC, City Clerk



**RESOLUTION 73-2020**  
**A RESOLUTION**  
**APPROVING THE FIFTH**  
**ADDENDUM TO THE**  
**AGREEMENT FOR**  
**TRANSIT RELATED**  
**SERVICES FOR THE**  
**BLACK HAWK &**  
**CENTRAL CITY**  
**TRAMWAY FOR 2021**  
**BETWEEN MV**  
**TRANSPORTATION, INC.**  
**AND THE CITY OF BLACK**  
**HAWK**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 73-2020

**TITLE: A RESOLUTION APPROVING THE FIFTH ADDENDUM TO THE AGREEMENT FOR TRANSIT RELATED SERVICES FOR THE BLACK HAWK & CENTRAL CITY TRAMWAY FOR 2021 BETWEEN MV TRANSPORTATION, INC. AND THE CITY OF BLACK HAWK**

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

**Section 1.** The Fifth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2021 between MV Transportation, Inc. and the City of Black Hawk, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 9<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk





## CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Approve Resolution 73-2020, a Resolution authorizing the execution of the Fifth Addendum to the Agreement with MV Transportation Inc. for providing the Management and Operation of the Driver Team Services for the Black Hawk and Central City Tramway for 2021.

**RECOMMENDATION:**

If City Council chooses to approve Resolution 73-2020 a Resolution authorizing the execution of the Fifth Addendum to the Agreement between the City of Black Hawk and MV Transportation, Inc., the recommended motion is as follows: “Approve Resolution 73-2020, a Resolution approving the Fifth Addendum to the Agreement for transit related services for the Black Hawk & Central City Tramway for 2021 between MV Transportation, Inc. and the City of Black Hawk.”

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Black Hawk and Central City Tramway has been suspended since last March. We are cautiously optimistic that it will start back up on January 1<sup>st</sup>. The intent is to resume the schedule that was in place when the system was suspended. The shuttle bus will continue to circulate through both Cities on a specific route with specific stops. The route takes approximately 20-30 minutes to complete. A single bus will continue to operate Monday through Thursday and two buses will continue to operate Friday through Sunday. The City is in receipt of grants under the CAREs and 5311 that will help defray the costs for operations for 2021. The costs associated with this addendum include a 2.5% increase over last year.

**FUNDING SOURCE:** 204-4801-431-33-25 Contracted Bus Service

**WORKSHOP DATE:** December 09, 2020

**ORIGINATED BY:** Tom Isbester

**STAFF PERSON RESPONSIBLE:** Tom Isbester

**PROJECT COMPLETION DATE:** December 31, 2021

**DOCUMENTS ATTACHED:** Fifth Addendum

**CITY ATTORNEY REVIEW:** [ ] Yes [ ] No [ ] N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

---

Thomas Isbester, Public Works Director

**REVIEWED BY:**

---

Stephen N. Cole, City Manager

FIFTH ADDENDUM TO AGREEMENT FOR THE MANAGEMENT AND  
OPERATION OF THE TRANSPORTATION SERVICES FOR THE CITY OF BLACK  
HAWK

This Fifth Addendum to Agreement for the Management and Operation of the Transportation Services for the City of Black Hawk ( the "Fifth Addendum") is entered into this \_\_\_\_\_ day of December, 2020 by and between the City of Black Hawk, a political subdivision of the State of Colorado (the "City") and MV Public Transportation, Inc. (the "Contractor").

WHEREAS, City has previously contracted with the Contractor to operate its transportation system by that Agreement dated December 9, 2015 (the "Original Agreement"),

WHEREAS, the City and MV Public Transportation, Inc. entered into the First Addendum for the Management and Operation of the Transportation Services (the "First Addendum") on December 14, 2016, for a term commencing January 1, 2017, and terminating December 31, 2017; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Second Addendum for the Management and Operation of the Transportation Services (the "Second Addendum") on December 13, 2017, for a term commencing January 1, 2018, and terminating December 31, 2018; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Third Addendum for the Management and Operation of the Transportation Services (the "Third Addendum") on December 12, 2018, for a term commencing January 1, 2019, and terminating December 31, 2019; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Fourth Addendum for the Management and Operation of the Transportation Services (the "Fourth Addendum") on December 11, 2019, for a term commencing January 1, 2020, and terminating December 31, 2020; and

WHEREAS, the City desires to continue contracting with Contractor for an additional one-year term, commencing January 1, 2021.

