

**AGENDA FOR THE
ENGLEWOOD CITY COUNCIL
STUDY SESSION
MONDAY, OCTOBER 13, 2014
COMMUNITY ROOM
6:00 P.M.**



- I. CML Colorado Cities and Towns Week**
Communications Coordinator Leigh Ann Hoffhines will present Colorado Municipal League's Cities and Town Week.
- II. Update on 201 Englewood Parkway - 6:10 p.m.**
Community Development Director Alan White and Senior Planner Chris Neubecker will be present to discuss progress at the former Scientology building.
- III. Police Officer Recruitment Costs – 6:30 p.m.**
Police Chief John Collins will be present to discuss the police recruitment costs and funding options.
- IV. Emergency Dispatch Options – 6:45 p.m.**
City Manager Eric Keck will discuss emergency dispatch options.
- V. Aid to Other Agencies Discussion – 7:30 p.m.**
Council will discuss 2015 Aid to Other Agencies applications.
- VI. City Manager's Choice.**
- VII. City Attorney's Choice.**
- VIII. Council Member's Choice**

Please Note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood, 303-762-2407, at least 48 hours in advance of when services are needed. Thank you.



M E M O R A N D U M

TO: City Council

CC: Eric Keck, City Manager

THRU: Alan White, Community Development Director ✓

FROM: Chris Neubecker, Senior Planner

DATE: October 8, 2014

SUBJECT: 201 Englewood Parkway – Balcony and Canopy Encroachments

Bannock Club, LLC, the owner/developer of 201 Englewood Parkway, has submitted plans for the development of a new 30-unit apartment building with two ground floor live/work units. The site was previously owned by the Church of Scientology, and has been vacant for approximately four to five years. The existing building will be demolished and a new building constructed with most of the parking under the building. The Applicant has submitted plans for a building permit. Initial plan review comments have been provided, and revised plans have been resubmitted.

The project includes 24 balconies that project over the public rights-of-way of S. Bannock Street, Englewood Parkway, and a public alley right-of-way to the west of the site. Also proposed above the right-of-way is an architectural canopy on the south and east side of the building, which adds visual interest to the design and shelters the walkway below. A wheelchair ramp on the southeast corner of the site is also proposed within the right-of-way.

These encroachments project no greater than 4 feet into the right-of-way. Only the wheelchair ramp along S. Bannock Street is on the ground. The canopy is 9 ½ feet above grade, and the lowest balcony is 15 feet above grade. The proposed encroachments will not interrupt sidewalks or the street, and are set back at least 3 feet back from existing sidewalks and 9 feet from the curb.

ANALYSIS

Section 11-3-4 D of the Englewood Municipal Code states as follows:

“All requests for encroachments into the public right-of-way where the encroachment is a structure which would create a permanent taking of City right-of-way and appeals from staff denial of an encroachment shall be made to the City Council.”

This issue is tentatively scheduled for first reading of an ordinance on October 20, 2014.

The balconies and canopy are important to provide visual interest to the building, but also provide significant useful functions. The balconies provide outdoor space for residents to obtain fresh air and enjoy the outdoors. The canopy helps to provide both shade and protection from rain and snow on the walkway below.

If the encroachment agreement is not approved, the Applicant will likely need to redesign the building. The balconies are an important part of the design for the market rate tenants and add significant value to the property. Without the balconies, this higher-end apartment design would not be financially feasible, according to the applicant.

The Applicant considered "Juliet" balconies that include a railing, but no outdoor space. This option does not provide the outdoor space or value to tenants, and the Applicant is not interested in using Juliet balconies. Redesigning the building is possible, but will add significant costs and delays to the project.

FINANCIAL IMPACT

There should be a positive financial impact on the City through additional collection of Use Tax and Property Tax from this development. Furthermore, this new development is an important catalyst for the revitalization of the downtown area, and should lead to additional interest in the development of housing and commercial investment in the community.

LIST OF ATTACHMENTS

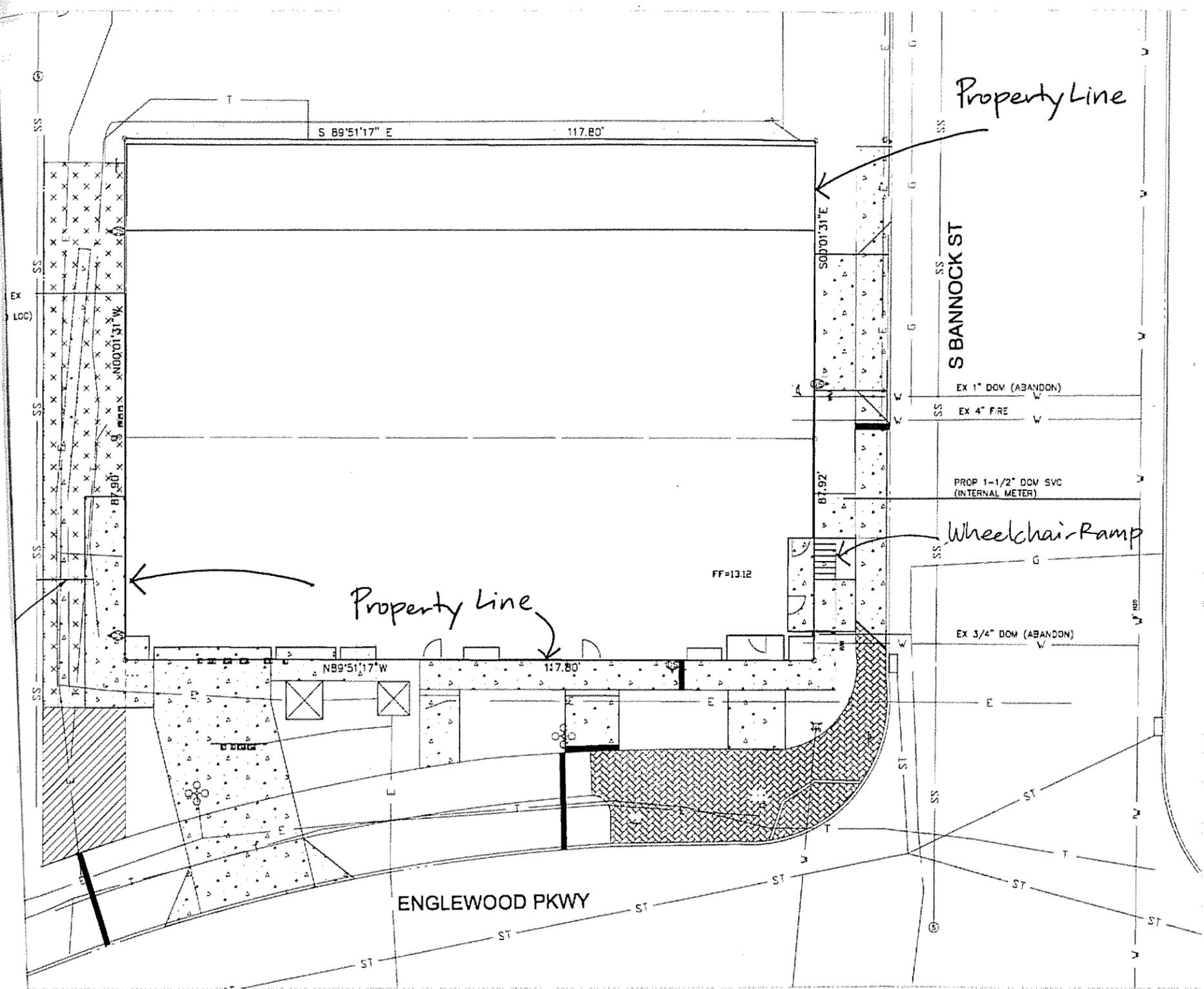
Site Plan, Floor Plan and Building Elevations

CALL UTILITY NOTIFICATION
 CENTER OF COLORADO
811
 CALL 2-BUSINESS DAYS IN ADVANCE
 BEFORE YOU DIG, GRADE, OR EXCAVATE
 FOR THE MARKING OF UNDERGROUND
 MEMBER UTILITIES

LEGEND

- | EXISTING | PROPOSED |
|---------------------|------------------------------------|
| —E— ELEC. LINE | — DIRECTION OF SURFACE FLOW |
| —G— GAS LINE | ⬇ ROOF DRAIN/DOWNSPOUT |
| —SS— STORM SEWER | — FINISH GRADE E. |
| —ST— STORM SEWER | — CURB AND GUTTER |
| —T— TRAFFIC CONDUIT | — 3' CONC. PAN |
| ⊙ STORM SWR MANHOLE | — CHASE (PER CITY DTL E-9) |
| ⊙ SAN. SWR MANHOLE | ⊠ CONCRETE (SIDEWALK, PAVING, PAN) |
| ⊙ FIRE HYDRANT | ▨ GRASS PAVERS |
| ⊙ WATER VALVE | ⊠ ASPHALT PAVED/PAV |
| ⊙ LIGHT POLES | |
| ⊙ ELEC. METER | |
| ⊙ GAS METER | |
| ⊙ WATER MANHOLE | |
| ⊙ ELEC. BOX | |
| ⊙ TRANSFORMER | |
| ⊙ ELEC. PEDESTALS | |
| ⊙ POWER POLE | |
| ⊙ TELE. VAULT | |
| ⊙ PHONE PEDESTAL | |
| — BLOCK WALL | |

ALL WORK SHALL COMPLY WITH CITY OF
 ENGLEWOOD STANDARDS AND SPECIFICATIONS



LIV Apartments 201 Englewood Parkway
 Englewood, CO

ARROW CIVIL ENGINEERS
 2829 E. GEDDES AVE.
 CENTENNIAL, CO 80122
 (303) 329-8004

REV.	DATE	DESCRIPTION
DESIGNED:	S ^{PM}	DRAWN: JAM CHECKED: S ^{PM}

A

Memorandum

To: Eric Keck, City Manager
CC:
From: John M. Collins, Chief of Police
Date: October 8, 2014
Re: Personnel Costing

During the City Council Study Session on October 6th, City Council expressed an interest in changing the start date of the three previously approved police officer positions from April 1, 2015 to January 1, 2015. The additional cost to the City and the Police Department's budget is \$59,634.00.

I will be analyzing the Police Department's 2015 budget to determine if there are cost savings to offset the above stated added cost.



Memorandum:

To: Honorable Mayor and Members of the City Council
From: Eric A. Keck, City Manager
Date: 9 Oktober 2014
Subject: Emergency Dispatch Services

As you are aware, the Englewood Fire Department has been studying ways in which to improve its emergency dispatching capabilities and ensure that the City is providing the highest level of service to the residents of our community. Furthermore, there are also concerns with ensuring that we have the most effective dispatch in order to provide for the safety of our employees and residents as well. After considerable study, there were two options for dispatch service delivery; self-provision and contract. Through analyzing the costs for continuing to provide dispatch services in-house, it was determined that the cost to acquire a new CAD system and staff the dispatch center appropriately would be too expensive to perform internally. The Fire Department then looked at contracting the dispatch services externally and has obtained two proposals for this service. This memorandum will outline the evaluation of the two proposals, one from the City of Littleton and the other from the Metropolitan Area Communications Center or Metcom.

Proposal Analysis:

Proposal	Cost	Cost with E911 Grant Funds
City of Littleton	\$280,268	\$255,268
Metcom	\$207,648	\$182,648

Both the City of Littleton and Metcom dispatch centers operate on the Tritech CAD system which will open up opportunities for enhanced dispatching and interoperability of communications for the Englewood Fire Department. Similarly, both Littleton and Metcom would require the City of Englewood to acquire mobile data terminals for our apparatus so the costs are very similar for this interface with the dispatch as well.

The City of Littleton has offered, as part of its proposed cost, to provide our fire department with training. On the face of it, this offer is an enhancement to our department but it does not obviate the need for the Englewood Fire Department to have its own training officer to manage the day to day training, professional development and education of our personnel. As such, this proposal does not save the City of Englewood any money. However, the City of Englewood does plan to train and exercise more frequently with the City of Littleton Fire

Department to ensure that we are operating in a more coordinated fashion together in the future on mutual aid events. The City of Englewood Fire Department also plans to piggyback on an online training program called Target Solutions that will afford our employees an opportunity for distance learning while in the station.

The City of Littleton Fire Department has also offered to dispatch its Care or Quick Car in the City of Englewood for emergency medical calls that are not as sensitive and require transport within our corporate boundaries. This is a direction that Englewood is working upon as well since it will afford a higher level of service to our residents as well as eliminate the need to run our engine and ambulance to every medical call. The City of Englewood is working with Health One and Swedish Hospital to institute such a program in our community as well as create another potential revenue stream for the department through medical insurance billing for this service. Moving to either the City of Littleton Fire Dispatch or Metcom will allow this innovative service to transpire within the City of Englewood as Emergency Medical Dispatch or EMD priority dispatching will be in place.

Conclusion:

After thoroughly analyzing both proposals, staff is recommending that the City Council authorize moving forward with a contract with the Metropolitan Area Communication Center. While both entities provide competent service to their constituencies, it is apparent that Metcom provides the most cost efficacious option for our community. Furthermore, Metcom's approach to service delivery as a fire only dispatch center will more readily meet the needs of our community. Metcom has also proposed to keep their cost for service to be locked in for the first three years predicated on our actual call for service volume. Finally, due its larger size, Metcom will be able to staff up to handle higher demand incidents and events as well as provide an incident dispatch team at the site of events that will provide a high level of service at the scene of a major event.

Notwithstanding anything that has been previously been stated, entering into an agreement with Metcom for dispatch services now would not close out the opportunity of working with any other entity in the future for dispatch or fire and EMS services. As such, the City of Englewood and the Fire Department will remain open to ways in which it can work with the City of Littleton in the future to ensure that we can provide the finest most effective services possible to our residents.

If you should have any questions, please do not hesitate to contact me or Fire Chief Marsh.

