

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB9

ORDINANCE NUMBER: 2021-9

**TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK, THE CITY OF CENTRAL, AND GILPIN COUNTY REGARDING A MAINTENANCE AGREEMENT FOR A COMMAND VEHICLE**

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, the City of Central, and Gilpin County Regarding a Maintenance Agreement for a Command Vehicle 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 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 14<sup>th</sup> day of April, 2021.

ATTEST:

  
Melissa A. Greiner, CMC, City Clerk

  
David D. Spellman, Mayor



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
BLACK HAWK, CITY OF CENTRAL, GILPIN COUNTY AND REGARDING A  
MAINTENANCE AGREEMENT FOR A COMMAND VEHICLE

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") is made and entered into this 14 day of April, 2021, by and between the CITY OF BLACK HAWK, COLORADO, a Colorado home rule municipality ("Black Hawk"), the CITY OF CENTRAL, COLORADO, a Colorado home rule municipality, ("Central City"), GILPIN COUNTY, a separate governmental entity pursuant to Section 18(1) of Article XIV, Constitution of the State of Colorado ("Gilpin County"), and collectively, the Members.

WHEREAS, C.R.S. § 29-1-203 authorizes governmental entities to enter into mutual aid agreements and to cooperate or contract with one another to provide any function or service that each is lawfully authorized to provide; and

WHEREAS, each of the Members is a governmental entity to which §29-1-203 applies, and each is authorized to own, operate and maintain emergency services vehicles such as the Command Vehicle identified below; and

WHEREAS, the Members have determined that it is in the best interests of each, and of the residents and property owners within the jurisdictions of each, to jointly maintain a Command Vehicle described as follows:

**2015 Ford Command Vehicle Identification Number #3FRWF7FN6FV720345**

**("Command Vehicle"); and**

**WHEREAS**, the Colorado Homeland Security Grant Program provided grant funding to the North Central All-Hazards Management Region for the benefit of the Members to improve their emergency response capabilities. Funding was provided to the City of Black Hawk to purchase the Command Vehicle to provide support functions for first responders within the region during an emergency. The Members hereto have jointly participated in the design of a command vehicle for the benefit of the Members. The Command Vehicle is designed to function in mountainous terrain under adverse weather conditions; and

**WHEREAS**, the Members have an opportunity to collaborate on a maintenance program to sustain the Command Vehicle to ensure its viability in the future. The Members now enter into an agreement to sustain the grant funded vehicle by collaboratively funding a maintenance program. It is beneficial for the Members to collectively fund a maintenance program ensuring operational effectiveness for the future. It is also desirable to establish guidelines for operating the vehicle and the procedures for approving acceptable expenses.

**THEREFORE, in consideration of their mutual promises the undersigned agree as follows:**

1. The Members consist of Gilpin County, City of Black Hawk, City of Central and Apex Fire Station. The Members have equal representation and voting rights.
2. This Agreement represents a cooperative effort of the Members and does not create a separate legal entity.
3. This Agreement shall commence on the date of its execution by all Members. This Agreement shall continue in effect in perpetuity or until such time as (a) there remain only two Members, or (b) Black Hawk terminates its participation, or (c) the Members agree in writing to terminate it, which agreement will include provisions for the disposition of unspent assessments. A Member can terminate the Agreement after giving at least three months' notice in writing to the other Members. A terminating Member will not be entitled to a refund of assessments previously paid. A terminating Member's obligation to pay assessments for the period it was a Member will survive the termination of this Agreement as to it, subject to Section 21 of this Agreement.
4. The Command Vehicle will be owned by the City of Black Hawk, but its use will be shared by the Members. The Command vehicle will be staged at the Apex and will be accessible by authorized Member representatives, as set forth in Section 8 of this Agreement.
5. Each Member will be assessed for maintenance of the Command Vehicle not later than October 1 of each year for the following year, and will pay the assessment directly to the City of Black Hawk in the next January. The initial assessment will be \$350 to each Member each year commencing in 2022. Members will review the assessment annually.
6. Members will confer regarding any unusual expense or maintenance that exceeds the total annual assessment each year.
7. The Command vehicle will be available for use in emergency conditions affecting the Member. The Command vehicle may also be deployed for community events and activities as part of each Member's obligation to test their respective ability to effectively deploy and exercise the equipment. The Members will establish guidelines for deploying the Command Vehicle within the first three months after this Agreement becomes effective, which can be changed thereafter.
8. Members may directly deploy the Command Vehicle provided the operators have successfully completed training in the vehicle's operation. Only operators with a valid driver's license that have completed the required training, if any, may operate the Command Vehicle. Any Member may operate the Command Vehicle for the benefit of another who does not have an eligible operator available.
9. Each user shall provide written confirmation of Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate.

