



**AGENDA FOR THE
ENGLEWOOD CITY COUNCIL
STUDY SESSION
MONDAY, JUNE 21, 2010
COMMUNITY ROOM
6:00 P.M.**

I. Financial Report

Financial and Administrative Services Director Frank Gryglewicz will discuss the May Financial Report.

II. FEMA Assistance to Firefighter Grant

Fire Chief Mike Pattarozzi will discuss the grant for a generator and hazardous gas detectors for the Police/Fire Center.

III. Fire Issues

Fire Chief Mike Pattarozzi will discuss various issues with City Council:

- A. Mutual Aid with Denver Health;
- B. 2010 Emergency Management Performance Grant;
- C. Tri-County Health Grant – Pandemic Preparedness; and
- D. ARES (Ham) Radios MOU

IV. City Manager's Choice

- A. Tri-County Health Department Grant
- B. Neighborhood Stabilization Program Grant

V. City Attorney's Choice

MEMORANDUM

To: Mayor Woodward and City Council
From: Frank Gryglewicz, Director of Finance and Administrative Services
Date: June 16, 2010
Subject: May 2010 Financial Report

Summary of May 2010 General Fund Financial Report

REVENUES:

- Through May 2010, the City of Englewood collected **\$15,358,387 or \$454,811 (2.9 percent)** less than last year (See chart attached to the full report for detail on changes in revenue in past year).
- The City collected \$1,629,154 in property and \$92,769 in specific ownership tax through May.
- **Year-to-date sales and use tax revenue were \$8,953,340 or \$350,478 (3.8 percent) less than May 2009** (In January 2009, the City of Englewood received \$201,000 from use tax audits completed in 2008. This skews the percentage difference between 2010 and 2009. If the audit proceeds are removed from 2009, the City is down \$171,118 or 1.88 percent for the year.)
- Cigarette tax collections were down \$16,366 compared to last year.
- Franchise fee collections were \$65,339 more than last year.
- Licenses and permit collections were \$69,086 more than 2009.
- Intergovernmental revenues were \$165,212 more than the prior year.
- Charges for services decreased \$22,909 from last year.
- Recreation revenues decreased \$15,922 from 2009.
- Fines and forfeitures were \$63,876 less than last year.
- Investment income was \$53,296 less than last year.
- Miscellaneous revenues were \$268,459 less than last year.

OUTSIDE CITY:

- Outside City sales and use taxes were down \$238,423 or 7.6 percent compared to last year.
- At this time potential refunds total approximately \$900,000 for claims submitted to Englewood but not completed; the balance of the account to cover intercity claims is \$600,000.

CITY CENTER ENGLEWOOD (CCE):

- Sales and use tax revenues collected in May 2010 were \$882,218 (4.1 percent) less than the \$919,936 collected in 2009.

EXPENDITURES:

- Expenditures through May were \$16,606,694 or \$194,758 (1.2 percent) more than the \$16,411,936 expended through May 2009.
- The City refunded \$167,657 in sales and use tax claims through May.

RESERVES:

- The reserves for 2010 are budgeted at \$3,878,895 or 10.7 percent of budgeted revenues.
- The unreserved/undesignated fund balance for 2010 is *estimated* at \$5,016,841 or 13.4 percent of projected revenues.

TRANSFERS:

- Net transfers-in to date of \$1,894,433 were made in 2010.

REVENUES OVER/UNDER EXPENDITURES:

- Expenditures exceeded revenues through May by \$1,248,307 through May 2010 (see Expenditures above).

PUBLIC IMPROVEMENT FUND (PIF):

- The PIF has collected \$573,538 in revenues and spent \$1,880,360 year-to-date. Estimated year-end fund balance is \$160,709.

City of Englewood, Colorado

May 2010 Financial Report

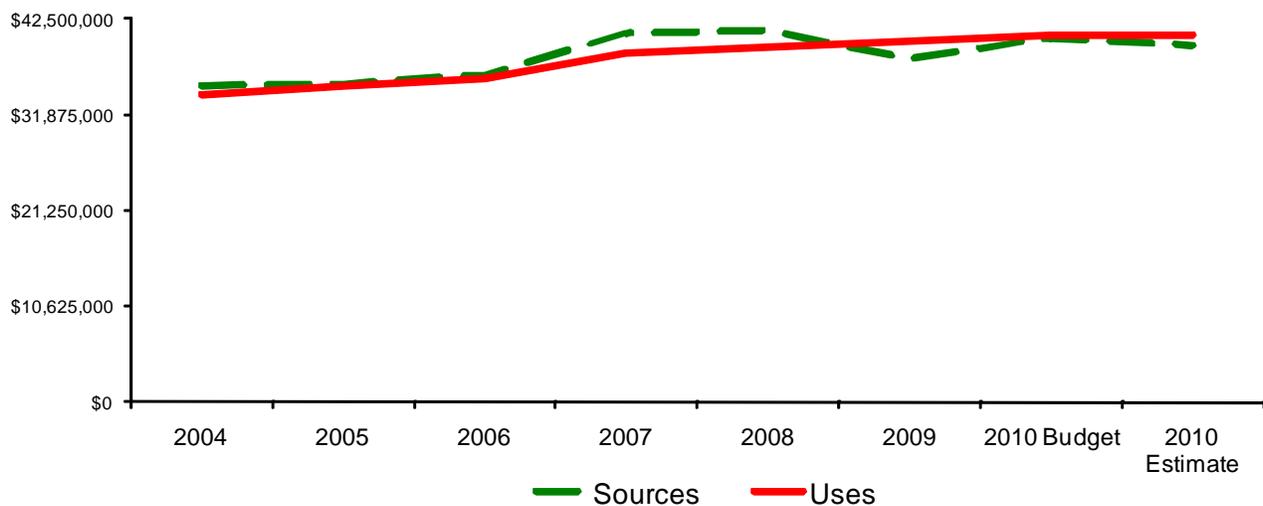
GENERAL FUND OVERVIEW AND ANALYSIS

The General Fund accounts for the major “governmental” activities of the City. These activities include “direct” services to the public such as police, fire, public works, parks and recreation, and library services. General government also provides services by the offices of city manager and city attorney; the departments of information technology, finance and administrative services, community development, human resources, municipal court and legislation. Debt service, lease payments, and other contractual payments are also commitments of the General Fund.

General Fund Surplus and Deficits

The line graph below depicts the history of sources and uses of funds from 2004 to 2010 Estimate. As illustrated, both surpluses and deficits have occurred in the past. The gap has narrowed over the past few years by reducing expenditures, freezing positions, negotiating lower-cost health benefits, increased revenue collections. Continued efforts will be required to balance revenues and expenditures, especially with persistent upward pressure on expenditures due to increases in the cost of energy, wages and benefits.