NOW THEREFORE, in consideration for the mutual promises herein, the parties agree as follows:

1. The Parties agree to extend the Original Agreement, for an additional one year term, starting January 1, 2021, and ending December 31, 2021, subject to all of the terms and conditions of the Original Agreement.
2. Section 3.1 of the Original Agreement is amended by the addition of a replacement Exhibit B, which rates shall include the Fixed Cost per Month plus the Variable Cost per Hour based on the actual hours of operation.
3. This Fifth Addendum, the Fourth Addendum, the Third Addendum, the Second Addendum, the First Addendum, and the Original Agreement constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Fifth Addendum, the Fourth Addendum, the Third Addendum, the Second Addendum, the First Addendum, and the Original Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

City of Black Hawk

Contractor .

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

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

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## APPENDIX B

### COST PROPOSAL FORMAT

Original Year 5 (Jan 1 - Dec 31, 2021)

#### SECTION I

CURRENT SERVICE PROFILE: Based on 8,033 Total Service Hours/Year

*Note: Modify Cost Categories to Reflect Your Organization Budget Accounts*

Sample Budget Accounts	Total Cost	Fixed Cost	Variable Cost	Total \$/Hour
<b>Labor</b>				
Driver Wages/Benefits	\$ 203,727		\$ 203,727	\$ 25.36
Mgmt. Staff Wages/Benefits	\$ 20,211	\$ 20,211		\$ 2.52
				\$ -
<b>Operating Expenses</b>				\$ -
Drug, Alcohol Testing	\$ 660	\$ 660	\$ -	\$ 0.08
DOT Physicals	\$ 240	\$ 240	\$ -	\$ 0.03
Telephone/Communications	\$ 850	\$ 850	\$ -	\$ 0.11
Office Supplies/Materials	\$ 360	\$ 360	\$ -	\$ 0.04
Training/Safety Expenses	\$ 180	\$ 180	\$ -	\$ 0.02
<b>Insurance</b>				\$ -
Auto and General	\$ 28,760	\$ -	\$ 28,760	\$ 3.58
Worker's Comp	\$ 6,398	\$ -	\$ 6,398	\$ 0.80
<b>Other</b>				\$ -
G & A	\$ 34,515	\$ 17,258	\$ 17,258	\$ 4.30
Fee	\$ 12,821	\$ 6,411	\$ 6,411	\$ 1.60
Capital Depreciation	\$ -	\$ -	\$ -	\$ -
Interest	\$ 3,055	\$ 3,055	\$ -	\$ 0.38
<b>TOTAL</b>	\$ 311,778	\$ 49,224	\$ 262,553	\$ 38.81
Fixed Cost per Month		\$ 4,102		
Variable Cost Per Hour			\$ 32.68	

#### SECTION II.

A. Additional Scheduled Service Hours that will be provided at the Variable Cost Per Hour in Section I without an increase in Monthly Fixed Cost.

1,000 Additional Service Hours will be provided annually at Fixed Cost rate of \$32.68 Per Hour

B. Variable Cost Per Hour to provide non-scheduled special services for community events as requested.

\$32.68 Cost Per Hour for Special Services

2 Minimum hours per event

**RESOLUTION 74-2020**  
**A RESOLUTION**  
**APPROVING THE NINTH**  
**ADDENDUM TO**  
**PERSONAL SERVICES**  
**AGREEMENT WITH 5280**  
**STRATEGIES, LLC.**

**STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK**

**Resolution No. 74-2020**

**TITLE:       A RESOLUTION APPROVING THE NINTH ADDENDUM TO  
PERSONAL SERVICES AGREEMENT WITH 5280 STRATEGIES, LLC.**

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

**Section 1.**     The City Council hereby approves the Ninth Addendum to Personal  
Services Agreement between the City and 5280 Strategies, LLC, and authorizes the Mayor to  
execute the same on behalf of the City.