Each user shall provide a certificate of insurance as evidence that the policy providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City of Black Hawk prior to commencement of the IGA. The

certificate shall identify this IGA and the policy shall be endorsed to include the City of Black Hawk and the City of Black Hawk's officers and employees as additional insured. The certificate shall provide that the coverage afforded under the policies of this contract shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City of Black Hawk. No other form of certificate shall be used. The Certificate of Insurance is due January 31<sup>st</sup> each year. The completed certificate of insurance shall be sent to:

City of Black Hawk  
P.O. Box 68  
Black Hawk, CO 80422-0068  
ATTN: City Clerk

10. Nothing in this Agreement is intended to or shall be deemed a waiver by any Member, alone or acting cooperatively hereunder, of the provisions of the Colorado Governmental Immunity Act.
11. Each Member shall be responsible for all fuel costs incurred while the Command Vehicle is being operated by or for the Member.
12. The cost of any Command Vehicle repairs or repairs to equipment resulting from operation by or for the benefit a Member shall be the responsibility of the Member. Costs associated with normal maintenance will be shared by the Members and paid from the assessment.
13. Each Member is responsible for training personnel on the correct procedure for operating (driving), setting up the vehicle during an incident and demobilization.
14. Each Member will clean and fuel the vehicle within seven (7) days of the Command Vehicle's deployment to ensure it is ready for deployment in a subsequent incident. The Command Vehicle shall always have at least three quarters of a tank of fuel while in its ready state.
15. Each Member shall cooperate with other Members to ensure the Command Vehicle is deployable and in good working condition.
16. Each Member will select a representative to serve as a point of contact for coordinating the use and deployment of the Command Vehicle.
17. The Members agree each Member is relying on the performance of the other(s) under this Agreement.
18. The Command Vehicle will be set up and tested for operational readiness on a quarterly basis, or more frequent schedule agreed upon by the Members.
19. In general, the City of Black Hawk Public Works Department will be responsible for maintenance unless otherwise agreed upon by all the Members. No Member will make repairs or make adjustments to the Command Vehicle without the permission of the Public Works Manager or designee.

20. **Notices.** Any notices or demand under which the terms of this Agreement and under any statute must or may be given or made by Black Hawk, the District, Gilpin County, Clear Creek County or Central shall be in writing and shall be given or made by personal delivery, first class mail, or by certified or registered mail to the Members:

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

Gilpin County  
PO Box 366  
203 Eureka Street  
Central City, CO 80427

City of Central  
PO Box 249  
141 Nevada Street  
Central City, CO 80427

Notice will be deemed given on the date of personal delivery or three business days after being deposited, postage prepaid, in an official depository of the US Postal Service.

21. **Annual Appropriation.** Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., each Member's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of such Member's respective Board of Directors, City Council, or Board of County Commissioners.
22. **Entire Agreement.** This Agreement contains the entire agreement between the Members and no modifications to this Agreement shall be effective unless in writing and signed by all Members.
23. **Assignment.** No Member may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Members.
24. **Severability.** Should any provision of this Agreement be declared void by a court of competent jurisdiction, such provision shall be deemed severed and the remaining provisions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, this Agreement is executed by the City of Black Hawk, Gilpin County, and City of Central as of the date first above written.

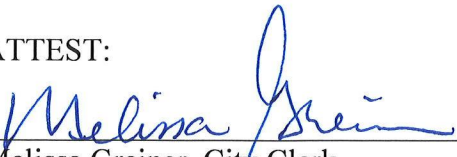


**CITY OF BLACK HAWK, COLORADO**

By:

  
David D. Spellman, Mayor

ATTEST:

  
Melissa Greiner, City Clerk

**GILPIN COUNTY**

By:

\_\_\_\_\_  
Linda Isenhardt, Commission Chair

ATTEST:

\_\_\_\_\_  
Sharon Cate, Deputy Clerk

**CITY OF CENTRAL CITY, COLORADO**

By:

\_\_\_\_\_  
Jeremy Fey, Mayor

ATTEST:

\_\_\_\_\_  
Reba Bechtel, City Clerk

DATE (MM/DD/YYYY)  
12/30/2020

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).

PRODUCER LIC #N/A	1-303-757-5475	CONTACT NAME:	
CIRSA		PHONE (A/C, No, Ext):	FAX (A/C, No):
3665 Cherry Creek North Drive		E-MAIL ADDRESS:	
Denver, CO 80209		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: CIRSA	
City of Central City		INSURER B:	
PO Box 249		INSURER C:	
Central City, CO 80427		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

**CERTIFICATE NUMBER: 61049720**

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	X	COMMERCIAL GENERAL LIABILITY				LIAB 01-2021	01/01/21	01/01/22	EACH OCCURRENCE	\$ 10,000,000
		X	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000
		X	\$10m POL E&O Aggregate						MED EXP (Any one person)	\$ 0
									PERSONAL & ADV INJURY	\$ 10,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
		<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 10,000,000
			OTHER:							\$
A		AUTOMOBILE LIABILITY				LIAB 01-2021	01/01/21	01/01/22	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
		X	ANY AUTO						BODILY INJURY (Per person)	\$
		<input type="checkbox"/>	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		<input type="checkbox"/>	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/>								\$
		UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE	\$
		EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$
		DED <input type="checkbox"/>	RETENTION \$ <input type="checkbox"/>							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
									E.I. EACH ACCIDENT	\$
									E.I. DISEASE - EA EMPLOYEE	\$
									E.I. DISEASE - POLICY LIMIT	\$

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

With respects to the I.G.A. regarding the Mobile Command Unit.

