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## **Gilpin Ambulance Authority Board of Directors**

### **Agenda and Notice of Meeting**

**Wednesday, January 8, 2025 at 9:00 A.M.**

**Gilpin County Court House: Commissioners Chambers**

- 1. Call to Order at 9:00 A.M.**
- 2. Roll Call**
- 3. Additions / Amendments to the Agenda**
- 4. Conflicts of Interest**
- 5. Consideration of Minutes: December 11, 2024**
- 6. Financial Report**
  - a. Balance Sheet (2024)
  - b. Profit & Loss Statement: Budget to Actual (2024)
  - c. List of Bills (December 2024)
  - d. Billing and Accounts Receivable Summary (2024)
- 7. Chief's Report**
- 8. Activity Summary**
- 9. Old Business**
  - a. Staffing Update
  - b. 2025 Audit RFP
  - c. Employee Manual and Job Descriptions
- 10. New Business**
  - a. City of Black Hawk Vehicle Maintenance IGA
  - b. *G.J. Davis Legacy Holdings, LLC* Contract for Accounting Services
  - c. Mileage Reimbursements
- 11. Executive Session**
  - a. Pursuant to Section 24-6-402(4)(b), C.R.S. to receive the advice of legal counsel concerning a billing matter.
  - b. Pursuant to Section 24-6-402(4)(b), C.R.S. for a conference with the Authority's general counsel regarding a litigation matter.
- 12. Action Items**
- 13. Public Comment**
- 14. Next Meeting: February 12, 2025 at 9:00 AM**
- 15. Adjourn**

# Gilpin Ambulance Authority

## Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BOK EFT account	258,771.65
BOK HRA Account Restricted	30,343.88
BOK Operating Account	268,935.08
Restricted for Capital	0.00
<b>Total BOK Operating Account</b>	<b>268,935.08</b>
BOK Supply Account	1,190.15
<b>Total Bank Accounts</b>	<b>\$559,240.76</b>
Accounts Receivable	
Accounts Receivable	698,808.32
Allowance for Doubtful Accounts	-489,165.82
<b>Total Accounts Receivable</b>	<b>209,642.50</b>
<b>Total Accounts Receivable</b>	<b>\$209,642.50</b>
Other Current Assets	
AR Adj to cash basis Asset	0.00
Due from other entities	0.00
Inventory Asset	15,388.68
Prepaid Expenses	-73,905.00
Capital	73,905.00
<b>Total Prepaid Expenses</b>	<b>0.00</b>
Uncategorized Asset	3,756.21
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$19,144.89</b>
<b>Total Current Assets</b>	<b>\$788,028.15</b>
Fixed Assets	
Accumulated Depreciation	-1,050,607.00
Vehicles and Equipment	1,647,231.78
<b>Total Fixed Assets</b>	<b>\$596,624.78</b>
<b>TOTAL ASSETS</b>	<b>\$1,384,652.93</b>

# Gilpin Ambulance Authority

## Balance Sheet

As of December 31, 2024

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-59.00
<b>Total Accounts Payable</b>	<b>\$ -59.00</b>
Credit Cards	
Credit Card at Elan Financial	95.95
Ramp Credit Card	-32,306.59
<b>Total Credit Cards</b>	<b>\$ -32,210.64</b>
Other Current Liabilities	
Accrued Expenses	0.00
Accrued PTO	34,715.55
Accrued wages	0.00
HRA liability	32,629.69
<b>Total Other Current Liabilities</b>	<b>\$67,345.24</b>
<b>Total Current Liabilities</b>	<b>\$35,075.60</b>
<b>Total Liabilities</b>	<b>\$35,075.60</b>
Equity	
Investment in Fixed Assets	596,625.66
Capital Outlay	0.00
<b>Total Investment in Fixed Assets</b>	<b>596,625.66</b>
Reserve for Capital Improvement	0.00
Retained Earnings	6,658.03
Net Income	744,019.98
<b>Total Equity</b>	<b>\$1,347,303.67</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,382,379.27</b>