General Fund: Total Sources and Uses of Funds



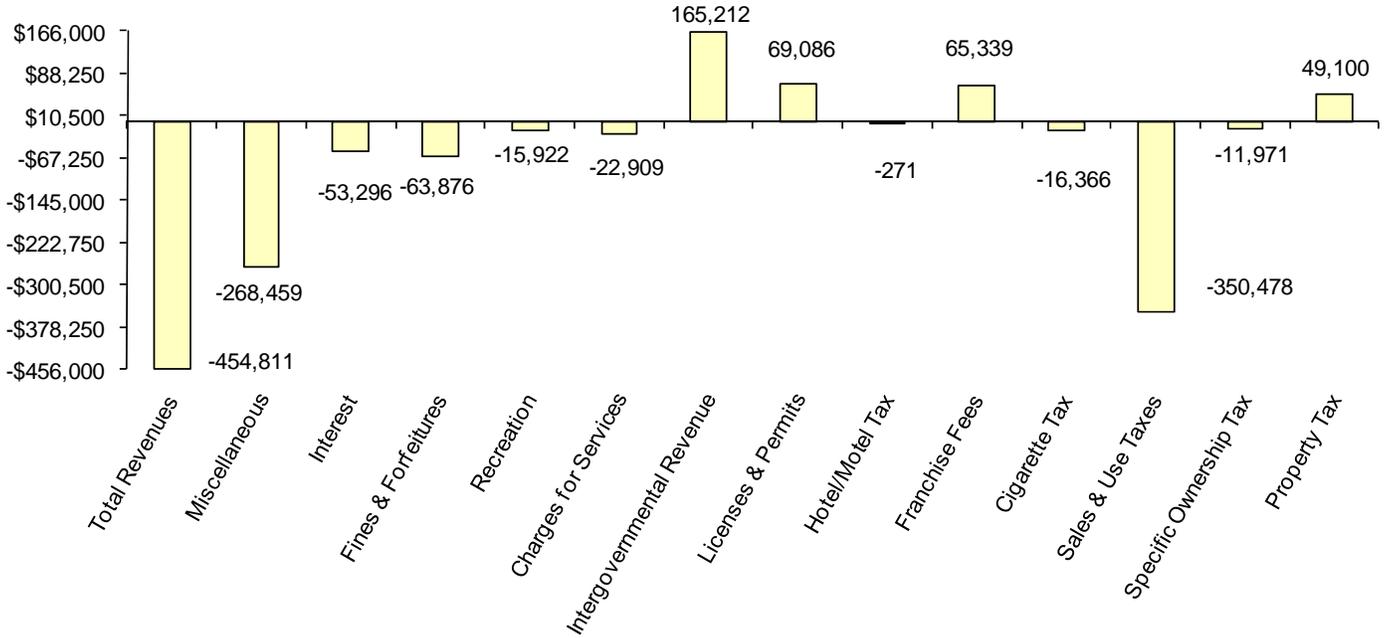
The table below summarizes General Fund Year-To-Date (YTD) Revenues, Expenditures, Sales & Use Tax Revenue and Outside City Sales & Use Tax Revenue for the month ended May, 2010. Comparative figures for years 2009 and 2008 are presented as well. The table also highlights the dollar and percentage changes between those periods.

	2010	2010 vs 2009 Increase (Decrease)		2009	2009 vs 2008 Increase (Decrease)		2008
General Fund							
Year-To-Date Revenues	\$ 15,358,387	\$ (454,811)	(2.88%)	\$ 15,813,198	\$ (568,031)	(3.47%)	\$ 16,381,229
Year-To-Date Expenditures	16,606,694	\$ 194,758	1.19%	16,411,936	\$ 161,706	1.00%	16,250,230
Net Revenues (Expenditures)	\$ (1,248,307)	\$ (649,569)		\$ (598,738)	\$ (729,737)		\$ 130,999
Estimated Unreserved/ Undesignated Fund Balance	\$ 5,016,841	\$ 123,063	2.51%	\$ 4,893,778	\$ (1,363,042)	(21.78%)	\$ 6,256,820
Sales & Use Tax Revenue YTD	\$ 8,953,340	\$ (350,478)	(3.77%)	\$ 9,303,818	\$ (803,384)	(7.95%)	\$ 10,107,202
Outside City Sales & Use Tax YTD	\$ 2,892,953	\$ (238,423)	(7.61%)	\$ 3,131,376	\$ (693,881)	(18.14%)	\$ 3,825,257

General Fund Revenues

The City of Englewood’s total budgeted revenue is \$38,532,965. Total revenues collected through May 2010 were \$15,358,387 or \$454,811 (2.88 percent) less than was collected in 2009. The chart below illustrates changes in General Fund revenues this year compared to last year.

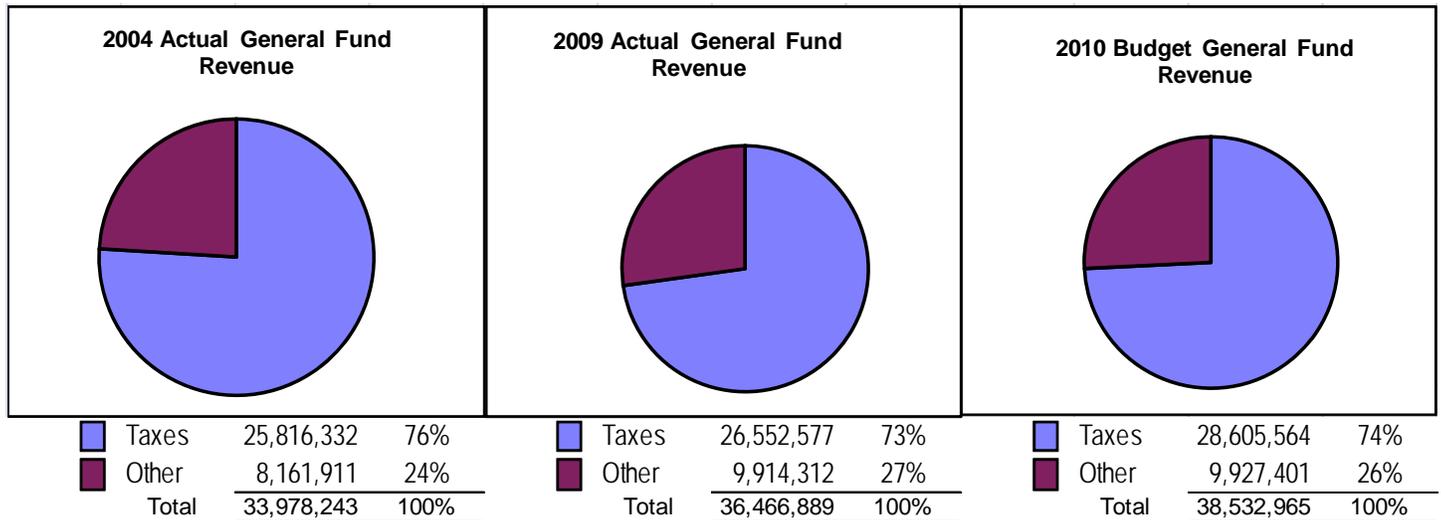
2010 Year-To-Date Change in General Fund Revenue as Compared to Prior Year



General Fund Taxes

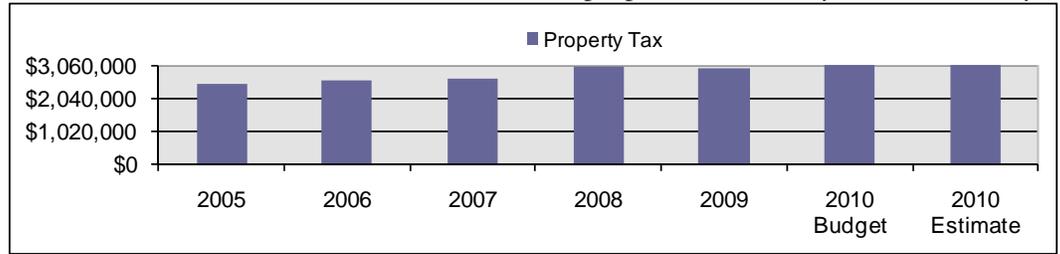
The General Fund obtains most of its revenue from taxes. In 2009 total revenues were \$36,466,887 of which \$26,552,577 (72.8 percent) came from tax collections. Taxes include property, sales and use, specific ownership, cigarette, utilities, franchise fees, and hotel/motel. The following pie charts illustrate the contribution of taxes to total revenue for 2004 and unaudited 2009 and budgeted 2010. Taxes as a percentage of total revenue have declined slightly as other fees and charges have been increased to help offset rising costs and relatively flat tax revenues.

General Fund Revenues Taxes vs. Other



Property taxes: These taxes are collected based on the assessed value of all the properties in the City and the mill levy assessed against the property.

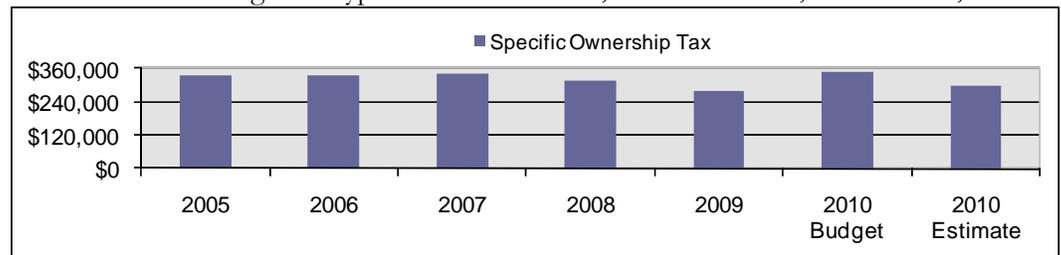
The City's total 2009 mill levy collected in 2010 is 7.911 mills. The 2009 mill levy for general operations collected in 2010 is 5.880 mills. A voter approved additional mill of 2.031 mills



is levied for principal and interest payments on the City's general obligation debt (parks and recreation projects). Property tax collections grew from \$2,493,832 in 2005 to \$2,971,303 in 2009. This was an increase of \$477,471 or 19.1 percent. In 2009 the City collected \$2,971,303 or 11.2 percent of 2009 total taxes and 8.1 percent of total revenues from property taxes. The City budgeted \$3,046,000 for 2010; collected \$1,629,154 through May 2010.

