

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB15

ORDINANCE NUMBER: 2021-15

TITLE: AN ORDINANCE APPROVING AN OFF-SITE PARTNERSHIP MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BLACK HAWK AND PORCHLIGHT, A FAMILY JUSTICE CENTER

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 Off-Site Partnership Memorandum of Understanding between the City of Black Hawk and Porchlight, a Family Justice Center, 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 of Black Hawk.

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 9th day of June, 2021.

ATTEST:


Melissa A. Greiner, CMC, City Clerk


David D. Spellman, Mayor





PORCHLIGHT A FAMILY JUSTICE CENTER

Off-Site Partnership Memorandum of Understanding

This Off-Site Partnership Memorandum of Understanding (MOU) dated for reference purposes June 9th, 2021, is by and among The Black Hawk Police Department (the Participant), and PorchLight, a Family Justice Center ("PorchLight" and together with Participant, the "Parties"). The Parties, and other partner agencies and organizations entering into MOUs with PorchLight (the "Partners"), intend to work cooperatively and collaboratively at the Family Justice Center (the "Center") to improve the lives of those who are impacted by domestic violence, sexual assault, elder abuse, child abuse, at-risk individual abuse, and human trafficking by facilitating better access to services and staff of community organizations and government agencies in a single, safe location.

To facilitate the operation of the Center, the Parties are entering into this Off-Site Partnership MOU to establish the expectations and commitments of the Parties.

There are times when agencies are unable to commit to having full or part-time staff at the Center. When this occurs, there is an increased need to establish an effective and efficient method of referral so that Guests of the Center ("Guests") receive the services needed. The Participant agrees, whenever possible, to provide services at the Center; however, when that is not feasible, the Parties agree to establish a standard referral process to provide the needed resources and services.

The Parties intend to offer needed resources and services, increase collaboration among the Partners, and enhance safety, efficiency and justice for Guests. The Parties recognize that while there are differences in each Participant's mission, role and legal mandates, there is value and increased impact by working cooperatively and collaboratively with a community of service providers at the Center.

This MOU sets forth the general understanding between the Parties regarding the operation of the Center and the ways in which Participant will provide services to, and participate in, the Center, recognizing that the individual MOUs with other Partners will vary, consistent with the goals and objectives for the Center.



I. CENTER SERVICES:

PorchLight intends that, once the Center is formed and operational, the Center will provide the Participant with the following amenities and services when Participant is present in the Center providing services to Guests, to the extent the same are available:

- a. Temporary work space and office technology infrastructure;
- b. Use of common areas and facilities in the building, which may include waiting areas, interview rooms, conference rooms, kitchen area, break room and reception area, as established at the Center;
- c. Use of the children care center for Guests' children, while the Guest is receiving services at the Center, if established at the Center;
- d. Basic janitorial services, internal and external maintenance of the facility and grounds;
- e. Access to a photocopy/scanner/fax machine for necessary and reasonable use related to delivery of Guest services at the Center;
- f. Parking areas as available on the building premises;
- g. An Executive Director and governing Board of Directors responsible for operation of the Center;
- h. Staffing to provide initial intake and screening information for all new Guests seeking services at the Center;
- i. Facilitation of efficient and effective delivery of services among Partners;
- j. Opportunities for cross-training to facilitate the collaborative endeavors and operations of the Center;
- k. Training and materials explaining the operations of, and services offered at the Center;
- l. Data identifying outcomes and evaluation measures for services provided at the Center; and
- m. Reasonable efforts to provide a safe and secure work environment.

II. PARTICIPANT COMMITMENT:

The Participant agrees to provide complete services of Participant Agency to Guests referred or contacted through the Center under the following general conditions:

- a. In furtherance of Best Practices and the mission of PorchLight, Participant will make all reasonable efforts to assign staff to respond to PorchLight to provide services to Guests within 1 hour of such request by PorchLight staff. If in person



response is anticipated to be longer than 1 hour, Participant will ensure staff will respond via telephone/video to provide service to the Guest at PorchLight within 1 hour.