# Gilpin Ambulance Authority

## Budget vs. Actuals: FY\_2024 - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Beginning Funds Available	716,457.99	441,895.15	274,562.84	162.13 %
Call Revenue				
Collections-derived payments	14,490.28	40,000.00	-25,509.72	36.23 %
Income Patient and Insurance	615,118.13	400,000.00	215,118.13	153.78 %
Medicare-derived payments	127,641.09	140,000.00	-12,358.91	91.17 %
<b>Total Call Revenue</b>	<b>757,249.50</b>	<b>580,000.00</b>	<b>177,249.50</b>	<b>130.56 %</b>
Contributions				
IGA Black Hawk	487,729.96	442,369.43	45,360.53	110.25 %
IGA Central City	151,026.24	151,026.26	-0.02	100.00 %
IGA Gilpin County	623,576.64	623,576.60	0.04	100.00 %
<b>Total Contributions</b>	<b>1,262,332.84</b>	<b>1,216,972.29</b>	<b>45,360.55</b>	<b>103.73 %</b>
Grant Revenue	76,076.59		76,076.59	
Colorado EMTS Grants		243,662.42	-243,662.42	
DOLA Grant Revenue				
DOLA operating	891,641.00	890,000.00	1,641.00	100.18 %
<b>Total DOLA Grant Revenue</b>	<b>891,641.00</b>	<b>890,000.00</b>	<b>1,641.00</b>	<b>100.18 %</b>
Other grant revenue	7,500.00		7,500.00	
<b>Total Grant Revenue</b>	<b>975,217.59</b>	<b>1,133,662.42</b>	<b>-158,444.83</b>	<b>86.02 %</b>
Other Revenue	50.00		50.00	
CAID Supplemental	219,966.55		219,966.55	
Other Revenue	162.30		162.30	
<b>Total Other Revenue</b>	<b>220,178.85</b>		<b>220,178.85</b>	
Services	4,854.97		4,854.97	
<b>Total Income</b>	<b>\$3,936,291.74</b>	<b>\$3,372,529.86</b>	<b>\$563,761.88</b>	<b>116.72 %</b>
GROSS PROFIT	<b>\$3,936,291.74</b>	<b>\$3,372,529.86</b>	<b>\$563,761.88</b>	<b>116.72 %</b>
Expenses				
Administration				
Accounting (deleted)	2,139.63		2,139.63	
Accounting - Contract Services	4,120.00		4,120.00	
Legal	4,325.50	20,000.00	-15,674.50	21.63 %
Other	2,732.32		2,732.32	
Admin Training (deleted)	4,667.07		4,667.07	
Bank Service Charges	1,390.39		1,390.39	
Discretionary	4,033.78	5,000.00	-966.22	80.68 %
Licensing/Memberships	3,580.00	6,500.00	-2,920.00	55.08 %
Manager Development (deleted)	5,007.15		5,007.15	
Professional Services	6,136.50		6,136.50	
<b>Total Other</b>	<b>27,547.21</b>	<b>11,500.00</b>	<b>16,047.21</b>	<b>239.54 %</b>
Reimbursable Expenses	1,800.00		1,800.00	
<b>Total Administration</b>	<b>39,932.34</b>	<b>31,500.00</b>	<b>8,432.34</b>	<b>126.77 %</b>
Capital Expenditures				

# Gilpin Ambulance Authority

## Budget vs. Actuals: FY\_2024 - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Ambulance purchase	268,505.00	250,790.00	17,715.00	107.06 %
Capital (misc)	289,861.80	287,139.85	2,721.95	100.95 %
<b>Total Capital Expenditures</b>	<b>558,366.80</b>	<b>537,929.85</b>	<b>20,436.95</b>	<b>103.80 %</b>
Operations and Maintenance				
Communications R&M	6,177.91	5,000.00	1,177.91	123.56 %
Crew Quarters supplies	7,065.30	12,000.00	-4,934.70	58.88 %
Apex Building Costs (deleted)	191.57		191.57	
<b>Total Crew Quarters supplies</b>	<b>7,256.87</b>	<b>12,000.00</b>	<b>-4,743.13</b>	<b>60.47 %</b>
Disposable Medical Supplies	59,370.03	40,000.00	19,370.03	148.43 %
Durable Medical Equipment	2,792.71	6,000.00	-3,207.29	46.55 %
Office Supplies/Postage/Fees	2,872.97	5,000.00	-2,127.03	57.46 %
Credit Card fees	4,132.30		4,132.30	
Postage (deleted)	39.62		39.62	
<b>Total Office Supplies/Postage/Fees</b>	<b>7,044.89</b>	<b>5,000.00</b>	<b>2,044.89</b>	<b>140.90 %</b>
Property Lease	70,677.96	71,000.00	-322.04	99.55 %
Property Liability Insurance	23,533.95	24,000.00	-466.05	98.06 %
Property Maintenance	22,731.08	20,000.00	2,731.08	113.66 %
Public Education/PR	2,894.09	2,000.00	894.09	144.70 %
Safety Gear	2,132.50	3,000.00	-867.50	71.08 %
Service Contracts/Equip Lease	60,287.70	73,000.00	-12,712.30	82.59 %
Technology/Hardware/Software	15,114.42	10,000.00	5,114.42	151.14 %
Telephone/TV/Internet	14,493.52	17,000.00	-2,506.48	85.26 %
Training	20,041.83	21,000.00	-958.17	95.44 %
Uniforms	13,464.85	15,000.00	-1,535.15	89.77 %
Utilities	4,519.82	8,000.00	-3,480.18	56.50 %
Vehicle expense	25.05		25.05	
Fuel	25,746.31	35,000.00	-9,253.69	73.56 %
Insurance	25,939.05	13,000.00	12,939.05	199.53 %
Tires	12,922.65	8,000.00	4,922.65	161.53 %
Vehicle Maintenance	47,605.51	50,000.00	-2,394.49	95.21 %
Vehicle Repair	-32,526.34		-32,526.34	
<b>Total Vehicle expense</b>	<b>79,712.23</b>	<b>106,000.00</b>	<b>-26,287.77</b>	<b>75.20 %</b>
<b>Total Operations and Maintenance</b>	<b>412,246.36</b>	<b>438,000.00</b>	<b>-25,753.64</b>	<b>94.12 %</b>
Personnel Expense	48,167.20		48,167.20	
Employee Benefits and Payroll	82,995.47		82,995.47	
457(b) Admin Fess	2,376.75	3,500.00	-1,123.25	67.91 %
457(b) Employee Contribution	-4,583.93		-4,583.93	
457(b) Employer Match	26,984.09	56,000.00	-29,015.91	48.19 %
457(b) Loan	-2,189.98		-2,189.98	
Benefits HRA	19,020.99	27,600.00	-8,579.01	68.92 %
Benefits Life AD& D STD LTD	6,746.29	18,000.00	-11,253.71	37.48 %
Employee Wellness	273.00	1,000.00	-727.00	27.30 %