RESOLVED AND PASSED this 9<sup>th</sup> day of December 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:**     Renewal of Lobbyist Contract

**RECOMMENDATION:**     Staff recommends the following motion to the City Council:

**MOTION TO APPROVE** Resolution 74-2020, A Resolution Approving the Ninth Addendum to Personal Services Agreement with 5280 Strategies, LLC.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

5280 Strategies, LLC has been the City's Lobbyist since 2010. There is no increase in fees for 2021.

**AGENDA DATE:**             December 09, 2020

**WORKSHOP DATE:**         N/A

**FUNDING SOURCE:**         Lobbying  
010-1101-4113103

**STAFF PERSON RESPONSIBLE:**     Melissa Greiner, City Clerk/Administrative Service Dir.

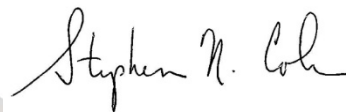
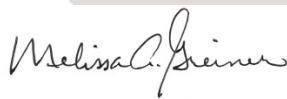
**DOCUMENTS ATTACHED:**     Ninth Addendum to Personal Services Agreement

**RECORD:**         [    ]Yes     [ X ]No

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

**SUBMITTED BY:**

**REVIEWED BY:**



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Melissa Greiner, CMC  
City Clerk/Administrative Services Director

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Stephen N. Cole, City Manager

## ***NINTH ADDENDUM TO PERSONAL SERVICES AGREEMENT***

THIS NINTH ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Ninth Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and 5280 Strategies, LLC, hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2010 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to amend the Original Agreement for additional consulting work, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. **COMPENSATION.** In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the scope of work and rate schedule listed in Attachment “A.”
2. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Ninth Addendum as of the dates written opposite their respective signatures.

**CITY OF BLACK HAWK, COLORADO**

\_\_\_\_\_  
David D. Spellman, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, Deputy City Clerk



**CONTRACTOR**

By: \_\_\_\_\_  
Michael L. Beasley Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2020, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**RESOLUTION 75-2020**  
**A RESOLUTION**  
**APPROVING THE THIRD**  
**ADDENDUM TO**  
**PERSONAL SERVICES**  
**AGREEMENT WITH**  
**M & C**  
**COMMUNICATIONS**

**STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK**

**Resolution No. 75-2020**

**TITLE:       A RESOLUTION APPROVING THE THIRD ADDENDUM TO  
PERSONAL SERVICES AGREEMENT WITH M & C  
COMMUNICATIONS, LLC**

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

**Section 1.**     The City Council hereby approves the Third Addendum to Personal  
Services Agreement between the City and M & C Communications and authorizes the Mayor to  
execute the same on behalf of the City.

RESOLVED AND PASSED this 9<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Renewal of M&C Contract

**RECOMMENDATION:** Staff recommends the following motion to the City Council:

**MOTION TO APPROVE** Resolution 75-2020, A Resolution Approving the Third Addendum to Personal Services Agreement with M&C Communications.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City first contracted with M&C Communications for assistance with its public relations needs in 2017. The first annual contract for public relations, marketing, and social media management was executed in 2018 with the first addendum approved in 2019 and second addendum approved in 2020. Due to the constraints on funds for 2021, the City has scaled back its PR and Marketing contract with M&C Communications to development and management of social media content. All other services are offered on an a-la-carte basis.

**AGENDA DATE:** December 9, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** Consultants

**STAFF PERSON RESPONSIBLE:** Melissa Greiner, City Clerk/Administrative Service Dir.

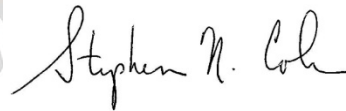
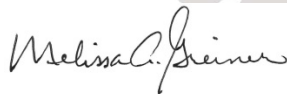
**DOCUMENTS ATTACHED:** 2021 Black Hawk PR Plan

**RECORD:** [ ] Yes [ X ] No

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

**SUBMITTED BY:**

**REVIEWED BY:**



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Melissa Greiner, CMC  
City Clerk/Administrative Services Director

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Stephen N. Cole, City Manager

### ***THIRD ADDENDUM TO PERSONAL SERVICES AGREEMENT***

THIS THIRD ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Third Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and M & C Communications, hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2018 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. **TERM.** The term of this Third Addendum shall commence on the 1<sup>st</sup> day of January 2021, and shall terminate on the 31<sup>st</sup> day of December, 20 unless earlier terminated pursuant to Section 9 of the Original Agreement.
2. **COMPENSATION.** In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.
3. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Third Addendum as of the dates written opposite their respective signatures.