- b. If, upon screening by the Participant's staff, it is determined a Guest is not appropriate for the Participant's services, the Participant is under no obligation to provide services, but the Participant commits to work with Guests to assist with referrals and warm hand-offs, where feasible, to other appropriate service providers.
- c. The Participant shall assign a staff liaison to the Center possessing sufficient skills and training and appropriate credentials to provide the identified service(s) and capable to work within the collaborative environment, mission and goals of the Center.
- d. The Participant's staff liaison, volunteers and interns providing services either at the Center or their home agency will be supervised and paid by the Participant, and have the rights and responsibilities of employees of the Participant.
- e. The Participant will complete an appropriate background check based on Participant's agency guidelines for all personnel assigned to work at the Center (staff, contract, volunteers and intern personnel), and provide confirmation to PorchLight staff that said background check has been completed prior to Participant staff responding to the Center.
- f. The Participant will provide documentation of, and maintain current and appropriate professional liability insurance, or adequate self-insured retention, and licensing and credentialing necessary to perform the services identified by the Participant.
- g. The Participant will provide documentation of, and maintain, General Liability Insurance coverage in the amount of at least \$1 million per occurrence, and an aggregate limit of \$2 million dollars. In the event Participant provides licensed professional services, Participant shall provide documentation of, and maintain, Professional Liability Insurance coverage in the amount of at least \$1 million per occurrence, and an aggregate limit of \$2 million dollars. Copies of Participant's policies and a certificate evidencing such coverage shall be provided prior to staff responding to the Center. All applicable insurance carriers shall be licensed in the State of Colorado. All such policies shall require notice to PorchLight in the event of termination of the policy.
- h. The Participant will carry and maintain Workers' Compensation Insurance coverage for all of the Participant's employees and provide documentation of the same to PorchLight.



- i. In the event Participant has self-insured retention, Participant agrees to hold PorchLight harmless in the event of any claim and provide notice to PorchLight of any claims relating to any PorchLight activity.
- j. To the extent permitted by law, and with respect to the contractual obligations set forth in Sections II(d), II(p) and III(c) hereof exclusively, Participant will indemnify and hold harmless PorchLight and its directors, officers, employees and agents, from and against all loss, claims, damages, expenses or costs of any kind arising from a Participant's breach of the contractual obligation set forth in Sections II(d), II(p) and III(c) hereof.
- k. Participant agrees that each Partner will be responsible for its own actions in providing services under this MOU, and Participant shall not be liable for any civil liability that may arise from the furnishing of services by another Partner at the Center.
- l. The Participant's Staff liaison assigned as the primary point of contact for the Center will participate in and, if requested, provide orientation and cross training related to services at the Center.
- m. The Participant's Staff liaison will attend and participate in service delivery, Partner, and administrative meetings for the Center whenever possible. The Participant's Staff liaison will network with all Parties in a collaborative effort to reduce domestic violence, sexual assault, stalking, elder, at-risk, child abuse, and human trafficking.
- n. The Participant's Staff liaison will receive or provide a warm hand-off (a personal contact) to other Partners or outside agencies as needed and appropriate pursuant to applicable law and regulations.
- o. When at the Center, the Participant's Staff liaison will provide reasonable office supplies to be used by the Participant's Staff liaison for the provision of services when at the Center.
- p. When at the Center, the Participant's Staff liaison will take reasonable care of the assigned office space, equipment and common areas, and repair losses caused by its staff.
- q. When providing services at the Center, the Participant's Staff liaison will use the Center intake data software as appropriate and provide aggregate Guest service data as agreed by the Parties.
- r. When providing services at the Participant's home agency, aggregate data will be provided to the Center for the purposes of reporting.
- s. When providing services at the Center, Participant will provide interpreter services when necessary to communicate with its Guests, or pay its pro rata share of interpreter services if Participant an interpreter paid by PorchLight.