Specific ownership: These taxes are based on the age and type of motor vehicles, wheeled trailers, semi-trailers, etc.

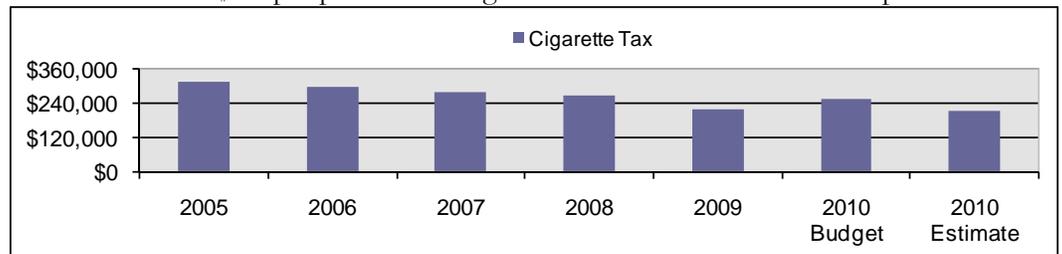
These taxes are collected by the County Treasurer and remitted to the City on the fifteenth day of the following month. The City collected \$334,768 in 2005 and \$276,414 in 2009 which is a decrease of \$58,354 or 17.4 percent.



The City collected \$276,414 in 2009 which is less than one percent of total revenues and one percent of total taxes. The City budgeted \$350,000 for 2010 and collected \$92,769 through May 2010.

Cigarette Taxes: The State of Colorado levies a \$.20 per pack tax on cigarettes. The State distributes 46 percent of the gross tax to cities and towns based on the pro rata share of state sales tax collections in the previous year.

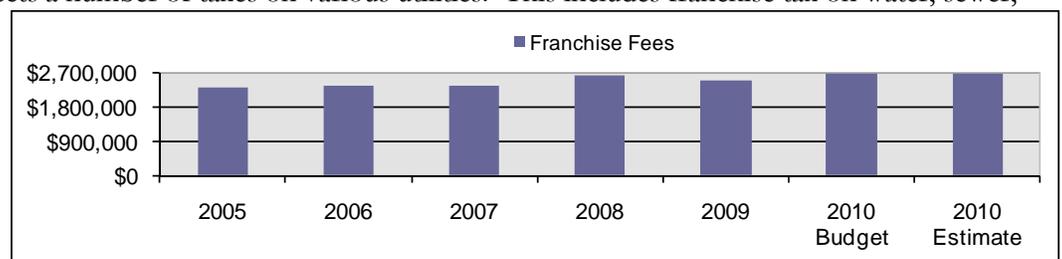
These taxes have fallen *significantly* in the past and continue to fall after the 2009 federal tax increase of approximately \$.62 per pack went into effect.



This increase will fund the State Children's Health Insurance Program (SCHIP). In 2005 the City collected \$313,731, but in 2009 the City collected \$218,449, which is a *decrease* of \$95,282 or 30.4 percent. These taxes accounted for one percent of total taxes and less than one percent of total revenues in 2009. The City budgeted \$250,000 for the year and collected \$77,971 through May 2010, which is \$16,366 or 17.4 percent less than the \$94,337 collected through May 2009.

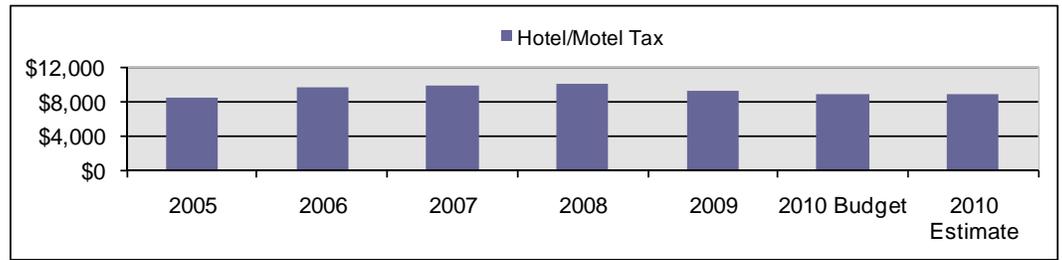
Franchise Fees: The City collects a number of taxes on various utilities. This includes franchise tax on water, sewer, and public services, as well as occupational taxes on telephone services.

The City collected \$2,294,972 in 2005 and \$2,452,611 in 2009, an increase of \$157,639 or 6.9 percent. These taxes accounted for 9.2 percent of



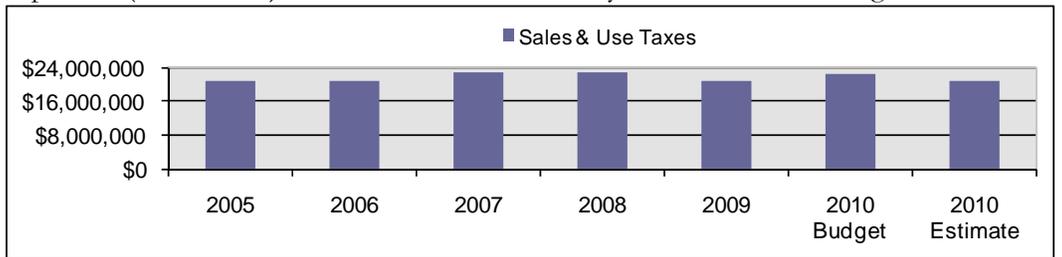
taxes and 6.7 percent of total revenues in 2009. The City budgeted \$2,650,851 for the year; collections through May totaled \$940,944 compared to \$875,605 collected during the same period last year.

Hotel/Motel Tax: This tax is levied at two percent of the rental fee or price of lodging for under 30 days duration. The City budgeted \$8,713 for the year and has collected \$3,461 through May 2010.



Sales and Use Taxes Analysis

Sales and use taxes are the most important (and volatile) revenue sources for the City. Sales and use taxes generated 77.4 percent of all taxes and 56.4 percent of total revenues collected in 2009. In 2005, this tax generated \$20,886,855 for the City of Englewood; in 2009 the City collected \$20,624,659, a decrease of 1.3 percent. This tax is levied on the sale price of taxable goods. Sales tax is calculated by multiplying the sales price of taxable goods times the sales tax rate of 3.5 percent. Vendors receive a .25 percent fee for collecting and remitting the taxes to the City by the due date. Taxes for the current month are due to the City by the twentieth day of the following month. The City budgeted \$22,300,000 for 2010. Sales and Use Tax revenue through May 2010 was \$8,953,340 while revenue year-to-date for May 2009 was \$9,303,818 a decrease of \$350,478 or 3.77 percent.