**CITY OF BLACK HAWK, COLORADO**

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk

**CONTRACTOR**

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

STATE OF COLORADO )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2020, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public



# **2021 Public Relations Contract**

**For**

**City of Black Hawk**

**December 3, 2020**

**Submitted by: Diane Mulligan, President**

**M&C Communications**



Stephen Cole, City Manager and Melissa Greiner, City Clerk/Administrative Services Director  
City of Black Hawk  
RE: 2021 Public Relations Proposal

December 3, 2021

Dear Steve and Melissa:

It is an honor to present this proposal to you. We look forward to the opportunity to work with the City of Black Hawk to produce a public relations plan for 2021.

Our initial program will handle the monthly social media accounts including content production, posting, basic monitoring, top-level reporting, and tweeting meteorologists. This contract may be amended in the second quarter of 2021.

If you have any questions, I hope you won't hesitate to contact me.

Sincerely,

Diane Mulligan, President  
M&C Communications





## **AGENCY QUALIFICATIONS**

### **Agency Overview**

At M&C Communications (M&C), our goal is to provide outstanding results that exceed your expectations. We take pride in representing inspiring people, products, companies and associations that are making a difference in our world by providing an expert insider media relations experience. We base our strategic communications services on meaningful and relevant research. Whether the need involves media relations, social marketing, crisis communications, public relations, internal communications, corporate culture development, event management, non-profit programming or cause marketing development, we provide the people, professionalism and expertise to communicate your message, manage your message and make your message stick with the desired audience.

We take the time to understand the intricacies of your target audience, apply neuro-marketing techniques and behavior change strategies, and provide an outstanding results-oriented approach to messaging. Clients have included: Rocky Ford Growers Association, Kroger/King Soopers, Cook's Fresh Market, ACF Colorado Chefs Association, Happy Hummus, BlueKudu, The City of Black Hawk, Monarch Casino Black Hawk, Keller Williams Realty DTC, Lung Cancer Foundation of America and Therapeutic Riding of Tucson (TROT). Our expert team provides all aspects of public relations services including branding and crisis communications with a special expertise in implementing innovative social concepts.

### **Key Personnel Qualifications**

#### **Diane Mulligan, APR - President**

More than 15 years of journalism experience complement 16 years of award-winning communications/PR experience. In her career, Diane has worked as a Senior Editor at NBC News in New York, Vice President of National Communications for the National Stroke Association and founder of M&C Communications in 2009.

#### **Sarah Beatty, APR - Vice President**

With 20 years' experience in the communications industry, Sarah has produced news for radio, reality and news television, web video and all types of corporate communications. Sarah specializes in systems and helping clients unravel complicated communications challenges to effectively deliver messages.



### **Jordan Sherman - Public Relations Manager**

Jordan Sherman joins M&C Communications after eight years as a television meteorologist and traffic reporter in Grand Junction, Colorado, Albany, New York, and Colorado Springs, Colorado. He brings technological know-how and a can-do attitude to his work at M&C. Jordan is excited to take in summer concerts at Red Rocks and snowboard in Colorado powder in the winter.

### **Andy Sherman, Creative Director**

Andy is the award-winning, main creative talent behind:

- Hirakata Farms *Worth the Wait* gose beer
- *Banded Oak's Hirakata Farms Rocky Ford Crenshaw Melon IPA*

For the past 16 years, he has been working with clients such as:

- Dr. Pepper/Snapple
- Nepali Tea Traders
- Wells Fargo
- Microsoft Business Solutions
- Western Union