City of Englewood & City of Littleton

Fire & Emergency Medical Services Communications Partnership Proposal

October 8, 2014

Background

The Littleton Fire Rescue (LFR) Department is a full service organization serving over 220,00 people residing in a 92 plus square mile area. LFR operates out of eight modern fire stations providing emergency response services such as: fire suppression, emergency medical services (full transport), hazardous materials response, technical rescue, dive & swiftwater rescue and wildland response.

LFR and the City of Littleton (COL) has demonstrated our commitment to successful partnerships by providing the highest quality fire and EMS response to the communities of Highlands Ranch and to the residents of the Littleton Fire Protection District (LFPD). LFR began its partnership with Highlands Ranch Metro District (HRMD) in 1981 by signing a communications contract. By 1984 the contract included communications, fire response, mapping, plan reviews, inspections and fire investigations. LFR continues to serve the HRMD and it's 96,000 plus residents and businesses..

Our partnership with the LFPD is rich with tradition. The partnership was established in 1949 and was amended in 1964 to more equitably distribute the costs between the partners. This partnership provides the same services offered to HRMD.

Littleton Fire Rescue Communications Center (LFRCC)

LFR and COL is proud to offer emergency services communications to our fire partners and provides these services through a CFAI Accredited Communications Center. LFRCC is equipped with state of the art technology including, Computer Aided Dispatch (CAD), new radio consoles & MDC's, Text to 911 VIPER System and is a partner in the Jefferson Arapahoe Consolidated CAD (JACC) system. All mapping and GIS services are provided to JACC participants as part of that system. The center maintains a VHF radio back-up system. All calls for service are broadcast on both radio systems simultaneously. This also allows for members of our community to monitor incidents in their area and has proved to be a positive public service. Our center is staffed with 24 hours a day with 14 highly trained emergency dispatchers. The LFRCC exceeds the NFPA / ISO standard of processing 90% of all emergency calls for service within one minute of receiving the call. All calls are answered within 10 seconds 99% of the time. The center adjusts staffing as needed to meet anticipated call volume.

LFR's communications department will continue the education of the communications specialists who maintain a minimum of 24-hours of continuing education annually. LFR dispatchers rapidly and accurately identify the problem natures of 911 calls, provide information to responding personnel, and give life-saving pre-arrival instructions to the caller who may provide supportive care. This system enhances the level of safety of the patient, bystanders and responding fire and EMS personnel. All calls for service by

citizens are processed through our Emergency Medical Dispatch (EMD) system. Calls are reviewed for quality assurance and improvement monthly to ensure the highest level of service. In 2013, LFRCC dispatchers sustained over a 96% compliance with the protocols. All dispatchers are certified in EMD, APCO Telecommunicator, Fire Service Communications, and various other ongoing training classes. Dispatchers provide community outreach and 911 education to the citizens they serve. This is through ongoing education classes in the schools, and participating in various community events.

In addition to providing emergency communications to HRMD and LFPD, LFRCC has a very successful relationship providing these services to Cunningham Fire Protection District (CFPD). CFPD contracted for service with LFR's communication center in 2008 after a highly competitive process. Part of the contract with CFPD requires the center to maintain performance standards, which the center has fulfilled and routinely surpasses. This communication contract is subject to review annually and has been renewed for the past six years. Since joining the center, CFPD achieved their CFAI accreditation subjective by the performance of the communication center.

Other Services

LFR is offering Englewood Fire Department (EFD) its firefighter and EMS training services at no additional cost, excluding the costs of licensure etc., if an agreement is made for communication services. The LFR training division has three full time staff, including one Division Chief and two Training Captains that are stationed at the co-owned Metro Fire Training Center, which is centrally located for EFD. LFR has recently been approved to become a voting member of the Colorado Metropolitan Certification Board (CMCB) which will provide lifetime certifications to our members. All training is conducted to ensure we follow all NFPA and NIMS requirements. Additional training is conducted in the areas of suppression, EMS, skills maintenance coursework for firefighter, driver, special operations and incident command (blue card). LFR conducted over 23,000 hours of training year-to-date in 2014 and training hours are determined to ensure we meet the minimum standards so the greatest credit is received from ISO.

Along with training services, LFR is also prepared to offer the services of our new Care Car. This program, modeled after the nationally recognized FD Cares program out of Kent Washington, has proven to be a valuable asset to the fire service. The Care Car will be staffed with a Community Healthcare Paramedic and a Physician Assistant 40 hours per week, to provide alternative health care to members of our communities. Use of this resource could allow EFD Medic units to refer a non critical patient to the Care Car, rather than transport a patient who may not require it, freeing up emergency units for higher priority calls.

Proposal

Englewood Fire Dispatch – Projected Costs and Timeline

Training for EFD dispatchers

- Training would be minimal; approximately eight hour sit-along with an EPD dispatcher to familiarize themselves with each other to build a working relationship and get to know unique areas of Englewood. We could do this at the same time hardware is being installed and tested. There would be no additional time requirement.

Staffing

- Three dispatchers from Englewood – Included in costs.

Mobile Data Computer (MDC)

- Hardware – Costs quoted for MDC install approximately \$15,000 per unit (x6 = \$90,000) (*City of Littleton will split the costs of MDC's with a 3 year contract for communications services*)
- Connectivity – there is a recurring cost of \$50.00 per unit per month for wireless connectivity (\$3,600). Also a “NetMotion” license is needed per device. These are priced in blocks of five and have a one-time cost of \$1,500.
- TriTech licensing – if not picked up by JACC the one time cost would be \$800.00 per unit (x6 including BC = \$4,800); and \$176 per unit (x6 = \$1,056) for annual maintenance.

Computer Aided Dispatch (CAD)

- The JACC CAD system may have run cards pre-built and response plans should already be in place (LFR is examining this).
- GIS data with boundaries are already in place and will be maintained by JACC.

Report Management Software (RMS)

- A “T-1” line will be required between the Littleton City Center and Englewood’s RMS server at their Safety Services building. The costs for that line have been determined by the COL Information Services Department as follows...
 - \$610 one-time installation
 - \$420.50/month month-to month
 - \$377.90/month 3-year term \$331.60/month 5-year term”
 - We will explore using the existing 911 fiber connection for this connectivity, in lieu to the T-1 line. *They schedule 45-60 days from order to install but LFR will attempt sooner*

- The TriTech interface to High Plains Information Systems (HPIS) RMS interface is existing and according to TriTech's Client Account Manager Ken Schulte there would be no additional charge for this piece.
- The HPIS interface would cost approx \$7,500 and would get us to an Enterprise level where there would be no additional cost for any additional fire departments we added. Mark Cheline (HPIS owner) advises that METCOM already had this piece but LFR does not.

Station Alerting

There are two options for station alerting:

- Same as LFR and CFPD – "First In" station alerting \$13,166.52 per station (x3 = \$39,499.56).
 - This also requires a 800 MHz radio at each station to receive the voice announcement. From Commander Englert each EFD station has an 800 MHz base radio. He advised these are functional, but will need to be replaced soon.
- VHF Two tone paging, this is the technology we used in 1980-1999 and is not recommended. The current system can support this and it would require a VHF radio and decoder at each fire station. The vendor quoted \$4,000 per station (total \$12,000) with a four to six week delivery time.
- The "First In" system would require network connectivity between LFR and EFD – this would use the same link as RMS. This would require a network port on the Englewood network for the T-1, otherwise there should be no cost for this piece.
- The "First In" system would require a 800 MHz radio at each station. It is not yet known if EFD has this already in place. The base radio brings in the audio of the call dispatch into the station and serves as a backup alerting link if the network fails.

Phone System

- The VIPER 911 phone system must be programmed to add EFD's 10-digit phone lines. This will incur no cost to LFR or EFD.
- EFD has 10-digit emergency lines dedicated to their existing communication center. The existing emergency line can be programmed so the 911 phone will appear both at LFRCC and at the EFD dispatch center. This will be done at no cost and will allow the most flexibility with how calls for service are transmitted.

Financials

	CITY	LFPD	HRMD	ENGLEWOOD	CUNNINGHAM
STRAIGHT SPLIT					
Operating Budget	264,636	264,636	264,636	264,636	264,636
Administrative Fee (5%)	-	13,232	13,232	13,232	13,232
Capital (SMCC Fund)	2,400	2,400	2,400	2,400	2,400
TOTAL	267,036	280,268	280,268	280,268	280,268

Technology Requirements

Item	One Time Costs	Recurring Costs	1st Year Totals
Base Costs for communications (includes 3 FTE's)		\$280,268	\$280,268
Dispatcher Training	No Charge		No Charge
MDC Connectivity	\$3,600		COL will Pay
MDC Hardware	\$90,000		COL will split with 3 yr agreement for services
Net Motion	\$1,500		COL will Pay
Tri-Tech Licensing	\$4,800	\$1,056 Annual Maintenance	COL will Pay
RMS T-1 Install	\$650.00	\$420 mo.	COL will Pay
HPIS Interface	\$7,500		\$7,500
Station Alerting	\$39,499.56		\$39,499.00
VHF Paging (optional)	\$12,000		\$12,000

Conclusion

The City of Littleton and the Littleton Fire Rescue Department has a long established record of successful partnerships with our surrounding communities and we are confident that the partnership being proposed will benefit the City of Englewood, not only financially, but also in improving the safety of EFD's firefighters and the emergency services provided to your community.

While there is work to accomplish with Englewood Fire Department, we are confident the requested timeline of December 1, 2014 can be achieved. We look forward to the opportunity to work with you and encourage you to contact us should you have any questions regarding this proposal.

DRAFT

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject: Fire Dispatch Services Agreement
Initiated By: Fire Department		Staff Source: Andrew Marsh, Fire Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City supports cost-effective and innovative service delivery partnerships. At the Study Session meeting on September 8, 2014, City Council directed that staff proceed as soon as possible with contracting fire dispatch services with the Metropolitan Area Communications Center Authority (MetCom).

RECOMMENDED ACTION

Staff seeks Council's approval of a User Agreement by and between the Metropolitan Area Communications Center Authority (MetCom) and the City of Englewood regarding fire dispatch services.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

City Council and staff have been considering various alternatives for the future provision of fire and emergency medical services in our City. With regard to fire dispatch communications currently handled by our police and fire communications center, options evaluated have included upgrading our center with capital improvements and additional personnel to accommodate joining the regional fire computer aided dispatch (CAD) system or contracting fire dispatch services with another center that already has such capabilities. Due to the operational and financial efficiencies of joining a regional fire dispatch center that enhances service delivery and firefighter safety, City Council has decided to contract fire dispatch services with MetCom.

FINANCIAL IMPACT

MetCom may commence services as early as December 1, 2014. MetCom has confirmed a monthly cost of \$17,304 that is based on the total annual fee quoted in the MetCom proposal for fire dispatch services dated March 20, 2014 (\$207,648 divided by 12). The total 2014 cost for one month of dispatch services by MetCom is \$17,304. Sufficient funds are anticipated in the Fire Department adopted budget to cover this amount during 2014. For jurisdictions that contract dispatch services, the Arapahoe County E-911 Authority Board funds \$25,000 of the annual expenses, so the net annual cost to our City for the contract with MetCom will be \$182,648 (\$207,648 minus \$25,000).

LIST OF ATTACHMENTS

User Agreement by and between the Metropolitan Area Communications Center Authority (MetCom) and the City of Englewood
Proposal for Service: Fire Dispatch - City of Englewood, dated March 20, 2014

**METROPOLITAN AREA COMMUNICATIONS
CENTER AUTHORITY**

USER AGREEMENT

THIS USER AGREEMENT (“User Agreement”) is entered in to this _____ day of _____, 2014, by and between the METROPOLITAN AREA COMMUNICATIONS CENTER AUTHORITY (“MetCom”) and the City of Englewood (“Englewood”) (MetCom and Englewood being referred to collectively as “Parties” or singularly as “Party”).

RECITALS

A. WHEREAS, MetCom was created by agreement dated June 9, 2007 and the Amended and Restated Intergovernmental Agreement dated October 5, 2010 (“MetCom Agreement”), a copy of which is attached hereto as Exhibit A and incorporated herein, between the Parker Fire Protection District and South Metro Fire Rescue, to provide emergency services communications, dispatching services, and technology support; and

B. WHEREAS, MetCom is comprised of the original Organizing Members, Parker Fire Protection District and South Metro Fire Rescue, and such additional Members as may be added to MetCom from time to time pursuant to Article IV of the MetCom Agreement; and

C. WHEREAS, MetCom owns and operates a center for emergency services dispatching and communications (“Dispatch Center”); and

D. WHEREAS, Article III, Section 3.2 of the MetCom Agreement allows MetCom to offer services to Public Agencies providing Fire or EMS Services in any area capable of being served by MetCom; and

E. WHEREAS, Article III, Section 3.5.4 of the MetCom Agreement authorizes MetCom to enter into contracts with local government entities and political subdivisions of the State of Colorado; and

F. WHEREAS, Article VI, Section 6.2 of the MetCom Agreement allows MetCom to enter into user agreements and agreements for specific services that are independent from the services provided generally to Members; and

G. WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

H. WHEREAS, Englewood does not wish to become a Member of MetCom, but wishes to receive from MetCom specific communications and dispatching services, and MetCom wishes to approve this User Agreement and provide such specific services to Englewood, as contemplated by the MetCom Agreement;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term of the Agreement.

(a) Term. This User Agreement shall become effective December 1, 2014 (“Effective Date”). The initial term of this User Agreement shall be for three (3) year(s) (“Initial Term”) from the Effective Date. Thereafter, this User Agreement may be renewed for one (1) subsequent three (3) year terms (“Subsequent Term”), upon written notice of Englewood given to MetCom no fewer than twelve (12) months prior to the expiration of the Initial Term or Subsequent Term then in effect.