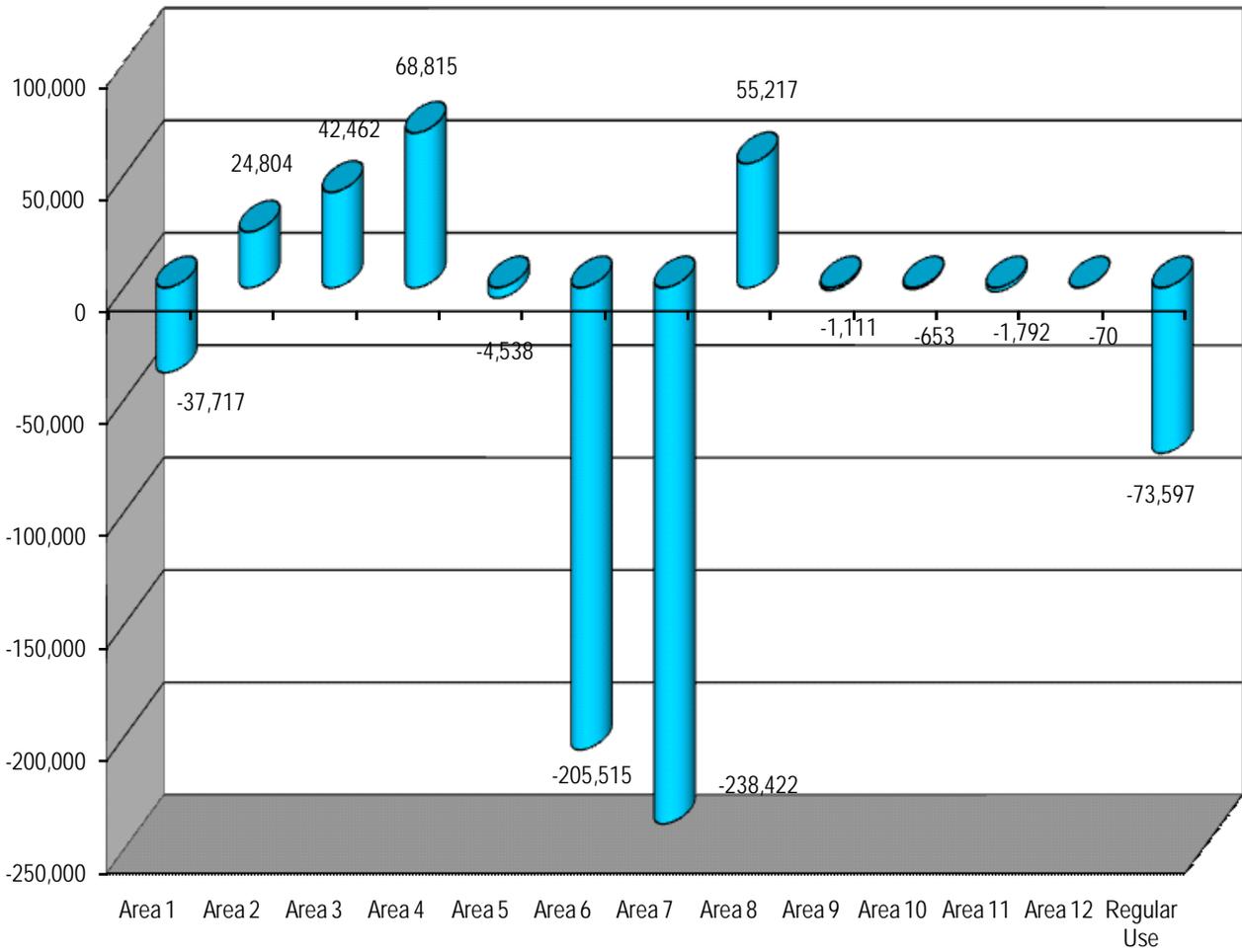
In January 2009, the City of Englewood received \$201,000 from use tax audits completed in 2008. This skews the percentage difference between 2010 and 2009. If the audit proceeds are removed from 2009, the City is down \$171,118 or 1.88 percent for the year.

Collections for May 2010 were \$1,599,065 while collections for May 2009 and May 2008 were \$1,485,489 and \$1,595,841 respectively. May 2010 collections were \$113,576 or 7.6 percent more than May 2009 collections. This revenue source tends to ebb and flow (often dramatically) with the economy, growing during economic expansions and contracting during downturns. The past two years of sales tax collections have been exceptionally erratic with no discernable trend to make accurate short or long term forecasts. It is important to continually review and analyze sales and use tax data including trends in the various geographic areas of the City.

Year to date the City has collected 96.2 percent of last year's sales and use taxes (\$20,624,659). If this holds through to the end of the year, the City will collect \$19,840,922 for the year. Historically, the City collects 45.4 percent of its total sales and use taxes in the first quarter; this leaves 54.6 percent to be collected over the next seven months. If this historic pattern holds true for the year, the City can expect to collect an additional \$10,740,043 for a total of \$19,670,407 for the year. Based on the above calculations, the estimated collections have been reduced to \$21,300,000 to reflect the decline in collections for the year and will be reviewed further with the June report.

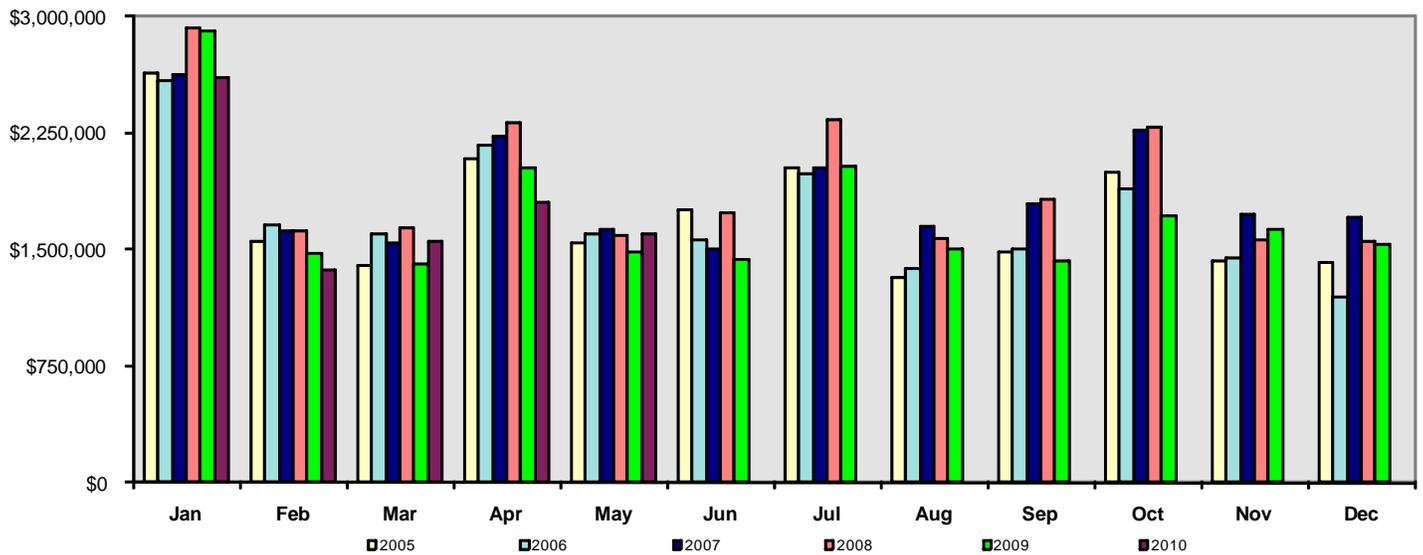
The chart on the next page, "Change in Sales/Use Tax Collections by Area 2010 vs. 2009" indicates that most of the decrease in sales tax collections is due to Outside City (Area 7) and All Other City Locations (Area 6) sales. Regular use tax was up last year due to the 2009 receipt of a 2008 audit. Economic improvement, judged strictly by sales tax collections, appears to be in decline in most of the geographic areas compared to the same period last year.