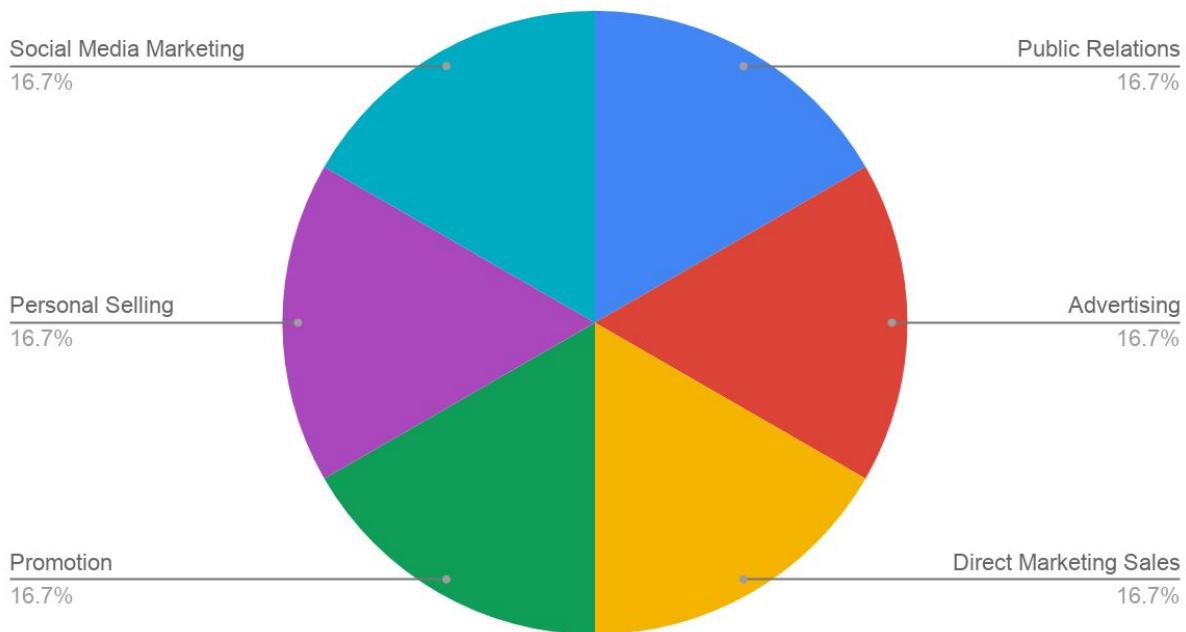
## Defining Successful Public Relations Objectives

*At M&C Communications, our success is based on helping you achieve your business goals. We work with you to help define objectives and the right metrics to gauge their effectiveness. Then we leverage our experience, contacts and insider strategies to create powerful communications tied to your business goals.*

## The Six Pillars of a Successful Integrated Marketing Plan

*There are six pillars of a successful integrated marketing plan, of which public relations is one element.*