# Gilpin Ambulance Authority

Budget vs. Actuals: FY\_2024 - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Health Insurance	121,387.97	250,000.00	-128,612.03	48.56 %
Dental Ins	-3,007.44		-3,007.44	
Medical Ins	116,936.24		116,936.24	
Other	2,054.19		2,054.19	
Vision Ins	-274.52		-274.52	
<b>Total Health Insurance</b>	<b>237,096.44</b>	<b>250,000.00</b>	<b>-12,903.56</b>	<b>94.84 %</b>
Payroll & Unemployment Taxes	127,743.35	144,000.00	-16,256.65	88.71 %
Payroll Service Fees	7,464.45	7,000.00	464.45	106.64 %
Reimbursements	95.88		95.88	
Worker's Comp	47,111.00	58,000.00	-10,889.00	81.23 %
<b>Total Employee Benefits and Payroll</b>	<b>551,133.80</b>	<b>565,100.00</b>	<b>-13,966.20</b>	<b>97.53 %</b>
Salaries	516.85		516.85	
Holiday stipends	4,161.04	10,000.00	-5,838.96	41.61 %
PTO	55,170.26	70,000.00	-14,829.74	78.81 %
Salaries Admin	182,226.78	200,000.00	-17,773.22	91.11 %
Salaries Field Staff	1,278,341.53	1,400,000.00	-121,658.47	91.31 %
<b>Total Salaries</b>	<b>1,520,416.46</b>	<b>1,680,000.00</b>	<b>-159,583.54</b>	<b>90.50 %</b>
<b>Total Personnel Expense</b>	<b>2,119,717.46</b>	<b>2,245,100.00</b>	<b>-125,382.54</b>	<b>94.42 %</b>
To Be Categorized	-5,424.26		-5,424.26	
Unapplied Cash Bill Payment Expense	-5,023.13		-5,023.13	
Uncategorized Expense	929.78		929.78	
Uncategorized Expenses	71,526.41		71,526.41	
<b>Total Expenses</b>	<b>\$3,192,271.76</b>	<b>\$3,252,529.85</b>	<b>\$ -60,258.09</b>	<b>98.15 %</b>
NET OPERATING INCOME	<b>\$744,019.98</b>	<b>\$120,000.01</b>	<b>\$624,019.97</b>	<b>620.02 %</b>
NET INCOME	<b>\$744,019.98</b>	<b>\$120,000.01</b>	<b>\$624,019.97</b>	<b>620.02 %</b>

# Gilpin Ambulance Authority

## Expenses by Vendor Summary (List of Bills)

December 2024

	TOTAL
ADP	138,024.99
AFLAC	43.56
Allegiance	929.78
Amazon	2,277.75
BOK	25.00
Bound Tree Medical, LLC	4,186.36
CEBT	15,920.35
Century Link2	95.23
City of Black Hawk - Maintenance	4,952.83
CNC Technical Services LLC	779.92
Collins Cole Flynn Winn & Ulmer, PLLC	783.00
CPS HR Consulting	0.00
Delilah M Madrid	50.00
DirecTV2	168.99
DRS	-6,253.23
Eldorado Artesian Springs, Inc.	396.83
ESO Solutions, Inc	3,873.68
GilpinCounty	0.00
Go Daddy	21.99
Golden Gate Electric LLC	1,701.23
Great Plains Communications	432.58
July	14,218.04
Marv's Towing	750.00
Merchant Services	514.44
Sharp Ambulance Billing	2,011.05
St. Anthony Hospitals	1,828.30
United Power	238.49
VFIS	-17,287.37
ZOHO-ZOHO	110.00
Not Specified	-3,351.52
<b>TOTAL</b>	<b>\$167,442.27</b>

**RAMP Card Transactions (December 2024)**

<b>Transaction Date</b>	<b>Amount</b>	<b>User</b>	<b>Merchant Name</b>	<b>Merchant City</b>	<b>Merchant State</b>
12/2/24	\$ 33.75	Bobby Putnar	Collinson Enterprises	Crofton	MD
12/2/24	\$ 1,903.55	Jonathan Lini	Purcell Tire and Service Center	Denver	CO
12/3/24	\$ 44.21	Bobby Putnar	Mid City Grill	Central City	CO
12/4/24	\$ 78.92	Bobby Putnar	Amazon	Seattle	WA
12/4/24	\$ 98.19	Bobby Putnar	The Centre	New Richmond	WI
12/4/24	\$ 967.65	Bobby Putnar	Galls	Lexington	KY
12/5/24	\$ (637.51)	Cody Carroll	Live Action Safety	Eugene	OR
12/6/24	\$ 13.29	Jonathan Lini	Ace Hardware	Arvada	CO
12/6/24	\$ 25.06	Bobby Putnar	Circle K	Wheat Ridge	CO
12/7/24	\$ 35.75	Bobby Putnar	Collinson Enterprises	Crofton	MD
12/7/24	\$ 679.08	Bobby Putnar	Amazon	Seattle	WA
12/9/24	\$ 6.62	Jonathan Lini	Amazon	Seattle	WA
12/10/24	\$ 995.00	Bobby Putnar	Amazon	Seattle	WA
12/10/24	\$ 36.59	Jonathan Lini	Amazon	Seattle	WA
12/11/24	\$ (951.36)	Cody Carroll	Cricket Wireless	North Palm Bea	FL
12/12/24	\$ 107.71	Bobby Putnar	Intuit	Mountain View	CA
12/12/24	\$ 644.41	Bobby Putnar	Zoom	San Jose	CA
12/15/24	\$ 10.20	Bobby Putnar	Hulu	Santa Monica	CA
12/16/24	\$ 89.17	Bobby Putnar	Red Dolly Casino	Black Hawk	CO
12/17/24	\$ 89.99	Bobby Putnar	Apple Services	Cupertino	CA
12/17/24	\$ 159.99	Bobby Putnar	Zoom	San Jose	CA
12/17/24	\$ 147.12	Jonathan Lini	The Honey Baked Ham Company	Broomfield	CO
12/18/24	\$ 58.86	Bobby Putnar	Galls	Lexington	KY
12/19/24	\$ 90.38	Bobby Putnar	Hulu	Santa Monica	CA
12/19/24	\$ 12.50	Bobby Putnar	eFax	Los Angeles	CA
12/19/24	\$ 75.00	Bobby Putnar	Wolfco Pest Control	Englewood	CO
12/20/24	\$ 234.88	Bobby Putnar	Zoom	San Jose	CA
12/21/24	\$ 23.56	Bobby Putnar	Amazon	Seattle	WA
12/21/24	\$ 29.99	Jonathan Lini	Amazon	Seattle	WA
12/21/24	\$ 125.24	Jonathan Lini	Amazon	Seattle	WA
12/23/24	\$ 32.29	Bobby Putnar	Red Dolly Casino	Black Hawk	CO
12/24/24	\$ 86.42	Josh Harrisor	Hi Market Black Hawk	Black Hawk	CO
12/24/24	\$ 91.56	Bobby Putnar	Office Depot	Golden	CO
12/25/24	\$ 16.78	Jonathan Lini	Amazon	Seattle	WA
12/26/24	\$ 37.83	Jonathan Lini	Amazon	Seattle	WA
12/26/24	\$ 12.45	Jonathan Lini	Amazon	Seattle	WA
12/27/24	\$ 15.99	Jonathan Lini	Amazon	Seattle	WA
12/28/24	\$ 15.49	Bobby Putnar	Netflix	Los Gatos	CA
12/28/24	\$ 74.85	Jonathan Lini	Amazon	Seattle	WA
12/28/24	\$ 74.59	Jonathan Lini	Amazon	Seattle	WA
12/30/24	\$ 19.99	Bobby Putnar	Adobe	San Jose	CA