Change in Sales/Use Tax Collections by Area 2010 vs 2009



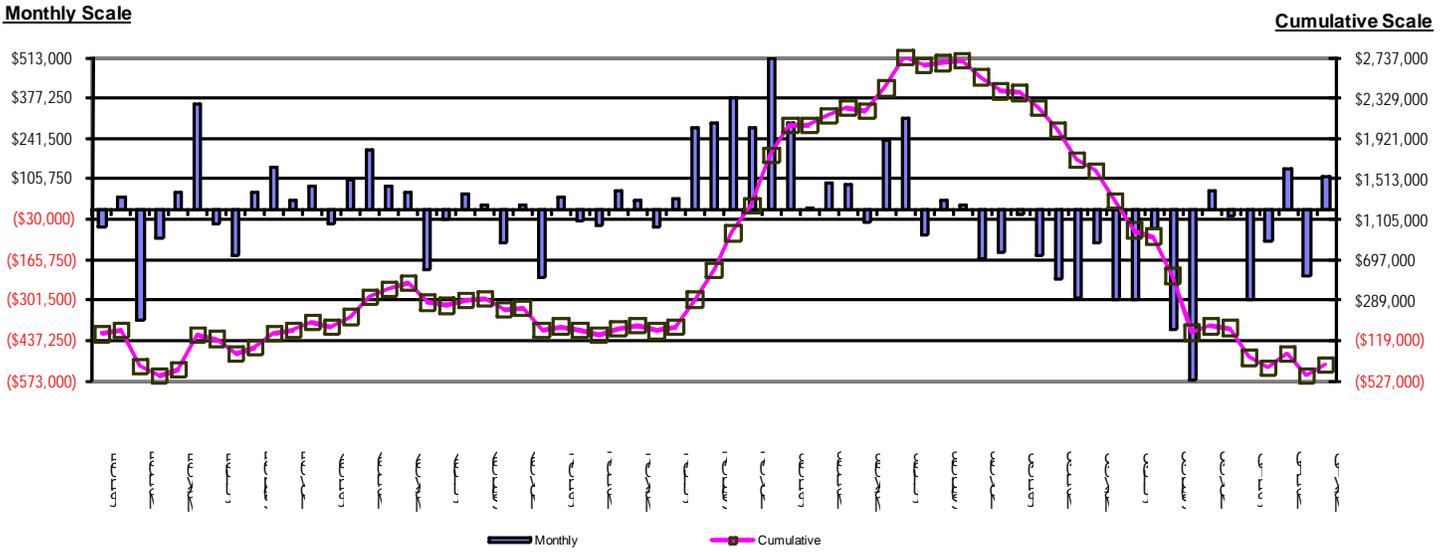
The bar graph below shows a comparison of monthly sales tax collections (cash basis) for 2005 through 2010.

2005-2010 YTD Sales/Use Tax Collections by Month - Cash Basis



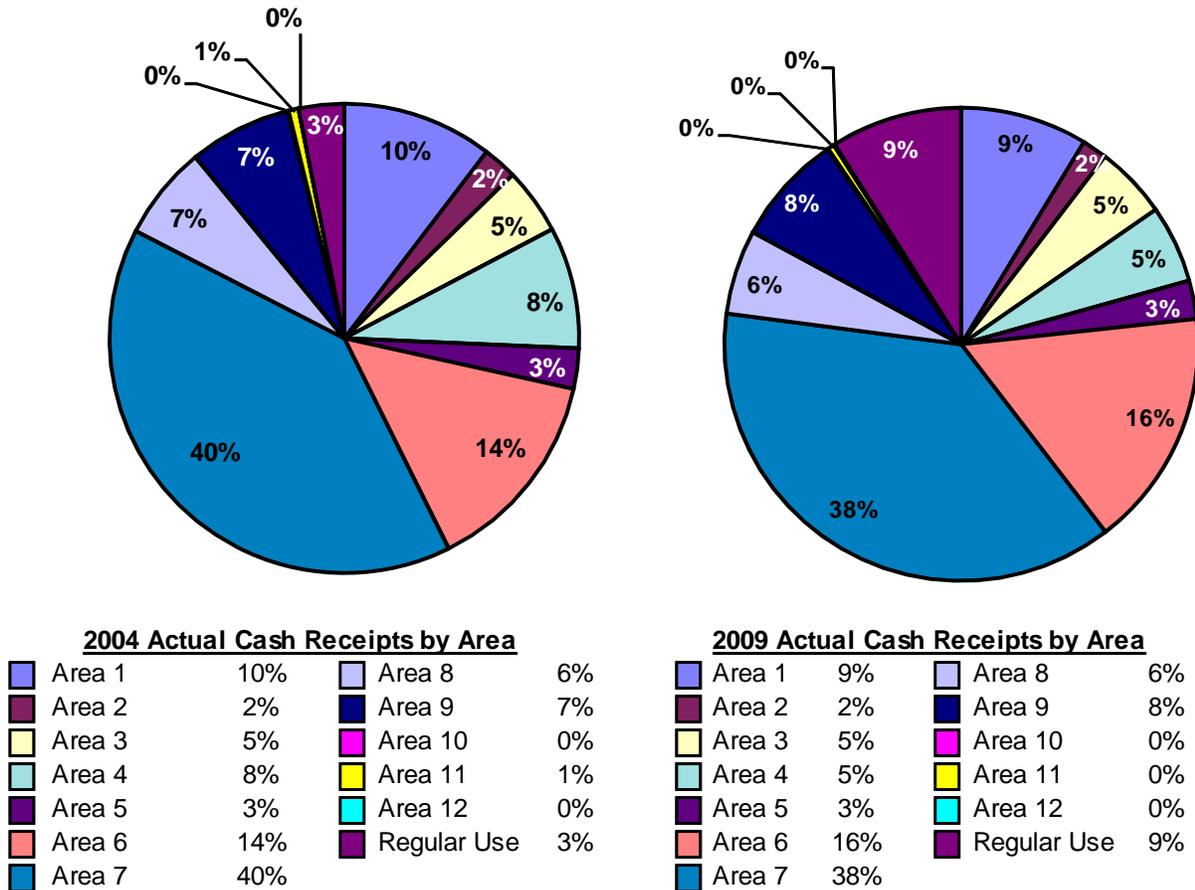
The next chart illustrates sales tax collections (cash basis) by month and cumulative for the years presented.

2005 - 2010 Monthly Change Sales and Use Tax



Sales tax collections are reported by various geographic areas as illustrated in the following pie charts. These illustrate the changing collection patterns for 2004 and 2009.

Geographic Sales Tax Collection Areas



A brief description and analysis of the significant geographic areas follows:

Area 1: This geographic area accounts for the sales tax collections from CityCenter Englewood. CityCenter Englewood had collections of \$882,218 year-to-date 2010, in 2009, the City collected \$919,936.

Area 6: This geographic area is down from last year due to an audit that was completed and paid last year for \$107,000.

Area 7: This geographic area records the outside city sales tax collections (Outside City). Outside City has been the geographic area responsible for much of the sales tax growth (and decline) in past years. Outside City collections have decreased 7.6 percent from the same period last year. The chart below illustrates this area’s contribution to total sales and use taxes (cash basis) as well as total revenues since 2006 for collections through the month of May. The importance of Outside City has declined as a percentage of sales and use tax collections but it continues to remain an important impact on the City’s General Fund as illustrated by the following:

	2006	2007	2008	2009	2010
Total Sales and Use Taxes	9,613,988	9,667,629	10,106,109	9,302,483	8,930,365
Outside City Collections	3,494,400	3,426,291	3,825,257	3,131,376	2,892,953
Percentage of Total	36.3%	35.4%	33.9%	41.1%	35.1%
Total General Fund Revenues	15,553,730	15,735,888	16,381,229	15,813,198	15,358,387
Outside City Collections	3,494,400	3,426,291	3,825,257	3,131,376	2,892,953
Percentage of Revenues	22.5%	21.8%	23.4%	19.8%	18.8%

The City records the proceeds of some returns from Outside City into an unearned revenue (liability) account. The criteria staff uses to decide if proceeds should be placed in the unearned account is if a reasonable probability exists for another municipality to claim the revenue. This account currently has a balance of \$600,000 to cover intercity claims. The City paid \$166,046 in refunds including intercity sales/use tax claims through May 2010 compared to \$10,664 in May 2009. At this time potential refunds total approximately \$900,000 for claims submitted to Englewood but not completed.

Area 8: This geographic area consists of collections from public utilities. Collections through May were up \$55,217 or 7.3 percent over last year. Weather conditions, energy usage conservation, and rising energy prices play an important role in revenue collections. Collections could increase or decrease if the remainder of the year is significantly hotter/colder than normal.

Other Sales Tax Related Information

Finance and Administrative Services Department collected \$220,092 in sales and use tax audit revenues and general collections of balances on account through the month of May; this compares to \$377,866 collected in 2009 and \$287,599 collected in 2008.

Of the 60 sales tax accounts reviewed in the various geographic areas, 45 (75 percent) showed improved collections and 15 (25 percent) showed reduced collections this year compared to the same period last year.

The Department issued 158 new sales tax licenses through May 2010; 129 and 148 were issued through May 2009 and 2008 respectively.