### Integrated Marketing Strategy



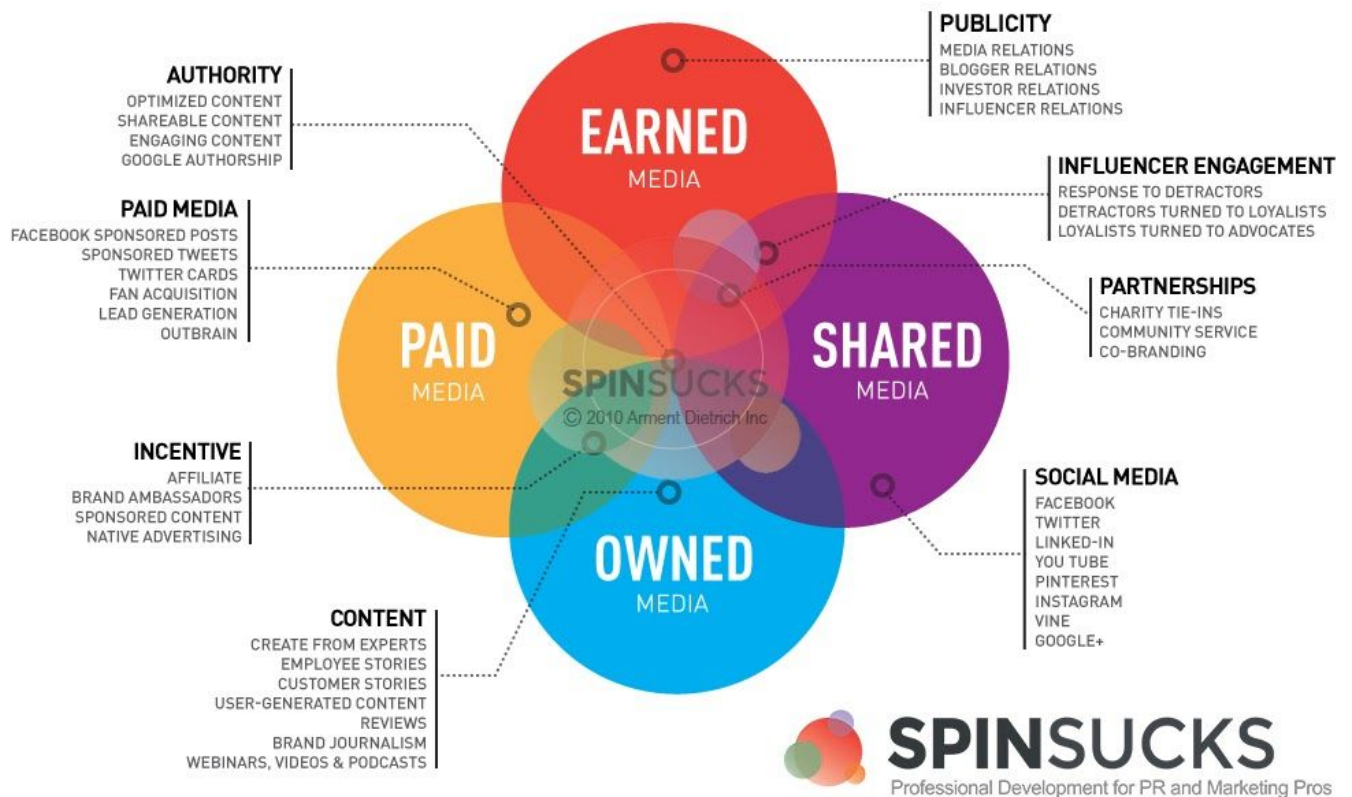
*A successful integrated marketing plan incorporating all six elements leads to increased sales, donations, or memberships- the goal of every company or non-profit. At M&C Communications, we work with clients to build an effective public relations plan that complements and supports your comprehensive marketing strategy.*

## Measuring PR Success with PESO

M&C Communications uses the PESO model to measure the effectiveness of your public relations campaign. PESO is a way of organizing the different types of content that can be created as part of an effective public relations strategy:

- **Paid media**
- **Earned media**
- **Shared media**
- **Owned media**

At M&C Communications, our goal is to develop a public relations plan that positions your company as a leading authority in your industry.



M&C Communications excels at building public relations plans that leverage the strength of each element of the PESO model.



## PR PLAN

Monthly social media content production, posting, monitoring, reporting, and tweeting meteorologists. The City of Black Hawk may also add on to this contract with a la carte options listed below at any time during 2021.

## PRICING

Monthly Social Media \$2500/mo

Content production, posting, basic monitoring, top-level reporting, and tweeting meteorologists

### A la Carte Pricing

Monthly Meetings \$675/mo

Digital reputation monitoring and analytics reporting \$750/mo

Annual Public Relations Plan development \$1750

Press Release Distribution and Pitching \$1,000 each

This M&C contract has a 3-day cancellation clause for both M&C and the client.

**Additional Fees:** Any approved out-of-pocket expenses such as travel, printing costs, design work. Any additional charges over \$100 will not be incurred without prior client approval.

## Dormant projects

A project which has not undergone an update or a service over a period of 12 months or greater is considered dormant. A client who elects to re-engage M&C Communications regarding this project after this period will be subject to:

- A library fee for recovery of archived resources (\$500)
- A service fee to fully review the project and bring older elements of the project up to date (\$1,000)
- Renegotiation of terms and conditions (if the scope of the project has changed)



- In addition, if the request is urgent and we have to put other client work aside to complete your project, there will be a rush charge assigned, based on the volume of work remaining.

## Payment terms

A 15% late fee will be accrued monthly for any payments received more than 60 days past the due date.

Any controversy or claim arising out of or relating to this contract, or the break thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in County, state of Colorado. In the event that litigation resultant from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable Attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competition jurisdiction is filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damage were otherwise as of said time calculable.