(b) Subject to Annual Appropriations. Any Initial Term and Subsequent Term is subject to annual appropriation by Englewood of the payments required herein. If MetCom is determined to be subject to, but not be an enterprise pursuant to Article X, Section 20 of the Colorado Constitution, continuation of this User Agreement shall also be subject to annual appropriation by MetCom of sufficient funds to carry out its obligations hereunder. Notwithstanding the foregoing, Englewood and MetCom agree that any preliminary budget presented to their governing bodies for consideration shall include sufficient funds and appropriations to carry out the terms, duties and obligations contained herein for the subsequent fiscal year.

(c) Termination. Notwithstanding anything in this User Agreement to the contrary, the Parties may terminate this User Agreement prior to the expiration of the Initial Term or any Subsequent Term by mutual, written agreement.

2. Incorporation of MetCom Agreement. Englewood agrees to abide by the MetCom Agreement and that this User Agreement is governed by all provisions of the MetCom Agreement applicable to a User Agreement.

(a) Definitions. Terms used in this User Agreement that are defined in the MetCom Agreement shall have the meanings assigned by the MetCom Agreement.

(b) Incorporation of Terms. The terms, conditions, rights and obligations of the MetCom Agreement are incorporated into this User Agreement in full, unless specifically provided or the context of this User Agreement provides otherwise. Reference in this User Agreement to specific provisions of the MetCom Agreement shall

not indicate the failure to incorporate provisions of the MetCom Agreement not specifically mentioned.

(c) Amendment of MetCom Agreement. During the Initial Term or any Subsequent Term of this User Agreement, Englewood agrees to be bound by amendments to the MetCom Agreement that do not adversely alter the terms regarding termination or payment, or the services provided by this User Agreement. An amendment will be deemed to be adverse to Englewood if it increases the period of notice required of Englewood for termination, decreases the period of notice required for renewal, changes the method of calculating Englewood's payments for services, increases the frequency of payments, or decreases the scope of or performance standards applicable to the services required herein, unless agreed to in writing by Englewood. Any Subsequent Terms shall be subject to the terms of the MetCom Agreement, as amended from time to time, in effect upon the expiration of the immediately preceding Initial Term or Subsequent Term.

3. User Status. As of the Effective Date, Englewood shall be provided user services by MetCom pursuant to Section 6.2 of the MetCom Agreement. By entering into this User Agreement Englewood does not acquire status as a Member, nor is Englewood entitled to any of the rights or services associated with Member status, except that Englewood shall be permitted to attend and participate in meetings of MetCom's Board of Directors and operational discussions in an advisory role, but shall have no voting authority.

4. Scope of Services. The functions and services to be provided by MetCom to Englewood shall be those functions and services set forth in Exhibit B attached hereto and incorporated herein ("User Services").

(a) Dispatch Center. Primary emergency call handling and dispatch services shall be provided through the MetCom Dispatch Center located at 9195 East Mineral Avenue, Centennial, Colorado, unless otherwise determined by the MetCom Board of Directors.

(b) Performance Standards. In providing the User Services to Englewood, MetCom shall meet performance standards for providing User Services established by the Board and amended from time to time, including performance standards set forth in the MetCom bylaws, rules or regulations ("User Performance Standards"). MetCom shall also meet the minimum performance standards provided in Exhibit C attached hereto and incorporated herein ("Englewood Performance Standards"). In case of conflict between the User Performance Standards and Englewood Performance Standards, the Performance Standards that provide the highest level of service shall apply.

(c) Ownership of Records and Data. All records of MetCom related to Englewood, including electronically stored data, geographic information system ("GIS")

and computer aided dispatch (“CAD”) data, and audio tapes shall be the property of MetCom, but available to Englewood. MetCom shall make copies of such records at the request and cost of Englewood, and shall not dispose of any such records without the written agreement of Englewood.

(d) Integration of User Communications Systems. Englewood shall integrate its communication systems with the communications system of MetCom as provided for in Section 3.4 of the MetCom Agreement for Members and as agreed to in Exhibit D attached hereto and incorporated herein, unless specifically agreed to in writing.

5. Payments.

(a) Amount. Englewood’s payments to MetCom for User Services shall be \$51,912.00 per quarter.

(b) Due. MetCom shall provide Englewood with a written invoice for payment for User Services not later than 30 days following the expiration of the period being invoiced. Payment shall be due from Englewood to MetCom no later than 30 days following receipt by Englewood of a written invoice. An invoice shall be considered received 3 days following deposit in the United States Postal Service first class mail, or immediately upon transmittal by email.

(c) Late Payments. Any payment required under this User Agreement that is not paid when due shall accrue compound interest in the amount of one percent (1%) per month until paid.

6. Dispute Resolution. The parties agree to enter into third-party mediation prior to taking any other formal action to enforce the terms of this User Agreement. The mediator will be chosen by mutual agreement of the parties. The mediator must be neutral, knowledgeable in the area of dispute and live within 100 miles of the Dispatch Center.

7. Liability. Each party shall remain responsible for its own staffing and training and for any liability arising from its own actions and performances under this Agreement. Notwithstanding the foregoing, both parties 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, defenses and protections provided by the CGIA or otherwise available to the parties or their officers or employees.

8. Miscellaneous.

(a) Notices. Any formal notice, demand or request provided for in this User Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, by facsimile, or sent by registered or certified mail, postage prepaid

to the Parties at the addresses as set forth on each signature page attached hereto, unless another address is certified to the other Party.

(b) No Third Party Beneficiaries. Nothing in this User Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this User Agreement.

(c) Amendments. Any amendments to this User Agreement shall be in writing and executed with the same formality as this User Agreement.

(d) Severability. In the event that any of the terms, covenants or conditions of this User Agreement or the MetCom Agreement, or their application shall be held invalid as to any person, corporation or circumstance of any court having competent jurisdiction, the remainder of this User Agreement and the application in effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.

(e) Duplicate Originals. This User Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Parties have caused this User Agreement to be executed as of the dates noted below.

METROPOLITAN AREA
COMMUNICATIONS CENTER
AUTHORITY

By: _____
Executive Director

Date: _____

ATTEST:

By: _____
Secretary

CITY OF ENGLEWOOD

By: _____

Date: _____

ATTEST:

By: _____
Secretary

Date: _____

EXHIBIT A
METCOM AGREEMENT

See Attached

**METROPOLITAN AREA
COMMUNICATIONS CENTER**

9195 East Mineral Avenue
Centennial, CO 80112
Phone: 720-258-8911
Fax: 720-258-8730
www.metcom911.org

Paul Smith, Director

**AMENDED AND RESTATED
INTERGOVERNMENTAL
AGREEMENT
ESTABLISHING
THE
METROPOLITAN AREA
COMMUNICATIONS CENTER
AUTHORITY
(MetCom)**

This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE METROPOLITAN AREA COMMUNICATIONS CENTER AUTHORITY (the "Amended Creation Agreement") is made and entered into this 5th day of October, 2010, by and among the following, all of whom shall constitute the Organizing Members of the Metropolitan Area Communications Center Authority ("MetCom"):

1. Parker Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S. ("Parker Fire"); and
2. South Metro Fire Rescue, a quasi-municipal corporation and political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S. ("SMFR").

RECITALS

A. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements.

B. Section 29-1-203, C.R.S., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so.

C. The Organizing Members are each lawfully authorized to establish, operate and provide an emergency services communications and dispatching center.

D. The Organizing Members entered into that certain Intergovernmental Agreement Establishing the Metropolitan Area Communications Center Authority, dated June 12, 2007 (the "Creation Agreement").

The Organizing Members desire by this intergovernmental agreement to amend and restate the Creation Agreement for MetCom, which is initially comprised of the Organizing Members, and which provides emergency services communications, dispatching services, and technology support to the Organizing Members and such other Members as may join MetCom from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged the Parties hereby agree as follows:

ARTICLE 1 - METCOM

1.1 Continuation of MetCom. The Parties hereby confirm the continuation of the separate legal entity known as the Metropolitan Area Communications Center

Authority which shall be a separate legal entity and shall have the duties, privileges, immunities, rights and responsibilities of a public body politic and corporate.

- 1.2 **Principal Place of Business.** The principal place of business of MetCom shall be established by the Board. Initially, the principal place of business of MetCom shall be 9195 East Mineral Avenue, Centennial, Colorado 80112.

ARTICLE 2 - DEFINITIONS

As used in this Amended Creation Agreement, the following terms shall have the following meanings:

- 2.1 "APCO" means the Association of Public Safety Communications Officials.
- 2.2 "Annual Capital Replacement Reserve Fund Contribution" shall mean funds contributed to MetCom by each Member, at a level determined by the Board as sufficient to maintain a reasonable balance in MetCom's capital replacement reserve fund, and funded in the same manner as the Annual Operational Contribution.
- 2.3 "Annual Operational Contribution" shall mean funds contributed to MetCom by each Member, sufficient to fund MetCom's operational Budget on an annual basis, to be calculated in accordance with Section 7.4.1 of this Amended Creation Agreement.
- 2.4 "AVL" refers to automatic vehicle location technology.
- 2.5 "Board" refers to the Board of Directors of MetCom, as described in this Amended Creation Agreement.
- 2.6 "Budget" refers to the annual fiscal plan regarding anticipated revenues and expenditures of MetCom adopted annually by the Board.
- 2.7 "CAD" means computed-aided dispatch.
- 2.8 "Call" means an emergency or a non-emergency request for service received either by radio or telephone that generates a CAD event and a primary unit assignment by MetCom. MetCom will allocate each Call to the Member whose service and territory encompasses the area within which the Call originated and the service requested, regardless of which entity responds to the Call.
- 2.9 "Capital Contribution" shall mean funds contributed to MetCom by each Member to defray MetCom's costs incurred in purchasing equipment and other

technology infrastructure, and to establish an operational contingency reserve fund and a capital replacement reserve fund. It shall not mean operating expenses.

- 2.10 **"Cost Allocation Worksheet"** means a worksheet prepared and annually revised by the Board setting forth each Member's Annual Operational Contribution for the next immediately following calendar year.
- 2.11 **"Director"** means a member of the Board.
- 2.12 **"Executive Director"** means a person appointed by the Board of Directors to manage the operations of MetCom, as set forth in Section 6.1.
- 2.13 **"Fire or EMS Services"** means fire, ambulance and emergency medical and rescue services.
- 2.14 **"Fiscal Year"** refers to the fiscal year of MetCom, and shall be concurrent with the calendar year.
- 2.15 **"Majority"** means one (1) more than half of those eligible to vote.
- 2.16 **"MDTs"** refers to mobile data terminals.
- 2.17 **"Member"** means a Public Agency that is a party to this Amended Creation Agreement.
- 2.18 **"MetCom"** means the Metropolitan Area Communications Center Authority.
- 2.19 **"Organizing Members"** shall refer to the initial parties to this Amended Creation Agreement, which are Parker Fire and SMFR.
- 2.20 **"Private Agency"** refers to a non-governmental entity that provides Fire or EMS Services. Private Agencies may receive services from MetCom, but shall not be deemed Members of MetCom.
- 2.21 **"Public Agency"** refers to a department of federal or state government, a county, municipality, special district or similar local government that provides Fire or EMS Services.
- 2.22 **"Quorum"** means more than one-half of the number of Directors serving on the Board.
- 2.23 **"RMS"** means records management system.

ARTICLE 3 - PURPOSE

- 3.1 **Purpose.** The purpose of MetCom is to form partnerships to increase communications and coordination between entities providing Fire or EMS Services at a regional level along the Front Range. MetCom's primary focus shall be to ensure the safety of the public, fire fighters, and EMS personnel in the areas that it serves. To accomplish this mission, MetCom will provide support in the areas of dispatch, communications, and information technology to Fire or EMS Services. The Board shall determine the specific types of services provided based on the needs and interests of the Members.
- 3.2 **Public Agencies.** MetCom shall offer services to Public Agencies providing Fire or EMS Services in any area capable of being served by the MetCom dispatching and communications center. Other Public Agencies may receive services from MetCom if approved by the Board.
- 3.3 **Authority Functions and Services.** The functions and services of MetCom are:
- 3.3.1 Acquisition, operation and maintenance of real and personal property, systems, equipment and other materials necessary to facilitate emergency reporting, dispatching of emergency services, emergency service communications and related services, including contracting for service with, or acquisition, operation and maintenance of an emergency services dispatching and communications center, and general technological support related to the operation of such center.
 - 3.3.2 Facilitate the purchase of equipment and other materials which are to be used by individual Members in connection with the communications and dispatching services provided by MetCom.
 - 3.3.3 Provide such other services or functions reasonably related to communications, dispatching and technological support services for emergency service providers, as may be authorized by law to the Members, and as determined by the Board to be in the best interests of the Members and persons residing within the service area boundaries of the Members, including but not limited to:
 - (a) Providing 24 x 7, 365 days per year emergency Call handling and dispatch services to all Members.
 - (b) Ensuring that all dispatchers meet the minimum training standards as established by MetCom's Executive Director, the

National Academy of Emergency Medical Dispatch and APCO.

- (c) Ensuring the highest quality emergency communications and customer service through the utilization of a nationally recognized quality assurance program.
- (d) Providing public education for Member communities, including cooperation with Members and 911 authorities to provide youth 911 education, business-based 911 education, and public presentations on these and similar topics.
- (e) Providing management information reports to all Members consistent with reporting customarily provided to entities providing Fire or EMS Services. Any costs associated with requests for special information services and/or reports by a particular Member, will be borne by the requesting Member.
- (f) Providing geographic information system (GIS) support services for the maintenance of map data in each Member's service area including street centerlines and other dispatch related layers required for vehicle routing, unit response recommendations and dispatching.
- (g) Providing support to Members for all non-radio based wireless data communications such as MDTs and AVL devices.
- (h) Provide assistance with the integration of the Members' preplan data into CAD.