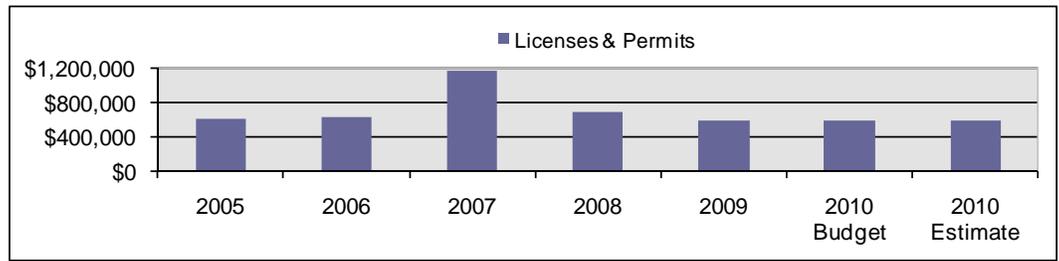
City records indicate that year-to-date 196 businesses closed (111 of them were outside the physical limits of Englewood) and 175 opened (108 of them were outside the physical limits of Englewood).

General Fund Other Revenue

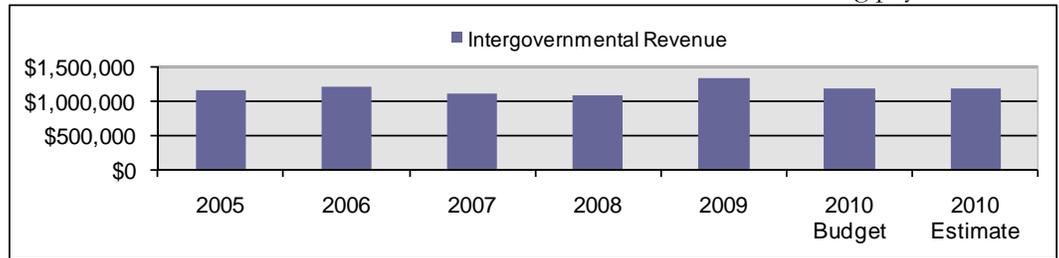
Other revenues accounted for \$9,914,311 or 27.2 percent of the total revenues for 2009; the City budgeted \$9,927,401 for 2010.

Following are additional significant revenue sources:

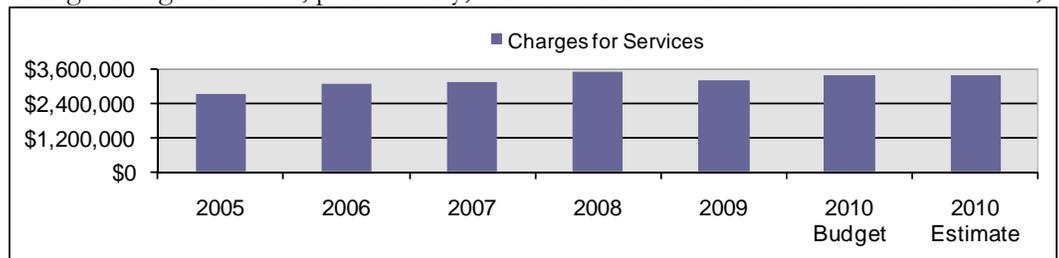
Licenses and Permits: This revenue category includes business and building licenses and permits. This revenue source generated \$588,403 during 2009 or 1.6 percent of total revenue and 5.9 percent of total other revenue. This revenue source totaled \$609,971 in 2005 and decreased to \$588,328 in 2009, a 3.5 percent decrease. The City budgeted \$573,300 for 2010 or 5.7 percent of budgeted total other revenues (\$9,927,401) and year-to-date the City collected \$266,896 or \$69,086 (34.9 percent) more than the \$197,810 collected through May 2009.



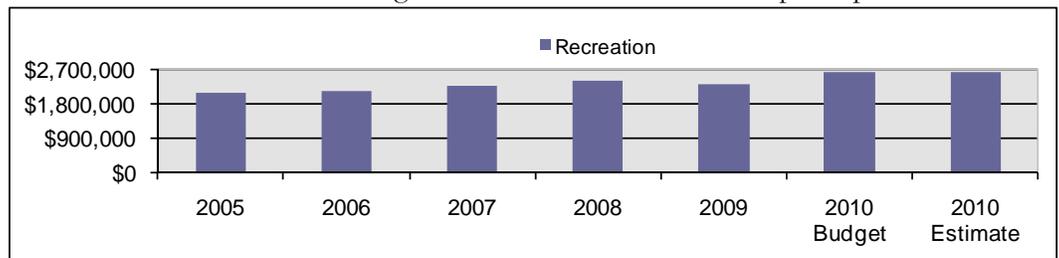
Intergovernmental Revenues: This revenue source includes state and federal shared revenues including payments in lieu of taxes. These revenues are budgeted at \$1,198,327 for 2010, this is 12 percent of total other revenue. This revenue source totaled \$1,156,221 in 2005 and the City collected \$1,319,282 in 2009, a 14.1 percent increase. The City collected \$509,576 through May 2010 this is \$165,212 (48 percent) more than the \$344,364 collected in the same period in 2009.



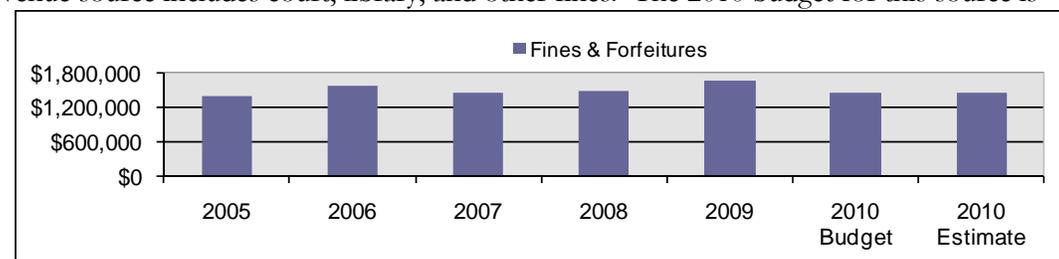
Charges for Services: This includes general government, public safety, fees for the administration of the utilities funds, court costs, highway and street and other charges. This revenue source is budgeted at \$3,318,587 for 2010 or 32 percent of total other revenue. This revenue source totaled \$2,750,211 in 2005 and increased to \$3,185,443 in 2009, a 15.8 percent increase. Total collected year-to-date was \$1,288,826 or \$22,909 (1.75 percent) less than the \$1,311,735 collected year-to-date in 2009.



Recreation: This category of revenue includes the fees and charges collected from customers to participate in the various programs offered by the Parks and Recreation Department. This revenue source is budgeted at \$2,625,194 for 2010 or 26.4 percent of total other revenue. This revenue source totaled \$2,060,758 in 2005 and increased to \$2,315,598 in 2009, a 12.4 percent increase. Total collections through May 2010 were \$653,238 compared to \$669,160 collected in 2009.

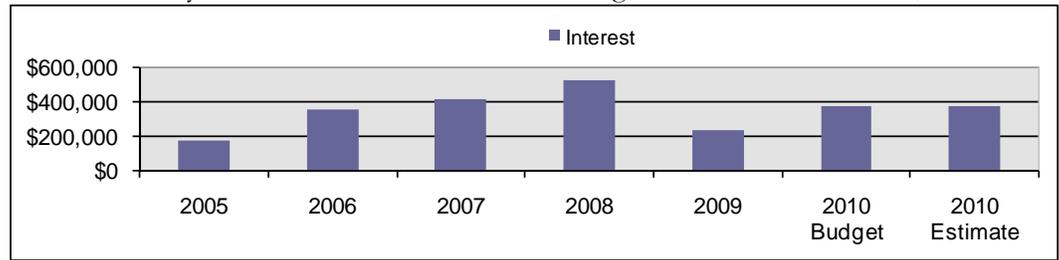


Fines and Forfeitures: This revenue source includes court, library, and other fines. The 2010 budget for this source is \$1,426,801 or 14.7 percent of total other revenue. This revenue source totaled \$1,386,842 in 2005 and increased to \$1,639,678 in

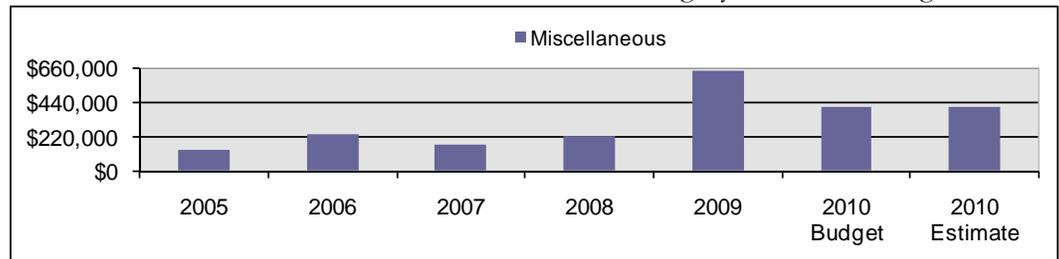


2009, an 18.2 percent increase. Total collected year-to-date was \$663,656 or \$63,876 (8.8 percent) less than the \$727,532 collected in the same time period last year.