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Client Signature

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Diane Mulligan, M&C Communications President

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Date

**RESOLUTION 76-2020**  
**A RESOLUTION**  
**APPROVING THE 2021**  
**CONTRACT WITH**  
**PINNACOL ASSURANCE**  
**FOR WORKER'S**  
**COMPENSATION**  
**INSURANCE**

**STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK**

**Resolution No. 76-2020**

**TITLE:       A RESOLUTION APPROVING THE 2021 CONTRACT WITH  
PINNACOL ASSURANCE FOR WORKERS' COMPENSATION  
INSURANCE**

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

**Section 1.**     The City Council hereby approves the 2021 contract with Pinnacol  
Assurance for Workers Compensation Insurance in the amount of \$121,086.

RESOLVED AND PASSED this 9<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk



# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** 2021 Workers' Compensation

**RECOMMENDATION:** Staff recommends the following motion to the City Council:

**MOTION TO APPROVE** Resolution 76-2020, a Resolution approving the contract as quoted for the 2021 Workers' Compensation Insurance with Pinnacol Assurance in the amount of \$121,086.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Pinnacol Assurance's quote for Workers' Compensation coverage for 2021 is 16% lower than our 2020 premium. The decrease in premium is a result of a 10% reduction in payroll for 2021. The City's Experience Mod increased from 0.85 to 0.95 which limited savings for 2021. However, to offset the Experience Mod, the City's Workers' Compensation broker, IMA of Colorado, was able to negotiate some significant schedule rating discounts through the underwriter as a result of being clients of Pinnacol for ten (10) consecutive years.

**AGENDA DATE:** December 9, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** WC line item for each department

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

**STAFF PERSON RESPONSIBLE:** Melissa A. Greiner, City Clerk/Administrative Services Director

**DOCUMENTS ATTACHED:** N/A

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☐ Yes ☒ N/A

**SUBMITTED BY:**



Melissa A. Greiner, CMC  
City Clerk/Administrative Services Director

**REVIEWED BY:**



Stephen N. Cole  
City Manager

**RESOLUTION 77-2020**  
**A RESOLUTION**  
**ADOPTING THE 2021 CITY**  
**COUNCIL REGULAR**  
**MEETING SCHEDULE**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 77-2020

**TITLE: A RESOLUTION ADOPTING THE 2021 CITY COUNCIL REGULAR MEETING SCHEDULE**

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

**Section 1.** Pursuant to Article II, Section 11 of the City of Black Hawk Home Rule Charter, the Board of Aldermen hereby adopts the 2021 Regular Meeting Schedule attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 9<sup>th</sup> day of December, 2020.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:** 2021 City Council Regular Meeting Schedule

**RECOMMENDATION:** Staff recommends the following motion to the City Council:

**MOTION TO APPROVE** Resolution 77-2020, A Resolution Adopting the 2021 City Council Regular Meeting Schedule

**AGENDA DATE:** December 9, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

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

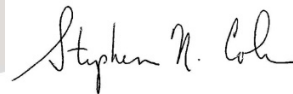
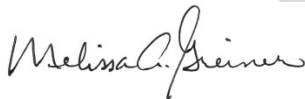
**DOCUMENTS ATTACHED:** Draft City Council Regular Meeting Schedule

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☐ Yes ☒ N/A

**SUBMITTED BY:**

**REVIEWED BY:**



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Melissa A. Greiner, CMC  
City Clerk/Administrative Services Director

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Stephen N. Cole  
City Manager



# 2021 COUNCIL MEETINGS



# City of Black Hawk

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**3:00 p.m.**  
**Council Chambers**  
**211 Church Street**  
**Black Hawk, CO 80422**

January 13  
 January 27

July 14  
 July 28

February 10  
 February 24

August 11  
 August 25

March 10  
 March 24

September 8  
 September 22

April 14  
 April 28

October 13  
 October 27

May 12  
 May 26

November 10

June 9  
 June 23

December 8

**Council meetings are the 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays of each month with the exception of November and December. Regular meeting dates are subject to change upon Council approval and proper notification.**

**RESOLUTION 78-2020**  
**A RESOLUTION**  
**ADOPTING THE 2021**  
**HOLIDAY SCHEDULE**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 78-2020

**TITLE: A RESOLUTION ADOPTING THE 2021 HOLIDAY SCHEDULE**

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

**Section 1.** Pursuant to Section 304 of the City of Black Hawk Employee Handbook, the Board of Aldermen hereby adopts the 2021 Holiday Schedule attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 9<sup>th</sup> day of December, 2020.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:** 2021 Holiday Schedule