3.4 **Integration of Member and MetCom communication systems.** Equipment that either directly or indirectly communicates with MetCom must be approved in advance by MetCom to ensure that it is compatible with existing systems and infrastructure. This includes, but is not limited to, technology such as: RMS, station alerting, GIS and AVL systems, wireless modems and MDTs.

3.4.1 Members must provide for any training required to enable personnel of MetCom to support Member-specific equipment and software that either directly or indirectly communicates with MetCom.

3.4.2 Members will be responsible for any costs associated with implementing interfaces, network communication solutions or

other such equipment on existing or future MetCom systems or infrastructure.

- 3.4.3 Other communications equipment, including but not limited to, apparatus radios, portable radios, cellular communications and network infrastructure which may be necessary for the Member's units to function within the regional dispatch system, but are not defined within this Amended Creation Agreement, are the sole responsibility of the Members. Purchase and maintenance of such equipment may be facilitated through the auspices of MetCom at the sole expense of the Member seeking the services of MetCom in this regard. Such costs will be invoiced independent of the Member's Annual Operational Contribution.
- 3.4.4 Costs associated with utility company circuits, connections and monthly services, which are used for station communications, station notification systems, RMS interfaces and other such communications, shall be borne by individual Members.
- 3.4.5 Members shall not, without the prior written consent of MetCom and the system hardware/software providers, copy or reproduce the hardware, software or firmware used within the system, in whole or in part. Furthermore, Members shall not make such items available to others without the same consent.
- 3.4.6 Members shall not, without prior written consent of MetCom add additional software to any MDTs.
- 3.4.7 MetCom agrees to integrate and maintain the Member's geographic data necessary for processing dispatches in a timely manner. Members agree to provide all geographic data information, including timely updates, to MetCom.

3.5 **Powers of MetCom.** To enable MetCom to carry out its functions and provide the services described hereinabove, MetCom shall have the following powers:

- 3.5.1 To acquire, construct, manage, maintain, or operate an emergency services communications and dispatching center on behalf of the Members.
- 3.5.2 To acquire, hold, lease (as Lessor or Lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property utilized for the purposes of reporting emergencies, dispatching emergency services, providing emergency

communications, and providing technological support or other related services

- 3.5.3 To conduct its business and affairs for the benefit of MetCom and the constituents it serves, including residents, property owners and visitors.
- 3.5.4 To enter into, make and perform contracts of every kind as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.
- 3.5.5 To employ agents, including, but not limited to, engineers, attorneys, architects and consultants, and employees, and to adopt personnel policies, guidelines and regulations applicable to employees of MetCom.
- 3.5.6 To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of MetCom for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of MetCom; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of MetCom. MetCom shall have no authority or power to levy or collect taxes of any kind.
- 3.5.7 To own, operate and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative or other operations with others, and to exercise all the powers granted herein in joint, partnership or cooperative efforts and operations with others.
- 3.5.8 To act as agent on behalf of the Members with regard to the functions and services described in this Amended Creation Agreement.
- 3.5.9 To sue, and to be sued, in its own name.

- 3.5.10 To have and use a corporate seal.
- 3.5.11 To fix, maintain and revise fees, rates and charges for functions, services or facilities provided by MetCom in the manner provided by law.
- 3.5.12 To adopt, by resolution, regulations respecting the exercise of its powers and carrying out of its purposes.
- 3.5.13 To exercise any other powers which are essential to the provision of the functions, services or facilities by MetCom and which are specified in this Amended Creation Agreement.
- 3.5.14 To receive contributions, gifts, bequests or other grants of cash, equipment or services for MetCom, the Members or other entities, individuals, or political subdivisions.
- 3.5.15 To exercise any power lawfully authorized to each of the Members.
- 3.5.16 To contract with any appropriate entity to provide necessary or desirable services to MetCom.

ARTICLE 4 - MEMBERSHIP

- 4.1 **Membership.** Additional Public Agencies may be added to this Amended Creation Agreement as a Member with unanimous written consent formally approved by the governing body of each Public Agency that is a Member at such time. Any Public Agency added as a Member shall be subject to such terms and conditions as the Board of Directors, in its sole discretion, may determine. The Board may assess a new Member a Capital Contribution to cover its pro rata share of the costs of those capital assets previously purchased by MetCom for joint use by all Members. Any Member not assessed a Capital Contribution will not be credited with any cash value of the assets on hand as of the date of joining as a Member. The Board shall be vested with absolute discretion to determine how the Capital Contribution of any new Member is to be used by MetCom, including but not limited to distributing the Capital Contribution of a new Member to the Organizing Members on an equal basis or using the Capital Contribution of a new Member to fund then-present or future capital needs of MetCom.
- 4.2 **Revocation of Membership.** The Board shall retain the right to revoke the membership of any Member of MetCom, with or without cause, but such action on revocation of membership shall require the vote of not less than sixty-six percent (66%) of the Directors of MetCom, and the Board shall be required, by separate agreement with the Member whose membership is being revoked, to make

arrangements to refund or repay the depreciated value of the initial Capital Contribution made by such Member to MetCom, but excluding any portion of said Capital Contribution which was allocated to the operational contingency reserve fund or capital replacement reserve fund of MetCom.

- 4.3 **Membership Rights.** Membership in MetCom shall mean the right to receive communication based services from MetCom. Members shall pay for costs associated with the services provided by MetCom, in accordance with the remaining terms of this Amended Creation Agreement.
- 4.4 **Private Agencies.** MetCom may separately contract with Private Agencies, but no Private Agency may become a Member of MetCom or party to this Amended Creation Agreement.
- 4.5 **Term, Termination, Adding or Deleting Members.**
- 4.5.1 **Term.** This Amended Creation Agreement shall become effective when it has been duly executed by all Organizing Members. The term of this Amended Creation Agreement shall be unlimited, and shall extend until terminated as provided herein.
- 4.5.2 **Termination.** This Amended Creation Agreement may be terminated at any time by written agreement of all Members then-existing at the time of such termination.
- 4.5.3 **Consolidation by Members.** Consolidation by a Member with another Member or non-Member to form a single legal entity shall not terminate this Amended Creation Agreement nor cause a withdrawal by the consolidating Member or Members. All rights and obligations of such consolidating Member or Members shall inure to the newly created single legal entity, except that no consolidation by a Member shall increase any non-consolidating Member's share of Capital Contributions required under this Amended Creation Agreement without the written consent of such non-consolidating Member, nor shall any consolidated entity have more than one Director on the Board of Directors. The formation of the South Metro Fire Authority by the Organizing Members does not constitute a consolidation as contemplated by this Subsection 4.5.3.
- 4.5.4 **Withdrawal of Members.** A Member may withdraw from this Amended Creation Agreement as of the end of any calendar year by written notice authorized by the governing body of such

Member, provided to the Board and each Member no later than three hundred sixty (360) days prior to the end of the calendar year. A withdrawing Member shall remain liable for any and all financial obligations, and all indebtedness incurred while the withdrawing Member was a Member of MetCom. Upon withdrawal, a withdrawing Member shall have no further interest, right or title in or to any assets or equity of MetCom, unless there is a specific agreement to the contrary by and between the withdrawing Member and MetCom. Withdrawal by any Member or combination of Members shall not cause termination of this Amended Creation Agreement.

- 4.5.5 **Distribution on Termination.** In the event of the rescission or termination of this Amended Creation Agreement and the dissolution of MetCom, all of the assets of MetCom shall immediately vest in the then existing Members, subject to any outstanding liens, mortgages or other pledges of such assets, and shall be distributed pro rata to each of the then-existing Members, based on each Member's Capital Contribution. The Board may provide, by unanimous agreement and decision, for an alternate disposition of any and all interests of MetCom to any successor(s) to MetCom, or for an alternative disposition between and among the Members.

ARTICLE 5 - GOVERNANCE

- 5.1 **Intent.** MetCom is a diverse organization that is designed to meet both the present and future communications needs of the Members. It is the intent of this Amended Creation Agreement to create a Board that represents the interests of the Members and the communities they serve and to promote a unified communications solution for all current and future Members. The Agreement is structured to allow Members the greatest flexibility in determining how MetCom can support them in their mission.
- 5.2 **Board of Directors.** The governing body of MetCom shall be a Board in which all administrative and legislative power of MetCom is vested.
- 5.2.1 **Number.** The initial number of Directors serving on the Board shall be the same as the number of Organizing Members. Each Member shall appoint one Director and each Director shall be entitled to cast one vote.
- 5.2.2 **Alternates.** Each Director shall have one (1) alternate who may attend all Board meetings and who may vote only in the absence

of the voting Director. The alternate shall be appointed in the same manner as the Director.

- 5.2.3 **Appointment.** The governing body of each Member shall appoint to the Board one voting Director and one alternate.
- 5.2.4 **Terms of Directors.** Each Director and each alternate shall serve at the pleasure of the governing body of the Member by whom the Director and the alternate were appointed, and may be reappointed or replaced at any time by that entity. There shall be no limitation on the number of years any Director or alternate may serve on the Board, provided that any Director or alternate may be replaced at any time by the governing body of the Member responsible for said appointments.
- 5.2.5 **Vacancies.** A vacancy occurring on the Board, whether such vacancy be the result of resignation, death, removal or disability, shall be filled in the same manner as appointment of a Director as hereinabove provided.
- 5.2.6 **Compensation.** Directors shall not receive compensation from MetCom for their services. The Board shall provide for reimbursement to the Directors of their actual and reasonable expenses incurred on behalf of MetCom.
- 5.2.7 **Decisions.** Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a Quorum is present. Except as otherwise provided, decisions of the Board shall be made by a vote of the Majority of the total Directors present (or alternates voting in the place of Directors). Actions on Budget adoption, incurring secured debt, approving or terminating contract communications services, revoking the membership of a Member, and hiring and terminating professional consultants shall require the vote of not less than sixty-six percent (66%) of the Directors (or alternates voting in the place of Directors) of MetCom. No Member shall be allowed more than one vote on any issue or matter.

5.3 **Meetings.**

- 5.3.1 **Regular Meetings.** A schedule of regular meetings of the Board may be set by resolution of the Board, which resolution shall identify the dates, times, and location of said regular meetings to be held within the boundaries of Arapahoe County or Douglas

County, Colorado. Following adoption of said resolution scheduling regular meetings of the Board, no additional notice to the Directors or Members shall be required. Regular meetings of the Board shall be open to the public and shall be posted in accordance with the provisions of Section 24-6-402(2)(c), C.R.S. Directors shall be allowed to participate in all such regular meetings by telephone.

5.3.2 **Special Meetings.** Special meetings of the Board may be called by any two (2) Directors, and it shall thereupon be the duty of the Secretary of the Board to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Board of Directors shall be held at such time and place as shall be fixed by the Directors calling the meeting. Special meetings of the Board shall be open to the public and shall be posted in accordance with the provisions of Section 24-6-402(2)(c), C.R.S. Directors shall be allowed to participate in all such special meetings by telephone.

5.3.3 **Notice of Meeting.** Written notice of any special meeting of the Board shall be delivered to each Director and each Member not less than three (3) days before the date fixed for such meeting, either personally, by facsimile, or by regular or electronic mail, by or at the direction of the Secretary, or upon the Secretary's default, by the Directors calling the meeting. If mailed, such notice shall be deemed to be delivered three (3) days following deposit in the United States mail, addressed to the Director and Members at the Director's and Member's address(es) as the same appear on the records of MetCom, with postage thereon prepaid.

5.3.4 **Waiver of Notice.** Whenever any notice is required to be given to any Director under the provisions of law or this Amended Creation Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

5.4 **Officers.** The officers of MetCom shall be a Chair, Vice-Chair, Secretary, Treasurer, and such other officers and assistant officers as may be elected by the Board from time to time, to perform such duties as may be approved by the Board.

The Chair, Vice-Chair and Treasurer shall be Directors, but the other officers of MetCom need not be Directors.

- 5.4.1 **Appointments and Term of Office.** At the first meeting of the Board following formal execution of this Amended Creation Agreement and appointment of the initial Directors by the governing bodies of the Organizing Members, the Directors shall appoint officers who shall serve as officers of MetCom. Thereafter, officers shall be appointed annually by the Board at the Board's last regularly scheduled meeting for each calendar year. Vacancies occurring in any officer position may be filled at any meeting of the Board.
- 5.4.2 **Removal.** Any officer or agent appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interests of MetCom will be served thereby.
- 5.4.3 **Duties of Officers.** In addition to duties designated by the Board of Directors, the duties of the officers shall include the following:
- (a) **Vice-Chair.** The Vice-Chair shall, in the absence of the Chair or in the event of his inability or refusal to act, perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chair.
 - (b) **Secretary.** The Secretary shall maintain or cause to be maintained the official records of MetCom, including this Amended Creation Agreement, and any and all bylaws, rules and regulations which may be adopted by MetCom from time to time, minutes of the meetings of the Board, and a register of the names and addresses of the Directors, alternates and officers, and shall issue notice of special meetings, attest and shall affix the corporate seal to all documents of MetCom where appropriate. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes.
 - (c) **Treasurer.** The Treasurer shall serve as the financial official of MetCom, and subject to the fiscal policies adopted by the Board and the restrictions imposed by law, be responsible for

the receipt, custody, disbursement and accounting of MetCom's funds and securities, and duties incident to the office of Treasurer, but not the investment of MetCom's funds. The accounting function shall be provided by a MetCom employee or independent contractor under the supervision of the Treasurer and shall be reviewed by the Board at its regularly scheduled meetings.

- (d) **Miscellaneous.** The duties and functions of the Secretary and the Treasurer may be performed by a single individual. If the person performing the duties of Secretary is not a Director, such person shall receive such compensation as is deemed appropriate by the Board.

- 5.4.4 **Bonds of Officers.** The Treasurer and any other officer or agent of MetCom charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board shall determine. The Board, in its discretion, may also require any other officer, agent or employee of MetCom to give a bond in such amount and with such surety as shall be determined. The cost of such bond shall be an expense of MetCom.