Interest: This is the amount earned on the City’s cash investments. The 2010 budget for this source is \$372,611 or 3.8 percent of total other revenue. This revenue source totaled \$168,370 in 2005 and increased to \$230,000 in 2009, a (36.6 percent) increase. The City earned \$76,078 through May 2010; the City earned \$129,374 through May 2009.



Miscellaneous: This source includes all revenues that do not fit in another revenue category. The 2010 budget for this source is \$412,581 or 4.2 percent of total other revenue. This revenue source totaled \$131,849 in 2005 and increased to \$635,982 in 2009, a 382 percent increase. Total collected year-to-date is \$202,478 (57 percent) less compared to the \$470,937 collected last year during the same period.



General Fund Expenditures

Outcome Based Budgeting

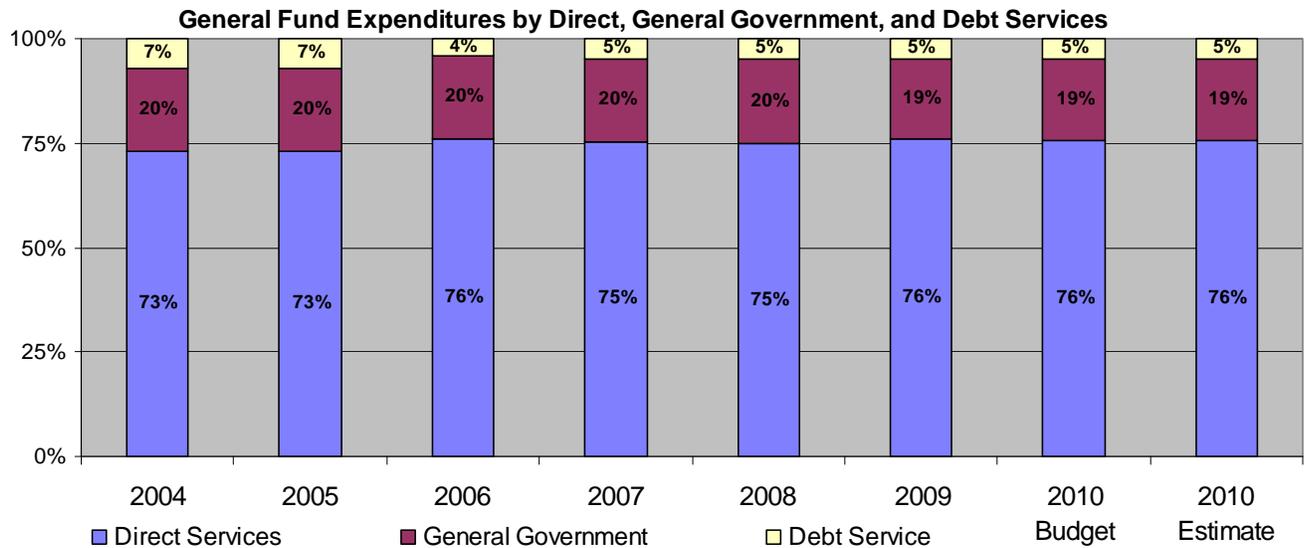
In 2006 the City adopted an outcome based budgeting philosophy. City Council and Staff outlined five outcomes to reflect, more appropriately, the desired result of the services delivered to the citizens of Englewood. The five outcomes identified are intended to depict Englewood as:

- ▶ A City that provides and maintains quality infrastructure,
- ▶ A safe, clean, healthy, and attractive City,
- ▶ A progressive City that provides responsive and cost efficient services,
- ▶ A City that is business friendly and economically diverse, and
- ▶ A City that provides diverse cultural, recreational, and entertainment opportunities.

Outcome based budgeting is an additional tool the City Council and staff use to better develop ways to serve our citizens. This type of budgeting is a new concept and is refined and reviewed on an on-going basis to help us better focus our resources in meeting the objectives of our citizens.

The City budgeted total expenditures at \$40,616,941 for 2010, this compares to \$38,997,977 and \$39,015,199 expended in 2009 and 2008 respectively. Budgeted expenditures for 2010 general government totals \$8,387,284 or 20.2 percent of the total. Direct government expenditures are budgeted at \$31,064,182 or 75.0 percent of the total. Debt service payments are \$1,993,682 or 4.8 percent of the total. Total expenditures through May were \$16,606,694 compared to \$16,411,936 in 2009 and \$16,250,230 in 2008. *The City Manager has requested all departments hold their 2010 spending at or below 2009 expenditure amounts. The Revenue, Expenditure, and Fund Balance Report has been updated to reflect this request.*

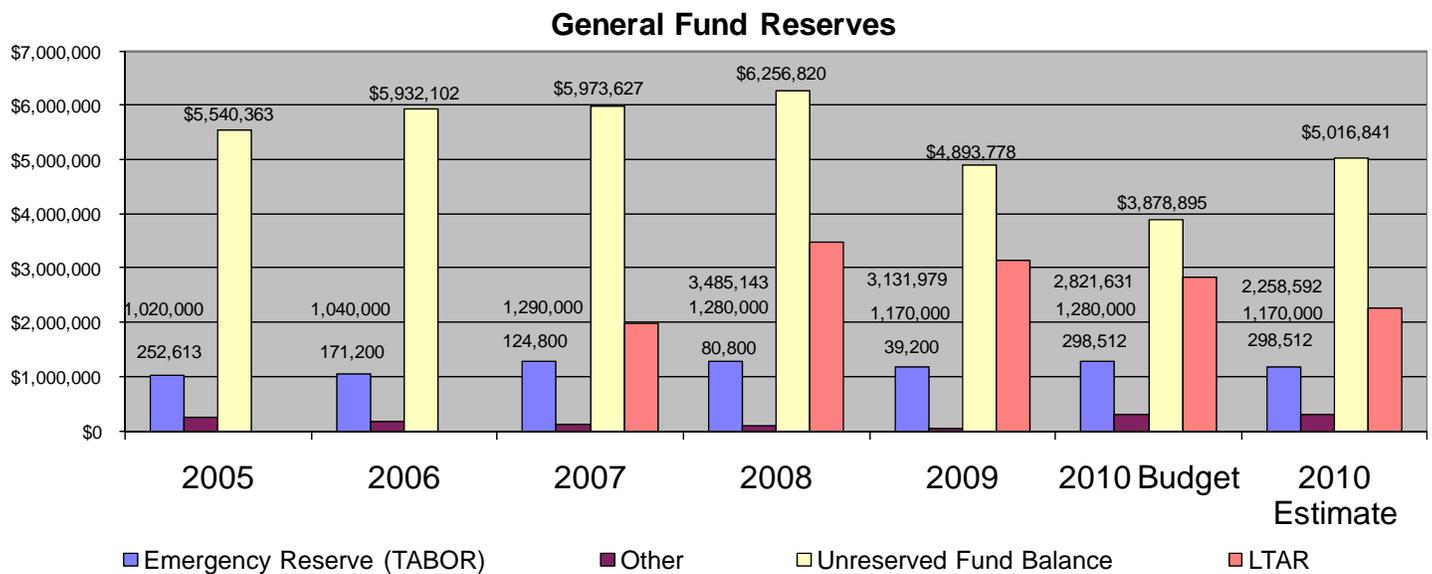
The chart below illustrates the breakdown of expenditures into debt service, general and direct government.



General Fund Reserves

Reserves are those funds the City sets aside for a “rainy day”. The intent is to smooth over unexpected revenue declines and expenditure increases. The fund is normally built up when revenues exceed expenditures. In the past, excess reserves have been transferred out to other funds, usually for capital projects identified in the Multiple Year Capital Plan (MYCP). The reserve balance is not adequate to provide for a transfer from the General Fund to the capital projects funds.