Billing Summary and Accounts Receivable (2024)													
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Totals
Beginning AR	\$698,808.32	\$648,784.95	\$597,517.51	\$572,301.55	\$673,497.54	\$576,085.06	\$657,104.70	\$708,259.46	\$715,413.21	\$694,817.55	\$831,678.59	\$876,945.84	\$698,808.32
Charges/Invoices	\$176,546.66	\$79,809.61	\$46,226.41	\$361,899.58	\$148,585.32	\$207,302.33	\$189,961.06	\$150,338.17	\$130,127.08	\$224,364.44	\$226,365.71	(\$15,208.77)	\$1,926,317.60
Medicare Contractual	(\$10,696.87)	(\$15,948.77)	(\$8,271.55)	(\$14,161.09)	(\$19,183.00)	(\$27,349.54)	(\$5,439.15)	(\$16,306.97)	(\$7,089.39)	(\$8,527.03)	(\$24,205.00)	(\$17,869.08)	(\$175,047.44)
Medicaid Contractual	(\$41,157.22)	(\$31,519.67)	(\$3,987.56)	(\$46,561.45)	(\$44,540.10)	(\$26,776.16)	(\$31,413.45)	(\$24,817.70)	(\$54,200.46)	(\$14,685.20)	(\$56,220.15)	(\$26,247.42)	(\$402,126.54)
Insurance Contractual	(\$30,625.27)	(\$29,710.67)	(\$13,616.93)	(\$22,096.51)	(\$47,627.04)	(\$28,353.40)	(\$33,513.32)	(\$29,459.58)	(\$30,493.32)	(\$14,317.18)	(\$30,550.15)	(\$12,052.04)	(\$322,415.41)
Patient Contractual	(\$150.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,410.50)	\$0.00	\$0.00	(\$2,307.02)	\$0.00	\$0.00	\$0.00	(\$4,867.52)
Total Contractual	(\$82,629.36)	(\$77,179.11)	(\$25,876.04)	(\$82,819.05)	(\$113,760.64)	(\$82,479.10)	(\$70,365.92)	(\$72,891.27)	(\$91,783.17)	(\$37,529.41)	(\$110,975.30)	(\$56,168.54)	(\$904,456.91)
Allowed Charges	\$93,917.30	\$2,630.50	\$20,350.37	\$279,080.53	\$34,824.68	\$124,823.23	\$119,595.14	\$77,446.90	\$38,343.91	\$186,835.03	\$115,390.41	(\$71,377.31)	\$1,021,860.69
Patient Discounts	(\$4,123.00)	\$0.00	(\$158.59)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)	\$0.00	(\$2,262.91)	\$0.00	(\$2,335.33)	(\$9,379.83)
Bad Debt	(\$77,771.70)	\$0.00	(\$813.00)	(\$132,897.01)	(\$46,577.06)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$258,058.77)
Bad Debt Recovery	\$983.18	\$1,585.83	\$4,486.64	\$6,658.39	\$4,581.83	\$2,083.17	\$2,042.50	\$0.00	\$200.00	\$2,565.28	\$0.00	\$0.00	\$25,186.82
Misc Adjustments	(\$1,809.00)	\$0.00	\$0.00	\$0.00	(\$15.76)	(\$50.00)	(\$40.00)	\$0.00	\$0.00	\$0.00	(\$416.76)	(\$2,580.35)	(\$4,911.87)
Total Adjustments	(\$82,720.52)	\$1,585.83	\$3,515.05	(\$126,238.62)	(\$42,010.99)	\$2,033.17	\$2,002.50	(\$500.00)	\$200.00	\$302.37	(\$416.76)	(\$4,915.68)	(\$247,163.65)
Medicare Payments	(\$3,619.21)	(\$5,661.65)	(\$2,907.42)	(\$5,059.29)	(\$6,857.87)	(\$10,287.55)	(\$1,775.23)	(\$5,826.21)	(\$1,926.61)	(\$3,056.96)	(\$8,852.77)	(\$6,389.37)	(\$62,220.14)
Medicaid Payments	(\$10,520.63)	(\$6,954.49)	(\$1,408.15)	(\$12,795.64)	(\$12,405.99)	(\$6,496.33)	(\$8,715.79)	(\$6,907.66)	(\$14,742.88)	(\$4,023.24)	(\$15,954.23)	(\$6,913.93)	(\$107,838.96)
Insurance Payments	(\$35,908.99)	(\$34,197.53)	(\$34,005.80)	(\$23,656.81)	(\$60,169.41)	(\$21,477.03)	(\$47,089.05)	(\$48,185.21)	(\$29,282.01)	(\$29,598.37)	(\$33,511.61)	(\$47,049.56)	(\$444,131.38)
Facility Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,565.28)	\$2,565.28	\$0.00	\$0.00	\$0.00