5.5 **Indemnification.**

- 5.5.1 **Directors and Officers.** Each Director and officer of MetCom, whether or not then in office and his/her personal representatives shall be indemnified by MetCom against all costs and expenses actually and necessarily incurred by such person in connection with the defense of any action, suit or proceeding arising out of an act or omission of such person during the performance of such person's duties and within the scope of such person's appointment, except in relation to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be willful or wanton in the act or omission giving rise to the action, suit or proceeding. Such costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the cost of litigation, but only if MetCom is advised in writing by opinion of its legal counsel that the person indemnified was not willful or wanton in the act or omission giving rise to the action, suit or proceeding. The foregoing right of indemnification shall not be exclusive of other rights to which such person may be entitled as a matter of law or by agreement.

- 5.5.2 **Employees.** Employees will be indemnified pursuant to the provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended.
- 5.6 **Execution of Contracts.** Except as otherwise provided by law, the Board may authorize any officer, employee, or agent to enter into any contract, or execute and deliver any instrument in the name and on behalf of MetCom.
- 5.7 **Assets Held In Trust.** All assets and properties of MetCom shall be held in trust for the purposes herein mentioned, including payment of liabilities of MetCom.
- 5.8 **Financial.**
- 5.8.1 **Negotiable Instruments.** All checks, drafts or other orders for payment of money shall be issued in the name of MetCom, and in such manner as, from time to time, shall be determined by motion of the Board, except that all notes, bonds, or other evidence of indebtedness shall be issued by resolution.
- 5.8.2 **Deposits.** All funds of MetCom shall be deposited, from time to time, to the credit of MetCom, pursuant to law, in such bank or banks or other financial institutions as the Board may select.
- 5.8.3 **Fiscal Year.** The fiscal year of MetCom shall be January 1 through December 31.
- 5.8.4 **Debt Not That of Members.** The bonds, notes and other obligations of MetCom shall not be the debts, liabilities or obligations of the Members or any or Public Agency which may become a future Member, unless provided by written consent of the governing body of each of the Members in compliance with law.
- 5.8.5 **Funds of Members.** MetCom may receive from the Members funds for services rendered to the Members and other public funds, as contributions to defray the costs incurred under this Amended Creation Agreement, and as advances for any purpose allowed under this Amended Creation Agreement, subject to terms of repayment as agreed to by the Board and the Members.

ARTICLE 6 - OPERATIONS

- 6.1 **Executive Director.** The Board shall appoint an Executive Director to manage the operations of MetCom. Initially, it is expected that the Executive Director will be an employee of SMFR. At any time during the term of this Amended Creation

Agreement, the Board may require that the Executive Director become an employee of MetCom. Consistent with direction of the Board, the Executive Director shall be directly responsible for implementing policy and procedures, facilitating and coordinating committee and working group activities, and shall be responsible for such other duties as directed by the Board, including but not limited to the preparation of the annual Budget, accounting of the financial operations of MetCom, hiring and terminating employees of MetCom, and supervision of the day to day operations of MetCom. The Board shall be entitled to develop performance standards for the Executive Director. The Executive Director shall be a non-voting, ex-officio member of the Board and shall attend all Board meetings unless excused by the Chair.

- 6.2 **User Agreements.** MetCom may enter into user agreements or agreements for services with any Public Agency regardless of whether such Public Agency is a Member, interested in receiving services from MetCom. MetCom may also enter into user agreements or agreements for services with any Private Agency so long as such agreement does not violate the terms of any public financing received by MetCom. Each such agreement shall specify the services to be provided by MetCom and the terms under which such services are to be provided by MetCom to such Public Agency or Private Agency.
- 6.3 **Financial Support.** MetCom may receive financial support from one or more sources, including emergency telephone surcharge revenues, user fees, and public or private grants.

ARTICLE 7 - FISCAL ADMINISTRATION

- 7.1 **Fiscal Management.** Unless otherwise designated by the Board, all power to receive, hold, and, upon approval by the Board, disburse funds or money equivalents shall be exercised by MetCom personnel under the direction and supervision of the Executive Director, and under controls and policies approved by the Board. The Executive Director shall monthly provide the Board with a complete report of all revenue and expenditures, and reasonable information on the state of MetCom's finances.
- 7.2 **Budget.** The Budget for MetCom shall be adopted by the Board pursuant to Part 1, Article 1, Title 29, C.R.S. The provisions of Article 10.5 of Title 11, C.R.S., shall apply to monies of MetCom.
- 7.3 **Capital Budget.** All capital purchases shall be shared among the Members based on each Member's pro rata share of MetCom's operational Budget in the year in which the capital purchases are to be made.

7.3.1 Each Member other than SMFR shall enter into an intergovernmental agreement with MetCom with respect to the Capital Contributions based upon terms and in a form approved by the Board. SMFR has entered into an intergovernmental agreement with MetCom outlining the terms under which the communication center capital equipment was transferred to MetCom.

7.3.2 A capital replacement reserve fund will be established and funded annually. Annual funding of the capital replacement reserve fund shall be funded equally by all Members, and shall be approved and adjusted by the Board based on the annual Budget.

7.4 **Operational Budget.** Each Member's share of MetCom's annual operational Budget shall be calculated in accordance with this Section 7.4. The annual operational Budget shall include a capital replacement reserve fund component, costs of personnel, supplies, services, and management and administration for the provision of emergency communications, dispatching and technological support services, but shall not include depreciation and individual expenses necessary for the sole needs of the Members to receive such services.

7.4.1 Each Member's share of MetCom's annual operational Budget shall be determined by the Board and shall be based on each Member's respective share of the total Call volume averaged over the immediately preceding three (3) calendar years, to the extent three (3) years of Call data is available. The amount due from each Member will be based on the following formula: each Member's determined percentage of total Call volume times the approved operational Budget (as approved by the Board), plus the Annual Capital Replacement Reserve Fund Contribution as determined by the Board and as set forth in Section 7.4.3. Each Member's Annual Operational Contribution shall be paid in four (4) equal installments, on the first day of each quarter of the next immediately following fiscal year (January 1st, April 1st, July 1st, and October 1st), or on such other schedule as may be determined by the Board.

7.4.2 The Cost Allocation Worksheet will be revised annually by the Board, and shall set forth each Member's Annual Operational Contribution for the next immediately following calendar year. The Cost Allocation Worksheet shall be made available to all Members by the Board no later than July 1 of the year in which the Cost Allocation Worksheet is revised and adopted by the

Board, and shall be effective January 1st of the year following the year in which the Cost Allocation Worksheet is revised and adopted by the Board.

7.4.3 Each Member's Annual Capital Replacement Reserve Fund Contribution shall be included in the Annual Operational Contribution set forth in the Cost Allocation Worksheet, and shall include a fee associated with updating or supplementing wireless communications, technology, network expansion, enhanced radio communications and/or technical support may become necessary in future years. In each Budget year, the amount of the Annual Capital Replacement Reserve Fund Contribution will be determined by the Board and will be included and referenced with particularity in the Cost Allocation Worksheet to be provided to all Members by July 1 of each year. Members may be asked by the Board to make a contribution to the Capital Replacement Reserve Fund.

7.5 **Late Payments.** Any payment required under this Amended Creation Agreement that is not paid when due shall accrue compound interest in the amount of one percent (1 %) per month until paid.

7.6 **Annual Audit.** In accordance with Colorado state law, MetCom revenues and expenditures shall be subject to an annual audit unless MetCom is eligible to apply to the State Auditor for an exemption from audit, which, if completed, will include an audit opinion without qualifications, to be performed by a certified public accountant.

ARTICLE 8 - MISCELLANEOUS

8.1 **Miscellaneous.**

8.1.1 **Notices.** Any formal notice, demand or request provided for in this Amended Creation Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, by facsimile, or sent by registered or certified mail, postage prepaid to the Members at the addresses as set forth on each signature page attached hereto, unless another address is certified to MetCom.

8.1.2 **Indemnification.** To the extent permitted by law, each Member shall indemnify, defend and hold the remaining Members harmless from and against any and all claims arising from all of the Member's independent activities prior to the date of this

Amended Creation Agreement and the Member's use of the Metropolitan Area Communications Center. Each Member shall also indemnify, defend and hold the remaining Members harmless from and against any and all claims arising from any breach or default in the performance of any obligation of the Member's part to be performed under the provisions of this Amended Creation Agreement or arising from any negligence, recklessness, intentional acts or omissions of the Member or any of its agents or employees and from any and all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought on any such claim; provided, however, that nothing contained herein waives or is intended to waive any protections that may be applicable to any Member under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., or any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution or other applicable laws.

- 8.1.3 **No Third Party Beneficiaries.** Nothing in this Amended Creation Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a party to this Amended Creation Agreement.
- 8.1.4 **Amendments.** This Amended Creation Agreement may be amended only by written document approved by formal authority of the governing bodies of all of the Members; provided, however, that such amendment will not affect other obligations outstanding of MetCom unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.
- 8.1.5 **Severability.** In the event that any of the terms, covenants or conditions of this Amended Creation Agreement or their application shall be held invalid as to any person, corporation or circumstances of any court having competent jurisdiction, the remainder of this Amended Creation Agreement and the application in effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.
- 8.1.6 **Duplicate Originals.** This Amended Creation Agreement shall be executed in several counterparts, each of which shall be an

original, but all of which together shall constitute on in the same instrument.

IN WITNESS WHEREOF, the Organizing Members have caused this Amended and Restated Intergovernmental Agreement Establishing the Metropolitan Area Communications Center Authority to be executed as of the 5th day of October, 2010.

PARKER FIRE PROTECTION DISTRICT

By: Linda Ganz, President

Date: 10/5/10

Attest:

Danny C. Gaddy, Secretary

SOUTH METRO FIRE RESCUE

By: Laura Simon, Chairperson

Date: 9-27-10

Attest:

Hank Eng, Secretary

EXHIBIT B
USER SERVICES

City of Englewood

MetCom’s proposed pricing is divided into two sections to address the operational and capital required to operate the Center.

Dispatch Services – User agencies are billed quarterly by MetCom for “dispatch services.” This fee is based on an annualized rolling three-year average of the agency’s “calls for service” within their own district.

Capital Reserve – All agencies contribute annually to MetCom’s capital reserve account. This fund is used for capital projects such as server replacement and equipment upgrades. The capital reserve fee is set by the Board and is used to insure that MetCom has the ability to expand or upgrade as needed with limited or no additional impact on the user agencies. The Capital Reserve for the first 3 year term of this agreements will be 3% of the annualized Dispatch Services cost.

The initial term of this User Agreement shall be for three years (“Initial Term”) from the Effective Date. Thereafter, this User Agreement may be renewed for one subsequent three-year term (“Subsequent Term”), upon written notice by the City of Englewood, given to MetCom no less than twelve months prior to the expiration of the Initial Term or Subsequent Term then in effect.

Pricing for dispatch services will be fixed at a rate of \$48.00 per call for the first 3 year term. Cost per call for the second term will be adjusted by the 3 year average of CPI and will be fixed for years four through six.

Cost for the first year of Dispatch Services is based on estimated call volume as reported by EFD and will be adjusted once actual volume from 2011 – 2013 has been reported to MetCom. Cost for years two and three may be adjusted based on EFD’s average call volume based on a three year rolling average.

Agency	Calls	Base Cost	Dispatch	Capital	Total Cost	Total
	Per Year	Per Call	Services	Reserve	Per Call	Fee
Englewood	Est. 4200	\$48.00	\$201,600.00	\$6,048	\$49.44	\$207,648.00

1. MetCom will provide a flexible staffing plan that has the ability to staff up to handle high demand incidents and events, including rapid call-back of staff, when necessary. To accommodate the staffing plan, sleep rooms are located on-site and IDT dispatchers are available for on-call support in the field or in the dispatch center for major or complex incidents. MetCom will make scheduling modifications or increase staffing levels if necessary to insure the highest quality in Fire/EMS call management and customer service.
2. MetCom will provide dispatching services using a map-based CAD system that also has the ability to provide station-based dispatching. This agreement can be modified to include AVL and MDTs at the request of the City of Englewood. EFD will be responsible for purchasing required MDT hardware and software licenses as required by TriTech.
3. MetCom primarily operates on the State of Colorado 800 MHz Digital Trunked Radio System. MetCom will insure that EFD has adequate dispatch and operational talk-groups to support fire/EMS operations.
4. MetCom will work with EFD to utilize their existing station alerting system. MetCom does have the ability to interface with Westnet's First-in Smart Station Alerting System if the City chooses to install Westnet in the future.
5. MetCom will provide automated unit and staff paging via a standard interface to EFD alpha numeric pagers, if so equipped.
6. MetCom will provide a nationally recognized standard of Emergency Medical Dispatch (EMD) to the citizens calling 911.
7. MetCom has the ability through a standard RMS interface to transmit call information to EFD's Fire Manager RMS.
8. MetCom will provide all required GIS data integration and support for the street data required to dispatch EFD.
9. MetCom will create, at no additional charge, a public safety map book specific to the City of Englewood. This map book will be provided in an electronic PDF format for station and apparatus use.
10. MetCom will provide its Incident Dispatch Team (IDT) including units and personnel as needed to support fire suppression and special operations for EFD.
11. MetCom will provide basic GIS and analytic services to EFD in support of CFAI Accreditation. Additional GIS and analytics services can be provided, by separate contract, at EFD's request.

EXHIBIT C
ENGLEWOOD PERFORMANCE STANDARDS

MetCom's standards are based on the NFPA 1221 guidelines for call processing and dispatching times. The 2010 edition of NFPA 1221 is currently used as the baseline standard for dispatching performance. Future amendments to NFPA 1221 will be reviewed by the MetCom Board within 6 months of their adoption to determine whether they should be incorporated into MetCom's Standards.