**RECOMMENDATION:** Staff recommends the following motion to the City Council:

**MOTION TO APPROVE** Resolution 78-2020, A Resolution Adopting the 2021 Holiday Schedule

**AGENDA DATE:** December 9, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

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

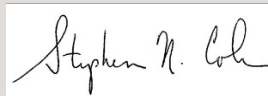
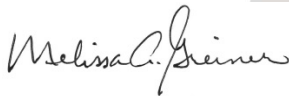
**DOCUMENTS ATTACHED:** 2021 Draft Holiday Schedule

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☐ Yes ☒ N/A

**SUBMITTED BY:**

**REVIEWED BY:**



---

Melissa A. Greiner, CMC  
City Clerk/Administrative Services Director

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Stephen N. Cole  
City Manager





# 2021 HOLIDAY SCHEDULE



## City of Black Hawk

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The following is the list of approved holidays from the current Employee Handbook, and the proposed days these will be celebrated in the year 2021.

New Year's Day	<b>Friday, January 1, 2021</b>
Martin Luther King Jr. Day (Third Monday)	<b>Monday, January 18, 2021</b>
President's Day (Third Monday)	<b>Monday, February 15, 2021</b>
Memorial Day (last Monday in May)	<b>Monday, May 31, 2021</b>
Independence Day	<b>Monday, July 5, 2021</b>
Labor Day (First Monday in September)	<b>Monday, September 6, 2021</b>
Thanksgiving (Fourth Thursday)	<b>Thursday, November 25, 2021</b>
Day after Thanksgiving	<b>Friday, November 26, 2021</b>
Christmas Eve	<b>Thursday, December 23, 2021</b>
Christmas Day	<b>Friday, December 24, 2021</b>
New Year's Eve	<b>Thursday, December 30, 2021</b>

**Per Section 304 of the City of Black Hawk Employee Handbook, "A recognized holiday that falls on a Saturday will be observed the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday."**

**RESOLUTION 79-2020**  
**A RESOLUTION**  
**ADOPTING THE 2021**  
**HISTORIC**  
**PRESERVATION**  
**COMMISSION REGULAR**  
**MEETING SCHEDULE**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 79-2020

**TITLE: A RESOLUTION ADOPTING THE 2021 HISTORIC PRESERVATION  
COMMISSION MEETING SCHEDULE**

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

**Section 1.** Pursuant to Section 16-453(f) of the City of Black Hawk Municipal Code, the  
Board of Aldermen hereby adopts the 2021 Historic Preservation Commission Regular Meeting  
Schedule attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 9<sup>th</sup> day of December, 2020.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

**CITY OF BLACK HAWK**  
**REQUEST FOR COUNCIL ACTION**

---

**SUBJECT:** 2021 Historic Preservation Commission Regular Meeting Schedule

**RECOMMENDATION:** Staff recommends the following motion to the City Council:

**MOTION TO APPROVE** Resolution 79-2020, A Resolution Adopting the 2021 Historic Preservation Commission Regular Meeting Schedule

**AGENDA DATE:** December 9, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

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

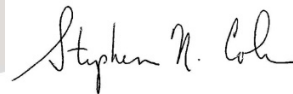
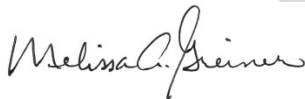
**DOCUMENTS ATTACHED:** Draft Historic Preservation Commission Meeting Schedule

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☐ Yes ☒ N/A

**SUBMITTED BY:**

**REVIEWED BY:**



---

Melissa A. Greiner, CMC  
City Clerk/Administrative Services Director

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Stephen N. Cole  
City Manager



# 2021 HPC MEETINGS



## City of Black Hawk

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**9:00 a.m.**  
**Council Chambers**  
**211 Church Street**  
**Black Hawk, CO 80422**

**HPC meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.**

January 5  
January 19

July 6  
July 20

February 2  
February 16

August 3  
August 17

March 2  
March 16

September 7  
September 21

April 6  
April 20

October 5  
October 19

May 4  
May 18

November 2  
November 16

June 1  
June 15

December 7  
December 21