Patient Payments	(\$11,404.21)	(\$8,670.10)	(\$10,760.01)	(\$11,066.98)	(\$12,273.28)	(\$7,575.85)	(\$13,183.82)	(\$8,874.07)	(\$10,622.79)	(\$16,163.07)	(\$11,387.79)	(\$8,363.31)	(\$130,345.28)
Total Payments	(\$61,453.04)	(\$55,483.77)	(\$49,081.38)	(\$52,578.72)	(\$91,706.55)	(\$45,836.76)	(\$70,763.89)	(\$69,793.15)	(\$59,139.57)	(\$50,276.36)	(\$69,706.40)	(\$68,716.17)	(\$744,535.76)
Insurance Refunds	\$0.00	\$0.00	\$0.00	\$932.80	\$0.00	\$0.00	\$161.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,093.81
Patient Refunds	\$232.89	\$0.00	\$0.00	\$0.00	\$1,480.38	\$0.00	\$160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,873.27
Total Refunds	\$232.89	\$0.00	\$0.00	\$932.80	\$1,480.38	\$0.00	\$321.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,967.08
Change in A/R	(\$50,023.37)	(\$51,267.44)	(\$25,215.96)	\$101,195.99	(\$97,412.48)	\$81,019.64	\$51,154.76	\$7,153.75	(\$20,595.66)	\$136,861.04	\$45,267.25	(\$145,009.16)	\$33,128.36
Ending A/R	\$648,784.95	\$597,517.51	\$572,301.55	\$673,497.54	\$576,085.06	\$657,104.70	\$708,259.46	\$715,413.21	\$694,817.55	\$831,678.59	\$876,945.84	\$731,936.68	\$731,936.68
BAD DEBT ACTIVITY													
Beginning Bad Debt	(\$668,005.80)	(\$744,794.32)	(\$743,208.49)	(\$739,534.85)	(\$865,773.47)	(\$907,768.70)	(\$905,685.53)	(\$903,643.03)	(\$903,643.03)	(\$903,443.03)	(\$900,877.75)	(\$900,877.75)	(\$668,005.80)
Accounts Sent to Bad Debt	(\$79,711.46)	\$0.00	(\$813.00)	(\$132,897.01)	(\$46,577.06)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$259,998.53)
Bad Debt Adjustments	\$1,939.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,939.76
Bad Debt Recovery	\$983.18	\$1,585.83	\$4,486.64	\$6,658.39	\$4,581.83	\$2,083.17	\$2,042.50	\$0.00	\$200.00	\$2,565.28	\$0.00	\$0.00	\$25,186.82
Ending Bad Debt	(\$744,794.32)	(\$743,208.49)	(\$739,534.85)	(\$865,773.47)	(\$907,768.70)	(\$905,685.53)	(\$903,643.03)	(\$903,643.03)	(\$903,443.03)	(\$900,877.75)	(\$900,877.75)	(\$900,877.75)	(\$900,877.75)
OPERATING RATIOS													
Total # of Bills Sent	73	91	17	134	91	99	53	83	83	37	123	69	953
Gross Days in AR	\$104.85	\$126.11	\$170.23	\$124.23	\$93.13	\$82.39	\$116.78	\$117.58	\$132.93	\$148.27	\$135.88	\$151.25	
Avg Charge / Transport	\$2,452.04	\$2,494.05	\$2,568.13	\$2,513.19	\$2,518.40	\$2,497.62	\$2,532.81	\$2,548.10	\$2,455.23	\$2,412.52	\$2,515.17	\$2,534.80	\$2,495.23
Avg Revenue / Transport	\$853.51	\$1,733.87	\$2,726.74	\$365.13	\$1,554.35	\$552.25	\$943.52	\$1,182.93	\$1,115.84	\$540.61	\$774.52	(\$11,452.70)	\$964.42
A0425 Mileage	\$2,076.00	\$945.90	\$533.10	\$4,242.00	\$1,697.40	\$2,391.90	\$2,235.70	\$1,787.80	\$1,498.40	\$2,520.60	\$2,464.30	(\$178.50)	\$22,214.60
A0426 ALS Non-Emergency Transport, Level 1	0	0	0	0	0	0	0	0	0	4	-2	0	2
A0427 ALS Emergency Transport, Level 1	44	22	13	111	42	60	56	48	32	63	73	-5	559
A0428 BLS Non Emergency Transport	0	0	0	0	0	0	0	0	0	3	-2	0	1
A0429 BLS Emergency Transport	28	10	4	33	15	22	18	11	20	22	18	-1	200
A0433 ALS - Level 2	0	0	1	0	2	1	1	0	1	1	3	0	10