Additionally MetCom agrees to comply with the Emergency Medical Dispatch (EMD) performance standards as defined by the International Academies of Emergency Dispatch. (See Attached)

EXHIBIT D

ADDITIONAL COMMUNICATIONS SYSTEM INTEGRATION REQUIREMENTS

EFD is required to provide and maintain data circuits, vehicle/handheld radio hardware and other equipment to facilitate direct connectivity to MetCom for the purpose of data integration, station alerting, paging and radio communications. This includes costs associated with utility company circuits, connections, maintenance and recurring service charges. MetCom will serve in a consulting and support capacity to assist EFD in the implementation and on-going operation of this equipment.

Proposal for Service: Fire Dispatch - City of Englewood

March 20, 2014



METROPOLITAN AREA COMMUNICATIONS CENTER

9195 East Mineral Avenue, Centennial, Colorado 80112

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MetCom Overview

03/20/2014

The Metropolitan Area Communications Center (MetCom) was designed to serve as a regional Fire/EMS emergency communications center committed to outstanding patient care, exceptional customer service and improved call handling performance. This is demonstrated by MetCom's ability to meet or exceed all NFPA 1221 performance standards, meet the standards established by the Commission on Fire Accreditation International (CFAI) and its recognition as an "Accredited Center of Excellence" (ACE) by the National Academies of Emergency Dispatch. MetCom's ACE makes it the 141st public safety communications center in the world and the first PSAP in the Denver Metropolitan area to demonstrate this high level of Emergency Medical Dispatch performance.

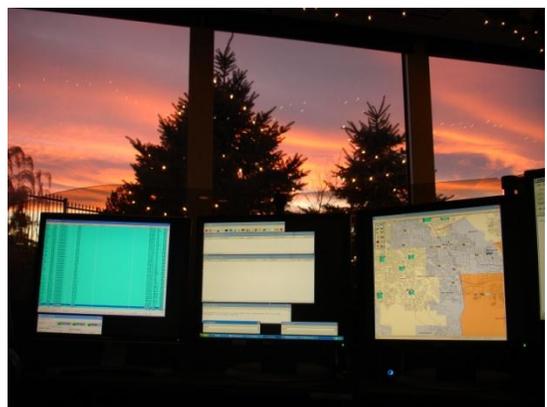
MetCom officially opened in January of 2006 and currently serves as the communications center for South Metro Fire Rescue Authority and West Douglas County Fire Protection District. MetCom is located on the lower level of the South Metro Fire Rescue Authority Headquarters at 9195 East Mineral Avenue, Centennial, Colorado.

For 2014, MetCom is staffed with twelve full-time and three part-time communications professionals. The mission of these individuals and the agencies served by MetCom is handled logistically by five technical professionals, one Administrative Manager and an Executive Director. Two members of MetCom's technical staff are dedicated to providing GIS and Analytic services to South Metro Fire Rescue Authority and West Metro Fire Protection District. MetCom's dispatchers hold national certifications in Emergency Medical Dispatch, Emergency Fire Dispatch, Incident Command System (ICS) and National Incident Management System (NIMS). All dispatchers are in the process of becoming Blue Card certified. In 2013, MetCom dispatched over 17,500 calls for service and answered approximately 48,000 phone calls.

MetCom's staff is strengthened through a state of the art computer-aided dispatch (CAD) system. The Inform CAD system, produced by TriTech of San Diego, California, is a Windows-based, computer-aided dispatch system designed to enable Fire/EMS providers to improve response times and patient care through GIS integration.

The Inform CAD platform supports multiple interfaces which allows caller information to be input directly from the 911 phone system, emergency units to be tracked through automatic vehicle location (AVL) and the use of mobile data terminals (MDT) to support field operations. Additionally, MetCom supports interfaces to:

- Westnet alerting systems
- Fire Manager RMS
- Paging vendors allowing for automatic notification of call information and responses
- Littleton Fire Dispatch and Parker Police Department



Radio communication is supported through the use of the Consolidated Communications Network of Colorado (CCNC), a statewide 800 MHz digital trunked radio system. This common statewide backbone allows MetCom and the agencies it serves to communicate with each other in most parts of Colorado.

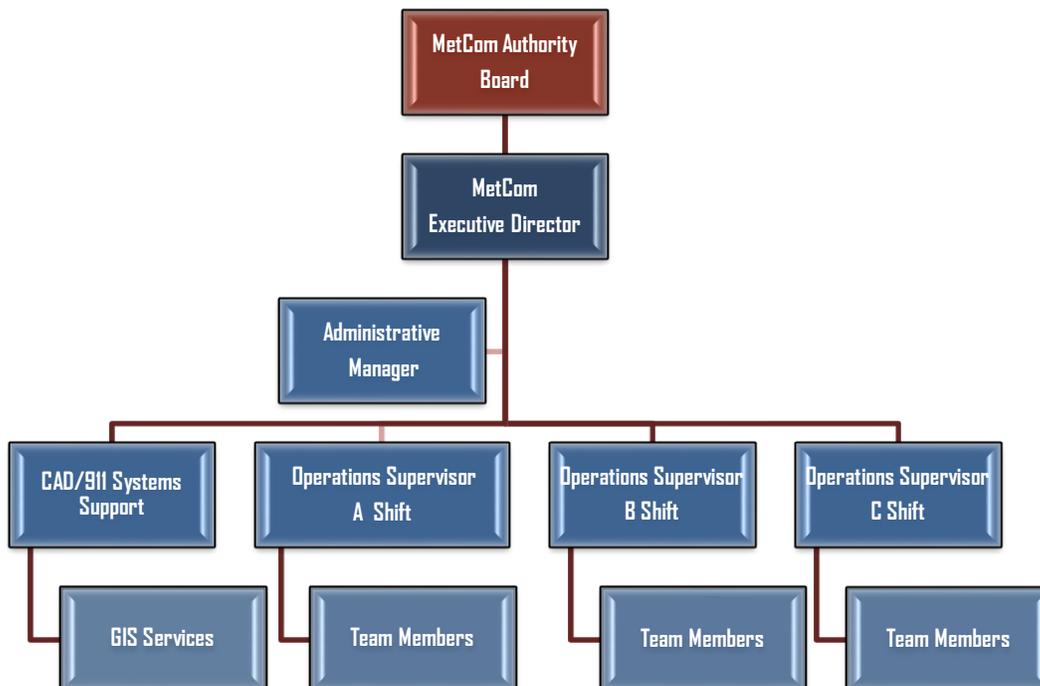
The standardized equipment and frequency format allow users to communicate with each other and all area communications centers regardless of the unit's location within the state. Additionally, MetCom has the ability to page and communicate on VHF frequencies from its dispatch consoles.

MetCom has formed very important vendor relationships with some major companies in the public safety arena. These alliances allow MetCom to be highly agile with regard to customer's needs and rapid center growth. MetCom's strength and versatility come from its ability to perpetuate these vendor relationships.

Staffing

MetCom must be in a position to rapidly adjust to customer expectations as well as be able to scale up to support large or complex incidents. MetCom is unique in that its dispatchers work 24-hour shifts and the Center is typically staffed with three dispatchers and one supervisor.

Minimum staffing is three dispatchers in, or in proximity of, the Center at all times. The fourth dispatcher can be in training, on a ride-along or on break and is available for recall. By staffing four people per shift, MetCom has the ability to manage, or rapidly call back staff to manage a complex incident. Sleep rooms are located down the hall from the Communications Center and at night, staff can be called back into the Center within 90 seconds. Additionally, we have IDT dispatchers that are on call for support in the field or in the Center for major or complex incidents.



From a leadership perspective, the Executive Director, who reports to the Authority's Board of Directors, is entrusted to make all operational decisions and maintains managerial responsibility over the supervisors, dispatchers and equipment within MetCom. The Executive Director and the staff of MetCom are supported by an Administrative Manager who functions as MetCom's Human Resources representative, finance department and logistical support person.

MetCom's Technical Services Department includes a CAD Administrator, two GIS professionals, a DBA/Analyst and a Technology Manager. These individuals support MetCom's complex technology solutions, perform regular system tests and ensure adequate system maintenance. MetCom maintains service agreements with all major vendors including CAD, telephony and radio systems. These agreements ensure software support and upgrades. The Technical Services Department's common goal is to ensure system reliability and functionality, 24/7.

Training and Education

The new hire training academy starts with a comprehensive selection process. MetCom only hires communications professionals for dispatch positions with a minimum of two years of public safety experience. Additionally, all personnel must undergo standardized testing, psychological screening, drug testing and background checks prior to being offered a position with MetCom.



Once hired, initial training focuses on advanced Fire/EMS call management, while reinforcing consistency and the importance of documentation. The new hire training academy includes 120 hours of didactic training and 240 to 320 hours of on-task training prior to being cleared to work all positions within the Communications Center. The training program is certified by APCO as meeting the APCO Project 33 Standards, further demonstrating MetCom's commitment to excellence in public safety communications.

As a base standard, all dispatchers are required to certify and maintain certifications in CPR and the National Academies of Emergency Dispatch's Emergency Medical Dispatcher and Emergency Fire Dispatcher programs. They must also be APCO Telecommunicator and Fire Communications certified, have completed courses in NIMS 700 and 800, ICS 100 through 300 and Blue Card. All dispatchers also have awareness-level training in hazardous materials, technical rescue, dive operations, wildland fire operations and aircraft rescue firefighting (ARFF).

MetCom works to strengthen departmental knowledge through scheduled continuing education and field observation rides. MetCom provides monthly "Ripped from the Headlines" training, along with quarterly "Hot Topics" discussions and Table-Top exercises to ensure core knowledge for low frequency / high acuity calls for service.

All personnel must attend a minimum of 40 hours of in-service training in addition to staff meetings, drills and exercises. As of December, 2013, all of MetCom's Supervisors have completed a national two-week Communications Center Manager course and are expected to attend yearly management training as well as all departmental in-service training.

Process Improvement Program

Dispatcher and system performance is monitored and opportunities for improvement are addressed individually and/or systemically. The MetCom Quality Assurance Program is based on a standardized evaluation process. The purpose of this program is to:

- Ensure that dispatch personnel understand policy, practice and procedure
- Ensure strict adherence to the medical protocol cards
- Ensure that calls are accurately documented in CAD
- Ensure user agency safety
- Ensure standardized and consistent radio dispatching
- Ensure the training program is consistent with national standards

Process Improvement evaluations occur monthly and are reviewed by the Supervisors. Areas of improvement or concern are reviewed by a peer-driven Dispatch Review Committee (DRC). Areas that are retroactively reviewed include:

- EMD Calls
- Radio Dispatch
- All Critical Incident calls
- Random Selection of Customer Service Calls

Case reviews are assessed utilizing standardized forms to evaluate the consistency of EMD, emotional content of the call, consistency of information given to responding crews, consistency in radio dispatching procedures and overall success of the call.

Process improvement also includes the use of feedback forms which function as a routine and reliable way to receive information on a call. These forms are submitted by individuals involved with the dispatching process, including fire personnel, supervisors or other dispatchers. The feedback form is a written request for clarification on service events. The expressed issue is investigated by the Communications Supervisors and forwarded to the Director as appropriate. The Dispatchers receive feedback and recognition for exemplary performance.

MetCom has also developed the following reports to illustrate departmental compliance:

- Key Performance Indicators (KPI)
- Number of calls dispatched by dispatcher
- Call assign times for all priorities
- Dispatch code comparative history
- MPDS Master Dispatch Analysis
- Protocol Compliance
- Quality Improvement Summary
- Dispatch Compliance
- Exceptions by Cause



In addition, MetCom has the ability to pull specific reports for agency performance, pandemic planning and response compliance. The strengths of MetCom have been developed and oriented toward a single vision of being one of the state's most comprehensive customer service focused communications centers. This has been established by a team approach involving all of the employees at all levels, driven by a common mission and organizational values. Our strength comes from being grounded in our operational diversity, technology and most importantly, our employees.

Incident Dispatch Team (IDT)

MetCom's current service area encompasses 270 square miles of mixed topography with everything from commercial high rises to wildland interface. The numerous hazards and potential for significant incidents prompted the need for communications support outside of the dispatch center. To fill this need, the Incident Dispatch Team (IDT) was established in 2008. Building upon the philosophies of successful IDTs across the country, MetCom is able to offer an operationally efficient team with diverse capabilities.



Typical staffing is four dispatch personnel with a minimum of one IDT member per shift. MetCom's constant staffing level is three, allowing one IDT member to respond immediately to an incident. On-call IDT members are also available to supplement center or field-based staffing. Currently seven dispatchers, the Executive Director and Technical Services personnel are members of the IDT.

MetCom's IDT members are qualified through an in-house training academy which covers a wide range of material from the basics of firefighting to building a communications plan. All members are required to be certified through ICS 400. The team also has 1 FEMA Type 3 COML, 2 COML trainees, 1 NWCG COML Trainee, 3 NWCG COMT Trainees and 1 Type 3 Logistics Section Chief. All members of the IDT are also on Arapahoe County's Type 4 IMT.

When deployed, all IDT members are equipped with a full set of Nomex bunker and wildland gear, allowing them to safely function on scene. As a single resource, the members will bring a kit that includes a laptop computer, printer, camera, GPS, VHF radio programming equipment, internet access, weather software including radar & lightning data, a cache of ICS forms and a small office supply kit.

In support of our agencies, the IDT operates two fully-equipped response vehicles and two SUVs. The primary response vehicle is designated as "IDT1" which is an ambulance-sized communications unit. It has all of the capabilities of a single resource dispatcher with added computer capability, whiteboard walls for resource tracking, onboard generator, cell phones, fax machine, two 800 MHz and two VHF mobile radios and most importantly, an ICRI Tactical Gateway. The ICRI allows the team members to bridge dissimilar radio systems or frequency bands together on scene to facilitate interoperability.