**CERTIFICATE HOLDER**

City of Black Hawk  
Steve Cole  
PO Box 68  
Black Hawk, CO 80422

## 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**

Just Pudbury

USA

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**ACORD 25 (2016/03)**  
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61049720

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**COLORADO INSURANCE IDENTIFICATION CARD**

COMPANY NUMBER    COMPANY  
**Colorado Counties Casualty Property Pool**

POLICY NUMBER    EFFECTIVE DATE    EXPIRATION DATE  
**2021 Self Insurance    01/01/2021    01/01/2022**

YEAR    MAKE/MODEL:    VEHICLE IDENTIFICATION NUMBER:  
**FLEET**

AGENCY/ COMPANY ISSUING CARD  
**Arthur J. Gallagher Risk Management Services, Inc.  
6300 S. Syracuse Way, Suite 700  
Centennial, CO 80111**

INSURED  
**Colorado Counties Casualty and Property Pool  
c/o CTSI  
800 Grant Street, 4th Floor  
Denver, CO 80203**

**\*\*\*REPORT CLAIMS TO: CTSI 303.861.0507**

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to CTSI as soon as  
possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each  
vehicle involved.

Coverage required by law:

BI [X]    PD [X]    PIP [   ]



**PERSON(S) INJURED**

Name \_\_\_\_\_ Age \_\_\_\_\_  
Street Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Name of Driver \_\_\_\_\_  
Type of Injury \_\_\_\_\_  
Attending Doctor \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Where Taken After Accident \_\_\_\_\_

By Ambulance \_\_\_\_\_ or by Whom \_\_\_\_\_  
Remarks, if any, About Accident \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_  
Street Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Name of Driver \_\_\_\_\_  
Type of Injury \_\_\_\_\_  
Attending Doctor \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Where Taken After Accident \_\_\_\_\_

By Ambulance \_\_\_\_\_ or by Whom \_\_\_\_\_  
Remarks, if any, About Accident \_\_\_\_\_

*The covered public entity does not by furnishing or accepting this information card admit any liability for injury or damages arising out of the information described herein. This information card will be forwarded to the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for information purposes only. The public entity will not take any further action relating to this information card. This information card does not comply with nor it is intended to comply with the notice requirements of the Colorado Governmental Immunity Act, § 24-10-101, et. seq., C.R.S. which specifies the content of a complying notice and to whom and when such notice must be given.*

**PROOF OF INSURANCE**

**INSURED:** CIRSA, its members, and their officials, officers, employees and authorized volunteers

**COVERED PUBLIC ENTITY:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**VEHICLE MAKE:** \_\_\_\_\_  
**VEHICLE MODEL/YEAR:** \_\_\_\_\_  
**VEHICLE VIN NUMBER:** \_\_\_\_\_

**INSURER:** CIRSA  
**POLICY NUMBER:** LIAB 01-2021  
**EFFECTIVE DATES:** 01-01-2021/01-01-2022  
**LIMITS OF LIABILITY:** As required by law including:

**VEHICLES:** Bodily Injury/Property Damage to the monetary limits specified in C.R.S. section 24-10-114(1). The coverages afforded under this policy apply to all vehicles owned, hired or leased by the Covered Public Entity.

**SEND REPORTS OF CLAIMS TO:**  
CIRSA, 3665 Cherry Creek North Drive, Denver, CO 80209  
Telephone: 800.228.7136 Fax: 303.757.8950  
Claims can also be filed on our web site at [www.cirsa.org](http://www.cirsa.org)

**DRIVER'S REPORT - THE ACCIDENT**

Date \_\_\_\_\_, 20\_\_\_\_ Time \_\_\_\_\_ AM/PM  
Location \_\_\_\_\_

Light Conditions: ☐ Daylight ☐ Dusk  
☐ Dawn ☐ Dark  
Weather: ☐ Rain ☐ Snow  
☐ Clear ☐ Fog  
Road Surface: ☐ Dry ☐ Wet  
☐ Snow ☐ Ice  
Highway: ☐ Divided ☐ Undivided  
Number of Lanes? \_\_\_\_\_  
Owner of Vehicle you were Operating \_\_\_\_\_