

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB30

ORDINANCE NUMBER: 2019-30

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND TIMBERLINE FIRE PROTECTION DISTRICT FOR THE COMPLETION OF FIRE INSPECTIONS, PLAN REVIEW, AND LIFE SAFETY SYSTEM TESTING BY THE BLACK HAWK FIRE DEPARTMENT'S FIRE INSPECTOR WITHIN THE JURISDICTIONAL BOUNDARIES OF THE TIMBERLINE FIRE PROTECTION DISTRICT

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

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement between the City of Black Hawk and Timberline Fire Protection District for the completion of fire inspections, plan review, and life safety system testing by the Black Hawk Fire Department's Fire Inspector within the jurisdictional boundaries of the Timberline Fire Protection District, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

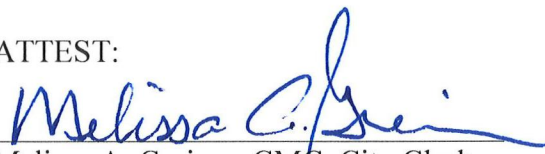
Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation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

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

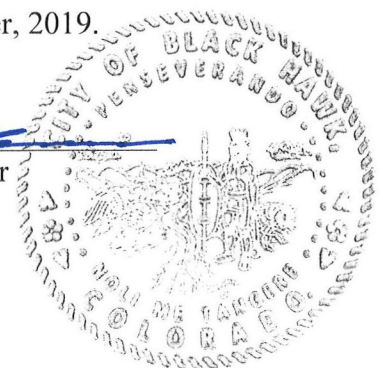
Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 11th day of December, 2019.

ATTEST:


Melissa A. Greiner, CMC, City Clerk


David D. Spellman, Mayor



INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made as of the 11 day of December, 2019, by and between the City of Black Hawk, a Colorado home rule municipal corporation ("City"), and Timberline Fire Protection District, a Colorado special district organized pursuant to Title 32 of the Colorado Revised Statutes (the "District").

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. Inspections. The City shall conduct fire inspections, plan reviews, and life safety system testing on behalf of the District when requested to do so by the District. Such inspections, plan review and life safety system testing shall be conducted by a City fire inspector certified to perform such functions.

2. Payment of City Fees. The District shall pay to the City the fees set forth in the City of Black Hawk Fee Schedule, as the same may be amended from time to time. The District shall be responsible for the payment of such fees to the City, regardless of whether the District is reimbursed for such fees by the person or entity seeking such fire inspections, plan reviews, or life safety system testing.

3. Authority of City Employees. The powers, rights, privileges and immunities of any employee of the City is and shall be extended to and within the territorial limits of the District while such employee of the City is in the course of providing services pursuant to this Agreement, including while traveling directly to and from the jurisdiction of the District.

4. City Employees. When providing services pursuant to this Agreement, a City employee shall not be considered for any purpose to be an employee of the District. All employment rights, compensation and benefits shall be the responsibility of the Agency City, subject to the payment of City fees in accordance with Section 2 of this Agreement.

5. Insurance. The City and the District shall maintain a liability policy for personal injury, including death, and for property damage, covering the actions of each party pursuant to this Agreement, in amounts no less than the current limits set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. (the "CGIA"), as the same may be amended from time to time.

6. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City or the District, its officials, employees, contractors or agents, or any other person acting on behalf of either party and, in particular, governmental immunity afforded or available pursuant to the CGIA.

7. Termination. Both the City and the District may withdraw from this Agreement at any time upon written notice to the other party.

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

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

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

11. 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.

12. 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.

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

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

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

Timberline Fire Protection District
Attn:
[Insert Address]

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

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

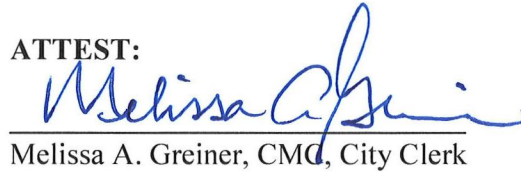
WHEREFORE, the Parties have executed this Agreement on the day and year first written above.

CITY OF BLACK HAWK

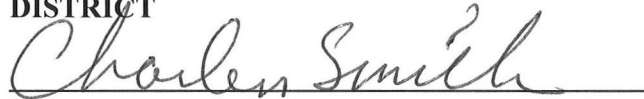


David D. Spellman
Mayor, City of Black Hawk

ATTEST:

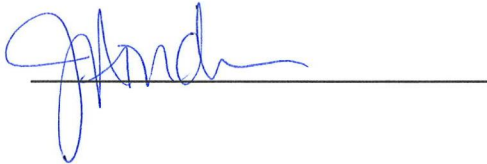

Melissa A. Greiner, CMC, City Clerk

**TIMBERLINE FIRE PROTECTION
DISTRICT**



By:

ATTEST:





TIMBFIR-01

DPRESTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2019

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).

PRODUCER T. Charles Wilson Insurance Service 384 Inverness Parkway Suite 170 Englewood, CO 80112		CONTACT NAME: PHONE (A/C, No, Ext): (303) 368-5757 E-MAIL ADDRESS: info@wilsonins.com FAX (A/C, No): (303) 368-5863	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Arch Insurance Company	
		INSURER B: Pinnacol Assurance	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

Timberline Fire Protection District
660 Highway 46
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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Directors & Officers			MEPK09157602	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000 \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MEPK09157602	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			MEUM09266702	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	34685	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
A	Equipment Floater			MEIM09221902	1/1/2019	1/1/2020	Auto Physical Damage
A	Employee Theft			MEPK09157602	1/1/2019	1/1/2020	100,000 250

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

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes

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