495 Apex Valley Rd. / PO Box 638

Black Hawk, CO 80422

Phone: (303) 582-5499

Fax: (303) 582-3390

## Chief's Report

Date: January 8, 2025

Report by: Cody Carroll

- Worked with Deputy Chief Putnam on the revision and optimization of administrative tasks and procedures
- Selected iSolved as our new HR, payroll, and onboarding vendor and began their implementation process
- Selected WhenToWork as our new online scheduler
- Developed a temporary timecard system to use until iSolved is live.
- Multiple meetings with counsel
- Billing audit per counsel
- Interviewed multiple candidates for positions. Hiring still pending.
- Multiple shifts worked on the ambulance due to short staffing

Annual Incidents by Zone								
Zone	2017	2018	2019	2020	2021	2022	2023	2024
Black Hawk (Gaming)	501	941	892	524	921	1,012	1,003	1,063
Black Hawk (Non-Gaming)	32	45	42	71	60	47	80	91
Black Hawk Subtotal	533	986	934	595	981	1,059	1,083	1,154
Central City (Gaming)	56	146	123	79	128	114	84	92
Central City (Non-Gaming)	24	77	62	72	78	101	93	83
Central City Subtotal	80	223	185	151	206	215	177	175
Gilpin County (Gaming)	11	72	70	43	58	34	35	41
Gilpin County (Non-Gaming)	229	523	474	413	471	526	532	452
Gilpin County Subtotal	240	595	544	456	529	560	567	493
Clear Creek County	35	70	41	44	47	43	43	108
Boulder County	7	27	25	33	40	39	49	45
Jefferson County	2	4	7	9	10	4	1	6
Other	1	1	1		2		1	
Other - Gaming				2				
<b>TOTALS</b>	<b>898</b>	<b>1,906</b>	<b>1,737</b>	<b>1,290</b>	<b>1,815</b>	<b>1,920</b>	<b>1,921</b>	<b>1,981</b>
Black Hawk Percentage for Formula	62%	55%	56%	50%	57%	55%	56%	63%
Central City Percentage for Formula	9%	12%	11%	13%	12%	13%	11%	10%
Gilpin County Percentage for Formula	28%	33%	33%	38%	31%	32%	33%	27%

Monthly Incidents by Zone (2024)													
Zone	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Black Hawk (Gaming)	86	62	101	81	98	83	97	89	84	94	89	99	1,063
Black Hawk (Non-Gaming)	1	3	2	6	5	15	5	11	11	13	9	10	91
Black Hawk (SOI)													0
Black Hawk Subtotal	87	65	103	87	103	98	102	100	95	107	98	109	1,154
Central City (Gaming)	14	6	10	7	7	10	6	11	4	7	6	4	92
Central City (Non-Gaming)	9	3	8	1	7	9	9	8	5	11	6	7	83
Central City (SOI)													0
Central City Subtotal	23	9	18	8	14	19	15	19	9	18	12	11	175
Gilpin County (Gaming)	8	2	5	4	1	1	4	3	5	2	5	1	41
Gilpin County (Non-Gaming)	36	37	46	31	29	40	53	38	46	25	44	27	452
Gilpin County (SOI)													0
Gilpin County Subtotal	44	39	51	35	30	41	57	41	51	27	49	28	493
Clear Creek County	9	10	20	5	3	3	12	6	15	11	7	7	108
Boulder County	5	4	2	2	5	1	2	4	4	4	8	4	45
Jefferson County					1		1	2	1	1			6
TOTALS	168	127	194	137	156	162	189	172	175	168	174	159	1,981

Monthly Patient Encounters by Disposition (2024)													
Disposition	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
Uncoded	12	18	24	7	5	22	25	13	14	17	13	9	179
Assist, Public	10	10	14	8	8	6	16	16	20	15	20	7	150
Cancelled (No Patient Contact)	7	4	3	1	3	2	3	3	5	2		2	35
Cancelled (Prior to Arrival at Scene)	5	5	3	1	3	6	3	3	5	4	8	5	51
Cancelled on Scene/No Patient Found	3	2	3	2	3	6	3	5	3	3	8	6	47
Patient Dead on Scene - No Resuscitation Attempted (Without Transport)					1								1
Patient Dead on Scene - Resuscitation Attempted (Without Transport)			1		1		1		1	1		2	7
Patient Evaluated, No Treatment/Transport Required	9	4	7	4	5	7	6	3	3	1	4	5	58
Patient Refused Evaluation/Care (Without Transport)	40	21	47	28	19	22	41	43	45	29	19	33	387
Patient Treated, Released (AMA)	8	5	12	9	16	15	7	13	8	10	16	13	132
Patient Treated, Released (per protocol)	7	8	4	6	8	5	5	2	2	8	11	8	74
Patient Treated, Transferred Care to Another EMS Professional/Unit					2		1	3		3	1		10
Patient Treated, Transported by Law Enforcement		2	1	1				1		1		1	7
Patient Treated, Transported by Private Vehicle	2		2	1		1	2	3	2	1		2	16
Billable Dispositions													
Transported Lights/Siren	7	7	11	16	9	10	12	8	8	8	9	10	115
Transported Lights/Siren, Downgraded				2	1	2		1					6
Transported No Lights/Siren	59	44	66	53	70	57	60	57	61	63	65	56	711
Transported No Lights/Siren, Upgraded		1		1	2	2	5			3	4	1	19
Total Billable Encounters	66	52	77	72	82	71	77	66	69	74	78	67	851
Billable Encounter Percentage	39%	40%	39%	51%	53%	44%	41%	38%	39%	44%	44%	42%	42%
TOTALS	169	131	198	140	156	163	190	174	177	169	178	160	2,005