The largest vehicle is designated as "Command 3" and is jointly owned by South Metro Fire Rescue Authority (SMFRA) and Greenwood Village Police Department. MetCom supports this vehicle for SMFRA and is responsible for its regional deployment and staffing. Command 3 is a 45' long, tandem axle, mobile command and communications unit. All of the IDT members are trained to drive and operate this vehicle. Its capabilities include a private command / planning room with teleconferencing, satellite phone, cell phones, satellite television, galley and several dispatcher / communication stations with radios varying from 800 MHz, VHF, Aircraft, HAM and CB. The vehicle's roof can be used as an observation platform.



Emergency Medical Dispatch (EMD)

MetCom's dispatchers are trained and practice Emergency Medical Dispatch (EMD) as part of a standard known as the Medical Priority Dispatch System (MPDS). MPDS is based on published standards by the National Association of EMS Physicians (NAEMSP), the American Society for Testing and Materials (ASTM), the American College of Emergency Physicians (ACEP), the U.S. Department of Transportation (USDOT), the National Institutes of Health (NIH), the American Medical Association (AMA), and more than 20 years of research, development, and field testing throughout the world. The MPDS protocol contains 34 Chief Complaint Protocols, Case Entry and Exit information, call termination scripts, and additional verbatim instruction protocols for AED support, cardiopulmonary resuscitation (CPR), childbirth assistance, tracheotomy, airway and breathing, and the Heimlich maneuver. Special protocols for stroke identification, aspirin administration and pandemic flu triage are also part of this international standard. MetCom holds accreditation through the National Academies of Emergency Dispatch for its ability to comply with all training, quality assurance and performance standards associated with MPDS.



Interoperability

MetCom's Motorola-based radio system is capable of communicating with all local agencies including neighboring fire rescue departments, law enforcement and EMS providers. Interoperable communications are either in native format on Motorola 800 MHz systems or through interoperable gateways tying disparate 800 MHz radio systems together.



In support of interoperable communications, MetCom is a member of the Consolidated Communications Network of Colorado (CCNC) which is a users group for the Colorado Statewide Digital Trunked Radio (DTR) System. CCNC supports 700 MHz and 800 MHz radio communications throughout the state of Colorado. The DTR network is divided into four zones and provides direct radio-based communications to over 45,000 portable, mobile and fixed-based subscribers (radios). The coverage area includes all of the Denver Metro (Front Range) area and the most populated areas throughout Colorado.

The cities of Denver, Aurora, Lakewood and Wheat Ridge utilize a Harris 800 MHz radio system which is made compatible with Motorola systems through the use of an interoperable communications gateway. This "Network First" gateway was installed in 2005 tying the two systems together. The gateway supports 16 channels for metro-wide interoperable communications and is utilized daily by the public safety agencies in the Denver area.

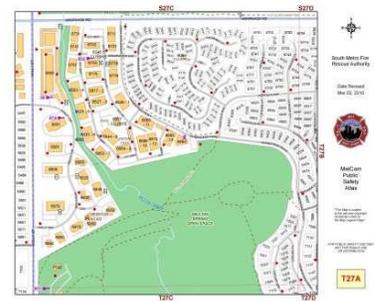
To further support communication efforts, procedures have been developed and formally documented in the Denver Urban Area Tactical Interoperable Communications Plan (TIC Plan). Additionally, all radios in the Denver metropolitan area are programmed with federal interoperable channels to include "8TAC"

and “8CALL” channels which can be utilized in both repeated and simplex modes. These channels are available for national, regional and local interoperable communication needs; they are frequently utilized by public safety agencies and are maintained by the State of Colorado and local agencies.

Denver and Arapahoe counties maintain 800 MHz radio caches in support of radio swaps. These radios are preprogrammed with local channels and readily available to all public safety agencies. In 2009, MetCom installed a tactical fixed-base gateway (Motobridge) which is used to ensure interoperable communications between disparate radio systems. The difference between Motobridge and Network First is that Motobridge allows for tactical on the fly patching of local talk-groups. This means that the agency on scene does not have to change channels on an incident that requires mutual aid once fire ground operations have begun.

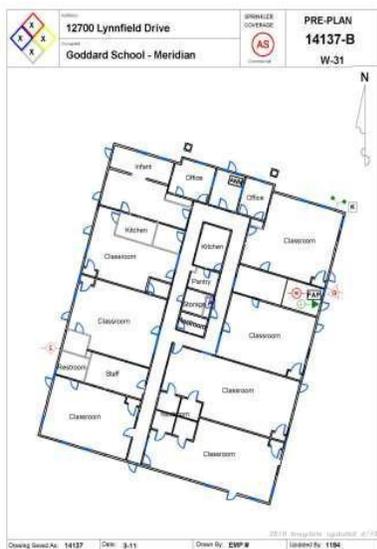
Geographic Information Systems (GIS)

By having GIS staff as part of the technical team, MetCom has the ability to maintain exceptionally accurate and detailed map data. This allows the dispatchers to concentrate on the caller, quality of care and dispatch times because they do not have to worry about manually finding the incident’s location. The GIS team also plays a large role in the IDT/IMT arena by providing maps and aerial photography used for incident management.



When a fire agency contracts with MetCom to provide dispatch services, the GIS department works diligently to ensure map data meets the highest standard of accuracy. This level of accuracy is obtained by collecting data from cities and counties, driving the surrounding area and meeting with the particular fire agency to learn the local geography. All of this information is then compiled and used to update MetCom’s street and address data, drastically improving the time it takes to locate callers and incidents.

PrePlan Program



During the initial stages of fire suppression operations, PrePlans have proven instrumental in consistently achieving a successful outcome. To that end, MetCom provides coordination, quality control, format and drawing conversion as well as automated file updates through mobile software applications to front-line apparatus. MetCom’s PrePlan services ensure easy access to up-to-date drawings and other critical building information enroute to an incident. First responders can click a button on their MDT and receive a PDF of the building footprint or floor plan in addition to a “Fact Sheet” with information such as construction type, firefighter precautions, hazmat data, etc.

MetCom’s GIS team also collects a significant amount of auxiliary map information, such as schools, parks, trails, driveways, hydrants, gate codes, knox boxes, landing zones, points of interest, etc. This data is then used to generate custom maps and map books.

Expanded GIS and Analytics

In addition to Dispatch Services, MetCom also offers expanded GIS and analytics to area fire departments. These services are already being provided to South Metro Fire Rescue Authority and West Metro Fire Protection District.

The value of expanded GIS and analytic services includes the improved capabilities in planning, prevention, mitigation and response programs whether the nature of the emergency is fire, medical, or natural/human-caused disasters.

In cooperation with SMFRA and WMFPD; MetCom's has worked to promote CAD, RMS and GIS data sharing in support of data interoperability and standardization among the agencies. To that end, MetCom has develop a multi-agency RMS Data Standards Committee which has developed common fire service standards for exchanging data among supported agencies for use in reporting.

MetCom has also worked closely with SMFRA and WMFPD in the development of custom reporting, data analysis and the creation of custom databases. Custom reporting also includes the creation of automated reports that arrive in the mailboxes of Division and Battalion Chiefs each morning. Just some of the analytical reporting that MetCom can provide include: Response time analysis, vulnerability analysis, deployment planning and EMS utilization.

Conclusion

MetCom was developed to reduce fire department response times by improving dispatcher call handling and ensuring the quickest, most appropriate response is dispatched regardless of jurisdictional boundaries. In addition, it was created based on the need to provide centralized, regional communications for multiple Fire/EMS agencies that share jurisdictional boundaries. The ultimate outcome is that MetCom now ensures reduced response times and improved operational support for the fire and EMS agencies it currently serves. More importantly, dispatch personnel are focused on providing the very best in patient care and customer service to the citizens we serve.

Our values of innovation, teamwork, dedication, accountability and integrity provide the guideposts for the daily commitment to fulfill our mission:

“MetCom’s Public Safety Professionals are committed to serving with integrity, compassion and care for the welfare and safety of our citizens and personnel. We support expedient, quality fire rescue and provide emergency medical instructions through the application of the industry’s best practices. Our standard is excellence and the road to success is through our teamwork.”

EXHIBIT A

SERVICE STANDARDS City of Englewood

1. MetCom will provide a flexible staffing plan that has the ability to staff up to handle high demand incidents and events, including rapid call-back of staff, when necessary. To accommodate the staffing plan, sleep rooms are located on-site and IDT dispatchers are available for on-call support in the field or in the dispatch center for major or complex incidents. MetCom will make scheduling modifications or increase staffing levels if necessary to insure the highest quality in Fire/EMS call management and customer service.
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7. MetCom has the ability through a standard RMS interface to transmit call information to EFD's Fire Manager RMS.
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9. MetCom will create, at no additional charge, a public safety map book specific to the City of Englewood. This map book will be provided in an electronic PDF format for station and apparatus use.
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EXHIBIT B

City of Englewood

MetCom’s proposed pricing is divided into two sections to address the operational and capital required to operate the Center.

Dispatch Services – User agencies are billed quarterly by MetCom for “dispatch services.” This fee is based on an annualized rolling three-year average of the agency’s “calls for service” within their own district.

Capital Reserve – All agencies contribute annually to MetCom’s capital reserve account. This fund is used for capital projects such as server replacement and equipment upgrades. The capital reserve fee is set by the Board and is used to insure that MetCom has the ability to expand or upgrade as needed with limited or no additional impact on the user agencies. The Capital Reserve for the first 3 year term of this agreements will be 3% of the annualized Dispatch Services cost.

The initial term of this User Agreement shall be for three years (“Initial Term”) from the Effective Date. Thereafter, this User Agreement may be renewed for one subsequent three-year term (“Subsequent Term”), upon written notice by the City of Englewood, given to MetCom no less than twelve months prior to the expiration of the Initial Term or Subsequent Term then in effect.

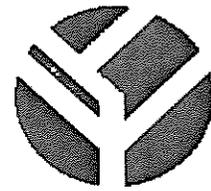
Pricing for dispatch services will be fixed at a rate of \$48.00 per call for the first 3 year term. Cost per call for the second term will be adjusted by the 3 year average of CPI and will be fixed for years four through six.

Cost for the first year of Dispatch Services is based on estimated call volume as reported by EFD and will be adjusted once actual volume from 2011 – 2013 has been reported to MetCom. Cost for years two and three may be adjusted based on EFD’s average call volume based on a three year rolling average.

Agency	Calls	Base Cost	Dispatch	Capital	Total Cost	Total
	Per Year	Per Call	Services	Reserve	Per Call	Fee
Englewood	Est. 4200	\$48.00	\$201,600.00	\$6,048	\$49.44	\$207,648.00



Metropolitan Area Communications Center
9195 East Mineral Avenue, Centennial, Colorado 80112
Dispatch 720-258-8977



City of Englewood

MEMORANDUM

TO: Mayor Penn and Members of City Council
THROUGH: City Manager Eric A. Keck
FROM: Lindsay von Colditz, Interim Executive Assistant
DATE: October 9, 2014
SUBJECT: 2015 Aid to Other Agencies

Enclosed is the Aid to Other Agencies applications received from various organizations for 2015 funds. Also included with the applications is a chart depicting Aid to Other Agencies disbursed from 2010-2014 and a City Council Member's 2015 Aid chart.

Currently, the City Council 2015 Aid to Other Agencies Budget is \$20,000. The account is specifically used to provide contributions to organizations that benefit Englewood residents. The funds requested for 2015 from the various agencies are \$60,500 and in-kind services requests are \$14,578. Previously, City Council has retained approximately \$2,000 as a discretionary amount which could reduce the amount to be distributed in 2015 to \$18,000.

Also, City Council has budgeted \$1,000 in the Aid to Individuals account. The Aid to Individuals account has been used primarily to contribute to individuals who request funds throughout the year. Funds disbursed in 2014 from the Aid to Individuals account included a donation to Englewood Students to cover registration fees for the National Future Business Leaders of America conference.

Attached are copies of rental information for the Community Room and Hampden Hall. Some charges and fees are a direct cost to the City and are not usually waived.

If you have any questions, please call.

**CITY COUNCIL AID TO OTHER AGENCIES
APPROVED FUNDING AND IN-KIND SERVICES
2010-2015**

Agency	2010	2011	2012	2013 Funds	2013 In-kind	2014 Funds	2014 In-kind	2015 Requests	2015 In-Kind
Arap. Co. Metro Mayors & Commissioners Youth Awards (MMCYA)	\$500	\$425	\$175	\$175		\$175		\$200	
Arapahoe House								10,000	
Arapahoe Philharmonic	250	213	200	200		150		600	
Arapahoe Santa Claus Shop	500	425	250	250		250		500	
Brothers Redevelopment				100		100		2,500	
Cornerstone Food Bank	1,700	1,445	1,700	1,500		1,000		1,500	
Doctor's Care	1,000	850	250	250		200		2,000	
Englewood Cultural Arts Center Assn.	500	425	400	300		300		2,000	
EHS After Prom	450	383	250	250		250	*\$3,128	0	*\$3,128
EHS Homecoming Parade			340	250		250	*1,500	700	*1,500
EHS Military Memorial						1,000		No Application Received	
Englewood Education Foundation					\$1,300	0	*1,300	No Application Received	
Englewood Historic Preservation Society			500	0	600	0	*600	No Application Received	
Englewood Live!					750	0	*750	No Application Received	
Food Bank of the Rockies	1,350	1,148	0	0		0		5,000	
Freedom Service Dogs	1,000	850	(675) In-kind	0	600	0	*600	5,000	*600
Gateway Women's Shelter	1,000	850	900	900		900		3,000	
Greater Englewood Chamber					7,869	0	*5,869		8,000
Holy Cow Food Bank - Mosaic						1,000		2,000	
Hospice of Metro Denver	900	765	350	350		350		No Application Received	
Inter-Faith Task Force	12,000	10,200	8,500	8,500		7,500		15,000	
Living Branch Food Bank	450	383	1,100	550		500		900	
Meals on Wheels	2,000	1,700	1,500	3,000		3,000		4,000	
Pirate Youth Sports								1,800	
Rocky Mtn. RR Heritage Foundation							*675		1,350
Special Olympics Program	675	574	500	500		500		800	
Up Close and Musical	2,500	2,125	1,500	1,500		1,500		3,000	
Discretionary	2,000	2,000	1,585	1,425		1,075			
TOTALS	\$29,025	\$24,974	\$20,000	\$20,000	\$11,119	\$20,000	\$14,422	60,500	\$14,578

* All organizations must pay for a facility attendant.