III. COLLABORATIVE PROVISIONS:

The Parties further agree as follows:

- a. The involvement of the Participant's Staff liaison at the Center or at their home agency will not create an employment, tenancy, agency or partnership relationship between or among the Participant, PorchLight, the Center, or the Partners, or any of their respective directors, officers, employees, volunteers, invitees, interns, agents or contractors.
- b. During the course of the Parties' performance of their respective obligations hereunder, a Party may gain access to confidential information regarding another Party or a Guest. All such information shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Parties' obligations under this MOU, and shall not be disclosed to any third party without prior written approval of the disclosing Party or Guest. In the event disclosure of confidential information belonging to another Party or Guest is required by the Colorado Open Records Act or other applicable law, the Party receiving the request for disclosure or subpoena shall first provide notice thereof to the disclosing Party or Guest (or the subject of such information) and shall allow the disclosing Party or Guest a reasonable opportunity to seek protection, by any legal means, against the requested production or disclosure. If a Party maintains such information in electronic form, such Party will take all reasonable precautions to maintain such information in a secure environment to prevent its unauthorized access, use or disclosure. If a Party becomes aware of any actual or suspected unauthorized access, use or disclosure of confidential Party or Guest information, such Party shall promptly notify Porchlight and all affected Parties, Guests or persons. Upon the cancellation, termination or completion of this MOU, all such information shall be returned or destroyed, at the discretion of the disclosing party.
- c. The Parties agree to abide by the PorchLight Operations Manual and enter into this MOU by supporting the goals and objectives of PorchLight, including participating in short-term and long-term strategic planning focused on the development and sustainability of PorchLight whenever possible.

IV. TERM

This MOU shall be effective upon its execution by both Parties, and once the Center is open and operational. Any Partner may terminate this MOU with or without cause by providing sixty (60) days' written notice to the PorchLight Executive Director. Any such termination shall apply only to the Partner providing the termination notice. PorchLight may terminate this MOU upon written notice to any



Party at any time for cause or in the event PorchLight, in its sole and absolute discretion, determines that it is no longer able to provide the resources necessary to operate the Center.

V. Miscellaneous Provisions:

- a. The Parties designate the individuals identified below to be their respective authorized representatives under this MOU. All notices required to be provided hereunder shall be made in writing to the authorized representatives of the other Party. Either Party may change its representative at any time by providing written notice to the other Party.

PorchLight, A Family Justice Center

Candace Cooledge
Executive Director
11100 W. 8th Avenue,
Lakewood CO, 80215
ccooledg@jeffco.us

Participant

Black Hawk Police Department

Michelle Moriarty
Chief of Police
PO Box 68
Black Hawk, CO 80422
mmoriarty@cityofblackhawk.org

- b. The person signing for the Party below is authorized to execute this MOU on behalf of such Party.
- c. Nothing in this MOU shall be construed as a waiver of any Party's governmental immunity.
- d. Each Party agrees to observe and comply with all Federal, State and local laws, regulations and ordinances applicable to such Party, and to procure all necessary licenses, permits or approvals, in the performance of their responsibilities hereunder.
- e. The enforcement of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this MOU be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended.
- f. This MOU may be executed in two or more counterparts, each of which shall be

3/12/20



deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

PARTICIPANT

BLACK HAWK POLICE DEPARTMENT

A handwritten signature in black ink, appearing to be "Michelle Moriarty", written over a horizontal line.

Signature

Michelle Moriarty

Print Name

6/9/2021

Date

Chief of Police

Title

PORCHLIGHT

A handwritten signature in blue ink, appearing to be "Candace Coolidge", written over a horizontal line.

Signature

Candace Coolidge

Print Name

6-9-21

Date

Executive Director

Title

Moniquef
62520440



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2021

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 Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Pinnacol Assurance 41190
INSURED City of Black Hawk 201 Selak Street Black Hawk, CO 80422	INSURER B :
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <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 OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A	4110498	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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. The City entered into a MOU with PorchLight and is required to provide proof of Workers Compensation coverage.

CERTIFICATE HOLDER

2183377
PorchLight, A Family Justice Center
Candance Cooledge
11100 W. 8th Ave.
Lakewood, CO 80215
ccooledg@jeffco.us

CANCELLATION

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

IMA, Inc

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CERTIFICATE HOLDER COPY

PorchLight, A Family Justice Center
Candance Cooledge
11100 W. 8th Ave.
Lakewood, CO 80215

IMPORTANT

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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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)