Mutual Aid Incidents by Run Type (2024 vs. 2025)																											
Zone	Run Type	January		February		March		April		May		June		July		August		September		October		November		December		TOTAL	
		2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025
Boulder	Emergency Response (Mutual Aid)	5		4		2		2		5		1		2		4		4		4		8		4		45	0
	Standby																									0	0
	Boulder County Subtotal	5	0	4	0	2	0	2	0	5	0	1	0	2	0	4	0	4	0	4	0	8	0	4	0	45	0
Clear Creek	Emergency Response (Mutual Aid)	9		10		14		4		2		2		10		6		13		2		5		5		82	0
	Standby					6		1		1		1		2				2		9		2		2		26	0
	Clear Creek County Subtotal	9	0	10	0	20	0	5	0	3	0	3	0	12	0	6	0	15	0	11	0	7	0	7	0	108	0
Jefferson	Emergency Response (Mutual Aid)									1						2		1		1						5	0
	Standby																									0	0
	Jefferson County Subtotal	0	0	0	0	0	0	0	0	1	0	0	0	0	0	2	0	1	0	1	0	0	0	0	0	5	0
Summit	Emergency Response (Mutual Aid)																									0	0
	Standby																									0	0
	Summit County Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	Emergency Response (Mutual Aid)																									0	0
	Standby																									0	0
	Other Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL Mutual Aid Incidents		14	0	14	0	22	0	7	0	9	0	4	0	14	0	12	0	20	0	16	0	15	0	11	0	158	0

## **INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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").

### **WITNESSETH**

WHEREAS, the Authority desires to have maintenance services 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 Thirty Nine Dollars (\$139.00)** 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" or "Fleet 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 mechanics shall be under the supervision and control of Black Hawk. The Authority shall report performance problems to the Public Works Director.

4. City Liaisons and 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 Maintenance Services Manager.

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, but reasonable, 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 (excluding 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 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 reasonable shop priorities, the Authority and Black Hawk shall determine by mutual consent how best to provide such services outside the scope of this Agreement. The Black Hawk liaison will make reasonable efforts to contact the Authority liaison 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, Black Hawk 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, 2025.

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 of all undisputed amounts 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. If the Authority fails to make payment of amounts under this Agreement within the above timeframes, Black Hawk shall provide written notice of delinquency to the Authority within thirty (30) days of missed payments. The Authority shall have ten (10) working days from the date of receipt of such notice to provide a written notice of dispute to the Authority for all disputed amounts and/or to remit all outstanding undisputed amounts. Disputed amounts not paid by the timeframes set forth above shall not be assessed a late fee or penalty.

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. The 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, 2025.
- 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 (\$1,200,000) general aggregate, or such greater amounts as set forth as maximum liability limits under the Colorado Governmental Immunity Act. The policy shall contain a severability of interests provision. Each of the Authority's and Black Hawk's policies required by this Section 15 shall be endorsed to include the other's officers and employees as additional insureds. 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 certificates of insurance shall be sent to:

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

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422 Attn: City Clerk

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 their respective 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 Black Hawk or the Authority 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  
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.

19. Counterparts, Electronic Signatures and Electronic Records. This Supplement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

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

**CITY OF BLACK HAWK, COLORADO**

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David D. Spellman, Mayor

ATTEST:

---

Melissa A. Greiner, City Clerk

**GILPIN AMBULANCE AUTHORITY**

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Buddy Schmalz, President

ATTEST:

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Cody Carroll, Chief

**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, and radiators**
- 11) Suspension repairs, springs, struts, shocks, ball joints, tie rod ends, etc.**
- 12) Vehicle chassis electrical system repairs**
- 13) Hydraulic repairs or replacements**
- 14) Minor welding and machine work**
- 15) Bumpers, front, and rear replacements**

## CONSULTING AGREEMENT

This Consulting Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 2025 (the “**Effective Date**”), is by and between Gilpin Ambulance Authority (the “**Company**”) and GJ Davis Legacy Holdings, LLC (the “**Consultant**”).

### WITNESSETH:

WHEREAS, the Company agreed to retain the services of the Consultant to provide consulting services in connection with, among other things, the Company’s accounting and finance activities (the “**Services**”); and

WHEREAS, the Company and the Consultant mutually desire to reduce their on-going business relationship to a writing under the terms hereof.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto do hereby agree as follows:

#### 1. TERM

The Company hereby retains the Consultant for a term of 12 months commencing on the Effective Date and subject to any earlier termination pursuant to Section 6 hereof (the “**Term**”).

#### 2. DUTIES

Subject at all times to the consultation with the EMS Chief and the Company’s Board of Directors (the “**Board**”) or their designated representatives, the Consultant shall be retained as a consultant to assist and advise the Company in connection with the Company’s accounting and finance activities. Company acknowledges accounts payable, accounts receivable, and payroll functions are not included in the scope of Services. Consultant will perform all Services in a professional and timely manner, in accordance with generally accepted accounting principles.

#### 3. CONFIDENTIALITY

In the course of performing the Services, the parties recognize that Consultant may come in contact with or become familiar with information which the Company or its subsidiaries or affiliates may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees.

#### 4. LOYALTY OBLIGATIONS

The Consultant agrees that during the Term, Consultant shall not induce or attempt to induce any person who is an employee, agent or consultant of the Company to leave the employ of the Company.