TERMS AND CONDITIONS OF COMMUNITY ROOM USE AGREEMENT

- I. The Community Room is intended primarily to provide public meeting space for Englewood residents and groups to engage in activities and programs, which are open to the public and of general public interest to the residents of the City of Englewood and their invitees.
- II. Requests for use will be accepted on a first-come, first-served basis; however, City uses and community meetings take precedence over other uses. Non-City usage maybe limited, e.g., requests for regularly scheduled meetings in the Community Room will not be accepted.
- III. **The Community Room will not be reserved until a completed application is submitted and approved.** A committee will review the application for approval and confirmation will be made. If cancellation is made 24 hours prior to use, a refund will be made. The City of Englewood reserves the right to cancel a scheduled meeting or event with a 24-hour notice.
- IV. **Use of the Community Room will be subject to advance payment of rental and related fees as applicable.** A schedule of charges for non-city use is included on the attached application form. A damage deposit is required and, if damages occur, charges will be assessed against the user. The user is financially responsible to the City of Englewood for any and all damages occurring to City property during rental hours. If the City is required to provide additional clean-up services following an event, the applicant will be required to reimburse the City for actual costs incurred.
- V. A fee for a Facility Attendant at \$15.00 per hour will be charged for each event in the evening and on weekends.
- VI. The maximum room capacity for an event is 150; however, actual room capacity may be significantly lower based on usage and table configuration. User may not exceed the established room capacity.
- VII. Although the City of Englewood does have a sound system and handheld microphone available, **the City does not provide other audio/visual equipment, extension cords, easels, etc.** for outside groups. **Community Room users may bring in their own equipment or arrange for equipment rental through an outside company.**
- VIII. Nothing is to be attached to or hung from the walls without approval by the City of Englewood.
- IX. Catering or other food service may be permitted in the Community Room, subject to approval and payment of associated fees.
 - A. Caterers must be licensed by the City of Englewood.
 - B. Consumption of food and beverage is restricted to the Community Room only.
 - C. The use of red or grape beverages is prohibited.
 - D. Alcohol is prohibited except for special events as may be approved by the City of Englewood Liquor and Medical Marijuana Licensing Authority and the State for non-profit agencies, subject to Colorado Law.
 - E. When food or beverages are served, user must wipe down tables and chairs.
 - F. Vending machines are available on the second floor near the Community Room.

- X. User is responsible for cleaning and disposal of all trash in receptacles provided.
- XI. Displays, easels, audio video equipment, rental tables, chafing dishes, serving trays, etc. must be removed from the Community Room immediately following the event.
- XII. Pay phones are available in the lobbies on first and second floors.
- XIII. Smoking and burning of candles is prohibited.
- XIV. User is responsible for proper conduct and behavior of all people attending event. No illegal or inappropriate uses will be tolerated. Children under age 12 must be supervised by at least one adult (over 21) per 12 children. Applicant must be at least 21 years old.
- XV. User will have access to public restrooms; however, users are requested to otherwise confine themselves to the Community Room.
- XVI. Subject to the proposed use, the City may require security service and/or insurance coverage. A certificate of insurance is required if alcohol is served.
- XVII. The City of Englewood, its officers and employees will not be held liable for any injuries, claims, or damages arising from the use permitted. Insurance coverage may be required for some uses.
- XVIII. Failure to follow the City's policies and procedures may result in the immediate termination of the use and denial of future use.
- XIX. User is responsible for distribution of event information to those attending including venue location (Englewood Civic Center, 1000 Englewood Parkway, 2nd Floor Community Room), date, and time.

I have read, understand, and accept all responsibility for the City of Englewood Terms and Conditions of Use Agreement for use of the Community Room. I also understand the total use fees and deposits must be paid on approval of this application/reservation.

Attached is an agenda, invitation, or informational flyer for this event.

A 72-hour notice must be made prior to the scheduled event for any setup changes or cancellation of room reservation. If the changes are made within the 72 hours prior to an event, the changes cannot be accommodated.

Organization _____

Event Date _____

Signature of Applicant

Date



CITY OF ENGLEWOOD
1000 Englewood Parkway, Englewood, Colorado 80110

COMMUNITY ROOM APPLICATION

Name of Organization _____

Address _____

City _____ State/Zip _____

Contact Person _____

Phone _____ Fax _____ Cell _____ E-Mail _____

Event Date _____ Reserved (from/to) _____ Event Starts at _____

Purpose of Event (attach invitation, informational flyer or agenda) _____

Estimated Attendance (Maximum 150) _____ Attendee Fee \$ _____

The following room fees are due within one week of application approval, but in no case later than 72 hours prior to event. Please make checks for fee and deposit payable to the City of Englewood.

Table with 2 columns: Room Fees and Amount. Rows include City of Englewood Resident, Englewood Business/Non Profit, and Non-Resident/For-Profit Event with various time slots and rates.

Refundable Room Deposit: One-Half of Total Room Fee (Minimum of \$500 if Meal Served)

Fee Calculation (circle applicable category): Resident, Business/Non-Profit, Non-Resident/For-Profit \$ X Hours = \$

Room Deposit (one-half of the Room Fee above) \$

Facility Room Attendant Fee (evenings/weekends) \$

Method of Payment (circle type of payment) - VISA or MC (COE must swipe card), Cash, Check

Mail Refund to: _____

I have read, understand, and accept all responsibility for the City of Englewood Terms and Conditions of Use Agreement for use of the Community Room. I also understand that the total use fees and deposits must be paid on approval of this application/reservation.

Signature of Applicant _____ Date _____

CMO Representative _____ Date _____
(303-762-2310 or 303-762-2311)

Name of Caterer _____

Caterer Contact _____ Phone _____ Fax _____

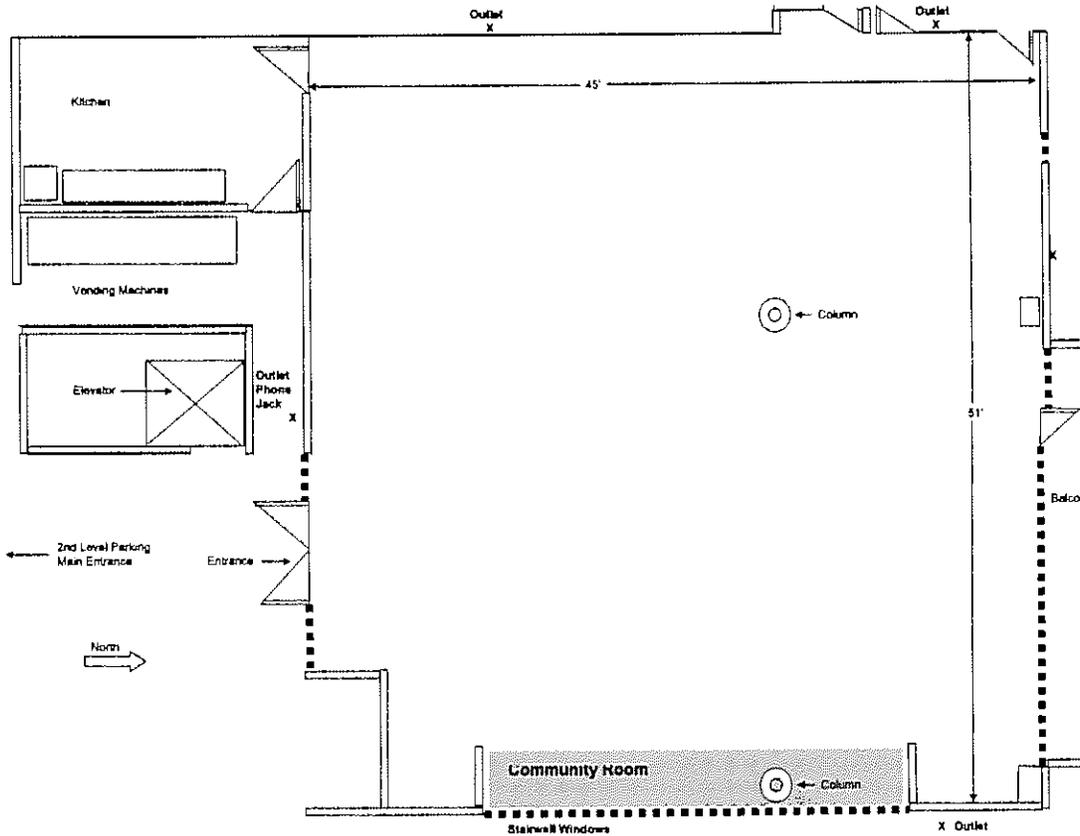
Community Room Setup (please circle choice):

No. of Seats

- Theater/Lecture Style (chairs only) _____
- Meeting Style (tables and chairs in rectangle) _____
- Classroom Style (tables and chairs facing one direction) _____
- Luncheon Setup - Banquet, Squares, Rectangles _____
- Social Event _____
- Caterer Setup _____

Setup Requires (please circle all which apply):

- Podium
- Microphone/Sound System
- Registration Table
- AV Table
- 2x6' Table(s)
- Kitchen Facility



(1) Staff Use: Hours _____ Comments _____

**CITY OF ENGLEWOOD
HAMPDEN HALL USE APPLICATION AND PERMIT
1000 Englewood Parkway, Englewood, Colorado 80110
(72 hour minimum notice of ANY change requests)**

Licensee: _____

Contact: _____

Address: _____ City/Zip: _____

Phone: _____ E-Mail: _____

Name of Event: _____

Type of Use: _____

Projected Attendance: _____

EVENT DATE: _____ Reserved From: _____ am/pm To: _____ am/pm

Special open or close times for the building: (open) _____ am/pm and (close) _____ am/pm

Box Office Open: _____ am/pm HH Open: _____ am/pm

Event Begins: _____ am/pm Ending Time: _____ am/pm

Rehearsal Date(s): _____ Time(s): _____

*Please note that there is a minimum charge of 2 hours (\$70.00/facility and \$30/Facility Attendant - Total \$100 minimum)

Delivery of Specialty Rental Items: Date/Time _____ Pickup Date/Time _____

* Please note that there is a charge \$15/hour for the Facility Attendant

Type of Items: _____

Standard Room Setup: Lecture/Theater Style for 175 people with center aisle. There is a charge of \$200.00 for removing or rearranging the chairs. 4 tables (2' x 6') and 4 cocktail tables are available at no additional charge.

These must be requested no later than 3 days (72 hours) prior to the event.

2' x 6' table(s) _____ (qty) Cocktail table(s) _____ (qty)

EQUIPMENT (requires a 72 hours notice of ANY changes in equipment requests):

- | | |
|---|--|
| <input type="checkbox"/> Music Shells | <input type="checkbox"/> Sound Mixer |
| <input type="checkbox"/> Screen | <input type="checkbox"/> Mics/Mic Stands |
| <input type="checkbox"/> Podium | <input type="checkbox"/> CD Player |
| <input type="checkbox"/> Light Board (spotlights) | |

OTHER (requires a 72 hours notice of ANY changes in equipment requests):

- | | | |
|--|--|--|
| <input type="checkbox"/> Internet Access | <input type="checkbox"/> Handicap Access for Performer | <input type="checkbox"/> Food/Beverage |
| <input type="checkbox"/> Merchandise Sales | | |

PLEASE NOTE:

- Event holder may provide the sound/lighting technician. No changes may be made to the sound/lights board. ** If light &/or sound boards have been altered and adjusted from pre-set positions, there may be additional charges for time required to restore systems. - cannot waive fees
- Food and Beverage may be provided by Licensee; however, no food preparation area is available. Sale or service of alcohol is prohibited, except for those licensed events. Contact Deputy City Clerk for liquor licensing information at 303-762-2405.
- Merchandise Sales are subject to Englewood Sales Tax. Contact the City Finance Department at 303-762-2409 for information.
- A maximum of 50 parking spaces is available Monday through Thursday from 8 am to 5 pm.
- No dressing or Green Room is available. Changing may be accommodated in adjacent public restrooms.
- Additional charges will be assessed for damage, including excessive cleaning needs, or changes to the room setup or equipment.

FACILITY FEES:

Due within one week of application approval. Make checks payable to the City of Englewood.

Resident/Non-profit Rate

Event Rate (4 hour minimum) — \$150	Each Additional Hour — \$37.50
Rehearsal Rate (2 hour minimum) — \$35	Each Additional Hour — \$17.50

Non-Resident/Corporate Rate

Event Rate (4 hour minimum) — \$200	Each Additional Hour — \$50
Rehearsal Rate (2 hour minimum) - \$50	Each Additional Hour — \$25

Facility Attendant Fee (required for each event & rehearsal & minimum of 2 hrs.) — \$15/Hour - cannot waive fee

Chair removal fee/replacement fee \$200.00 - cannot waive fee

Method of Payment — VISA or MC (COE must swipe card), Cash, Check)

Insurance Limits:

The User shall provide insurance for the event(s) in the amounts listed below:

Minimum Limits:

Public Liability	\$1,000,000
Property Damage	\$1,000,000
Liquor Liability	\$1,000,000 (required with liquor license only)

All Certificates of Insurance shall be provided to the City prior to the event and shall list the City of Englewood as an "Additional Insured".

