

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB10

ORDINANCE NUMBER: 2019-10

TITLE: AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF EMERGENCY TELEPHONE SERVICE AND ESTABLISHMENT OF THE GILPIN COUNTY 911 AUTHORITY

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


Section 1. The Second Amendment to the Intergovernmental Agreement between the City of Black Hawk, the County of Gilpin, the City of Central and the Timberline Fire Protection District, 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 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 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 8th day of May, 2019.


David D. Spellman, Mayor



ATTEST:


Melissa A. Greiner, CMC, City Clerk

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF EMERGENCY TELEPHONE SERVICE AND
ESTABLISHMENT OF THE GILPIN COUNTY 911 AUTHORITY**

This Second Amendment to the Intergovernmental Agreement for the Provision of Emergency Telephone Service and Establishment of the Gilpin County 911 Authority (“Second Amendment”) is made and entered into this 8 day of May, 2019, between the County of Gilpin, City of Black Hawk, City of Central, and Timberline Fire Protection District (collectively, the “Parties”).

RECITALS

A. WHEREAS, the County of Gilpin, the City of Black Hawk, the City of Central, and Colorado Sierra Fire Protection District and High Country Fire Protection District entered into that Intergovernmental Agreement for the Provision of Emergency Telephone Service and Establishment of the Gilpin County 911 Authority (the “IGA”), date September 25, 2002; and

B. WHEREAS, the IGA was amended by that First Amendment recorded November 10, 2011, to reflect the dissolution of Colorado Sierra Fire Protection and the change of the name of the High County Fire Protection District to “Timberline Fire Protection District”; and

C. WHEREAS, the IGA is amended by this Second Amendment to modify the process for the authorization for payment of Authority obligations.

AGREEMENT

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Except as expressly modified herein, all terms, conditions and provisions of the IGA and First Amendment shall be and remain in full force and effect. If any term is capitalized in this Second Amendment but is not defined herein, it shall have the meaning set forth in the IGA.

2. Section 6 of the IGA is amended by deleting the last sentence and replacing it with the following:

“All checks, drafts, or vouchers for the payment of money shall be issued in the name of the Gilpin County 911 Authority and shall require the approval of one member of the

Board of Directors and the 911 Coordinator. The Board of Directors may approve payment of anticipated recurring charges by a single act of the Board of Directors approving such recurrent payments.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the day first above written.

COUNTY OF GILPIN

Chair

Attest:

Gilpin County Clerk

CITY OF BLACK HAWK



Mayor

Attest:



Black Hawk City Clerk

CITY OF CENTRAL

Mayor

Attest:

Central City Clerk

TIMBERLINE FIRE PROTECTION
DISTRICT

Chair

Attest:

Secretary