#### 5. COMPENSATION

The Company shall pay to the Consultant for the Services compensation as follows:

(a) \$2,000 per month for the Term; and

(b) reimbursement of all ordinary and necessary out-of-pocket expenses related to the Services will be reimbursed to the Consultant upon submission of the invoices and/or receipts therefore sufficient for United States Federal Income Tax purposes.

The Consultant shall invoice the Company on a monthly basis by the tenth (10<sup>th</sup>) day of each month, for the amounts payable in accordance with this Section. The Consultant agrees to pay such invoices within thirty (30) days of receipt. Each invoice shall include a general description of the services performed and/or the expenses incurred. All fees for the services shall be paid without any deduction including, without limitation, any deduction for social security, federal or state or withholding taxes or unemployment insurance. The Consultant acknowledges that they are responsible for the proper reporting and payment of all taxes on such fees.

## 6. CLIENT RESPONSIBILITIES

Client agrees to:

- (a) Provide Consultant with timely and accurate financial records, including bank statements, invoices, receipts, and cancelled checks to perform requested services.
- (b) Grant Consultant access to Company's accounting software or relevant financial data as necessary to perform requested services. Company is responsible for any costs associated with providing such access.
- (c) Review and approve financial reports provided by the Consultant in a timely manner.
- (d) Provide any additional information or assistance reasonably requested by the Consultant to perform requested services.
- (e) Retain all supporting documentation for accounting transactions
- (f) Inform Contractor of any changes in Company's business structure or tax situation.

## 7. TERMINATION

This Agreement may be terminated by either party with immediate effect upon written notice to the other in the event of the other party's breach of any of the terms of this Agreement which shall not have been remedied within fourteen (14) days of written notice with request to do so. Either party may terminate this Agreement upon sixty (60) days prior written notice and mutual agreement in writing between both parties for convenience.

## 8. RELATIONSHIP OF PARTIES

(a) It is hereby agreed between the parties that the Consultant is an independent contractor, they are not an officer, affiliate or employee of the Company, or a broker or dealer, for any purpose whatsoever.

(b) None of the benefits provided by the Company to its employees, including but not limited to medical, life, accident, or disability insurance, pension or profit-sharing plans, unemployment or Worker's Compensation, are available to the Consultant. No withholding of federal or state income taxes, social security or related contributions shall be made from payments made to the Consultant, and the Consultant shall be solely responsible for payment of any such taxes or contributions due on account of payments received under this Agreement.

## 9. INSURANCE

(a) During the term of this Agreement, the Consultant shall purchase and maintain, at its own cost and expense commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Consultant under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate; and

(a) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(b) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(c) The Company, the Company Representative, and the Company's directors, officers, and employees shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of two (2) years; and (ii) automobile liability policy.

(d) The Consultant shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the Company, its directors, officers, agents, and employees.

(e) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Company and its directors, officers, agents, and employees. Any insurance maintained by the Company and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Consultant's insurance.

(f) Prior to commencement of performance, the Consultant shall provide certificates of insurance satisfactory to the Company that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Consultant agrees that, until the Company is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Company. The Consultant will provide the Company with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Company to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Consultant of its responsibility to provide the specific insurance coverages set forth herein.

(g) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Company, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Company no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Consultant shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Company. Notwithstanding the provisions contained in Section 18 (Remedies), if the Consultant fails to procure the required insurance or provide the Company with Certificates of Insurance within the timeframe provided, the Company may terminate or suspend this Agreement upon written notice to the Consultant.

#### 10. NOTICES

Any notice or other communication under this Agreement shall be in writing and shall be deemed to have been given when delivered personally against receipt therefor or when mailed via registered or certified mail as follows:

(a) To the Company:

Gilpin Ambulance Authority  
495 Apex Valley Rd.  
Black Hawk, CO 80422

(b) To the Consultant:

GJ DAVIS LEGACY HOLDINGS, LLC  
108 Elm St  
Cibolo, TX 78108

or to such other address as either party shall have given by notice hereunder to the other.

#### 11. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter hereof and the parties hereto have made no agreements, representations or warranties relating to the subject matter of this Agreement, which are not set forth herein. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

#### 12. OWNERSHIP OF WORK

The Company shall own all work product for which it has paid.

#### 13. LIMITATION ON DAMAGES

Under no circumstances shall the Company be liable to the Consultant for special, punitive, indirect or consequential damages suffered by the Consultant arising out of or in connection with the Agreement including, without limitation, lost profits, loss of use, or loss of opportunity.

#### 14. ANNUAL APPROPRIATION



Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., the Company'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 the Company's Board of Directors.

#### 15. TAXES

The Company is a governmental entity and is therefore exempt from state and local sales and use tax. The Company will not pay for or reimburse any sales or use tax that may not directly be imposed against the Company. The Consultant shall use the Company sales tax exemption for the purchase of any and all products and equipment on behalf of the Company.

#### 16. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Company and to the Company's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company between the Company and the Consultant on the subject of arbitration of employment-related claims.

#### 17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the State of Colorado and in the event of a dispute, the Parties hereby agree to submit to the personal jurisdiction of the state and federal courts of the State of Colorado.

#### 18. SEVERABILITY

In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

#### 19. HEADINGS

The headings of the paragraphs herein are inserted for convenience and shall not affect any interpretation of this Agreement.

20. COUNTERPARTS, ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

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

**Gilpin Ambulance Authority**

By: \_\_\_\_\_

Buddy Schmalz  
President  
Gilpin Ambulance Authority  
Board of Directors

**Consultant**

By: \_\_\_\_\_

Jolind Davis  
Partner  
GJ Davis Legacy Holdings, LLC