Long Term Asset Reserve (LTAR) At the 2008 Budget workshop held on May 22, 2007, City Council discussed and directed staff to establish a General Fund reserve account to accumulate funds from the sale, lease, or earnings from long-term assets. It was also determined that these funds should be used in a careful, judicious and strategic manner. The funds restricted in this account can only be expended if the funds are appropriated in the annual budget or by supplemental appropriation. The 2010 estimated year-end balance in the account is \$2,258,592 (This balance includes a \$750,000 transfer that was appropriated for the purchase of two homes and rehabilitation of ten homes, and an estimate of \$175,125 rental income from EMRF).



The City ended 2009 with an unreserved/undesignated general fund balance of \$4,893,778 or 13.4 percent of revenues. The 2010 estimate shows an unaudited ending fund balance of \$5,016,841 or 13.4 percent of budgeted revenues. The \$5,016,841 would allow the City to operate for approximately 45 days (using average daily estimated expenditures) if all

other revenues and financing sources ceased. It is more important now than ever to maintain reserves to help the City make up for revenue shortfalls and unexpected expenditure increases given that the one-time transfers made to the General Fund to help maintain reserves are no longer available.

PUBLIC IMPROVEMENT FUND OVERVIEW

The Public Improvement Fund (PIF) accounts for the City's "public-use" capital projects (e.g. roads, bridges, pavement, etc.). The PIF funding is from the collection of vehicle and building use taxes, intergovernmental revenues, interest income, and other miscellaneous sources.

Provided for your information is the table below that illustrates the PIF Year-To-Date (YTD) revenues and expenditures for the years 2008 through 2010. The dollar and percentage change between each year is also provided. The Estimated Ending Fund Balance is included in order to account for the remaining PIF appropriation in addition to the remaining annual revenue anticipated for the fund.

	2010	2010 vs 2009 Increase (Decrease)	2009	2009 vs 2008 Increase (Decrease)	2008
Public Improvement Fund (PIF)					
YTD Revenues	\$ 573,538	\$ (812,660) (58.63%)	\$ 1,386,198	\$ 458,937 49.49%	\$ 927,261
YTD Expenditures	1,880,360	\$ (573,064) (23.36%)	2,453,424	\$ (2,360,462) (49.03%)	4,813,886
Net Revenues (Expenditures)	\$ (1,306,822)	\$ (239,596)	\$ (1,067,226)	\$ 2,819,399	\$ (3,886,625)
Beginning PIF Fund Balance	\$ 1,515,399		\$ 1,067,525		\$ 3,359,169
Ending PIF Fund Balance Before Remaining Annual Revenue and Appropriation	\$ 208,577		\$ 299		\$ (527,456)
Plus: Remaining Annual Revenue	1,126,221		2,042,809		2,907,637
Less: Remaining Annual Appropriation	(1,174,089)		(1,974,418)		(2,614,827)
Estimated Ending Fund Balance	\$ 160,709		\$ 68,690		\$ (234,646)
Unappropriated Fund Balance as of December 31,			<u>\$ 337,197</u>		<u>\$ 21,117</u>

The three main funding sources for the PIF are Vehicle Use Tax, Building Use Tax and Arapahoe County Road and Bridge Tax.

	2010 Estimate	2010 Adopted Budget	2010 YTD Actual	2010 Vs 2009 \$ %	2009 YTD Actual	2009 Vs 2008 \$ %	2008 YTD Actual
Vehicle Use Tax	\$ 1,000,000	\$ 1,000,000	\$ 285,159	\$ (36,163) -11%	\$ 321,322	\$ (114,087) -26%	\$ 435,409
Building Use Tax	\$ 400,000	\$ 400,000	\$ 185,753	\$ 67,774 57%	\$ 117,979	\$ (272,345) -70%	\$ 390,323
Arapahoe County Road and Bridge Tax	\$ 192,109	\$ 200,000	\$ 67,238	\$ (3,108) -4%	\$ 70,346	\$ 1,136 2%	\$ 69,210

Vehicle Use Tax is based on the valuation of new vehicles purchased by City of Englewood residents. This tax is collected and remitted by Arapahoe County at the time the vehicle is registered. **Building Use Tax** is based on the valuation of building permits issued by the City of Englewood. We will monitor these revenue sources to determine if the 2010 estimate needs to be revised. **Arapahoe County Road and Bridge Tax** is restricted to the construction and maintenance of streets and bridges. This tax is based on a mill levy established by Arapahoe County multiplied by the City's assessed valuation multiplied by 50%.

2010 Year-To-Date City Funds At-A-Glance

(Please refer to "Funds Glossary" for a Brief Description of Funds and Fund Types)

	Beginning Balance	Revenues	Expenditures	Other Sources (Uses)	Reserved Balance	Ending Balance
Governmental Fund Types (Fund Balance)						
General Fund	9,234,957	15,358,389	16,606,257	1,441,731	4,411,979	5,016,841
Special Revenue Funds						
Conservation Trust	851,312	72,152	221,645	(670,903)	-	30,915
Open Space	1,236,741	6,343	381,535	(687,281)	-	174,269
Donors	115,917	47,828	44,856	-	-	118,889
Community Development	-	96,556	102,702	6,147	-	-
Malley Center Trust	287,432	3,504	1,230	-	-	289,707
Parks & Recreation Trust	455,943	3,606	6,345	-	-	453,204
Debt Service Fund						
General Obligation Bond	58,665	564,171	249,576	-	-	373,260
Capital Projects Funds						
PIF	1,515,399	573,539	362,743	(1,565,485)	-	160,709
MYCP	941,009	6,295	280,142	(518,028)	-	149,134
Proprietary Fund Types (Funds Available Balance)						
Enterprise Funds						
Water	6,488,629	3,055,848	3,329,383	-	-	6,215,094
Sewer	8,454,882	5,897,934	5,005,645	-	1,000,000	8,347,171
Stormwater Drainage	852,252	170,315	79,956	-	137,818	804,793
Golf Course	725,050	549,924	651,814	-	293,500	329,660
Concrete Utility	246,706	448,599	130,430	-	-	564,874
Housing Rehabilitation	272,970	93,354	160,465	-	-	205,859
Internal Service Funds						
Central Services	200,630	141,640	111,299	-	-	230,970
ServiCenter	825,982	878,333	769,348	(200,000)	-	734,966
CERF	832,458	293,886	64,426	(446,477)	-	615,441
Employee Benefits	376,106	2,320,806	2,362,471	-	95,522	238,919
Risk Management	1,384,702	1,379,087	710,668	(450,000)	-	2,053,120

CLOSING

The Finance and Administrative Services Department staff works closely with the City Manager's Office and the various departments to help identify revenue and expenditure threats, trends and opportunities as well as strategies to balance revenues and expenditures. I will continue to provide Council with monthly reports. It is important to frequently monitor the financial condition of the City so City staff and Council can work together to take action, if necessary, to maintain service levels, employees, and fiscal health of the City.

I plan to discuss this report with Council at an upcoming study session. If you have any questions regarding this report, I can be reached at **303.762.2401**.

FUNDS GLOSSARY

Capital Equipment Replacement Fund (CERF) – Accounts for the accumulation of funds for the scheduled replacement of City-owned equipment and vehicles.

Capital Projects Funds account for financial resources to be used for the acquisition and/or construction of major capital facilities (other than those financed by proprietary funds).

Central Services Fund – Accounts for the financing of printing services and for maintaining an inventory of frequently used or essential office supplies provided by Central Services to other departments of the City on a cost reimbursement basis.

Community Development Fund – Accounts for grant funds of the Brownfields Pilot Grants Program administered by the United States Environmental Protection Agency and the Art Shuttle Program administered by the Regional Transportation District (RTD).

Concrete Utility Fund – Accounts for revenues and expenses associated with maintaining the City's sidewalks, curbs and gutters.

Conservation Trust Fund – Accounts for the acquisition of parks and open space land not previously owned by the City and for improvements to existing park and recreation facilities. Financing is provided primarily from State Lottery funds.

Debt Service Funds account for the accumulation of resources and payment of general obligation bond principal and interest from governmental resources and special assessment bond and loan principal and interest from special assessment levies when the government is obligated in some manner for payment.

Donors' Fund – Accounts for funds donated to the City for various specified activities.

Employee Benefits Fund – Accounts for the administration of providing City employee benefit programs: medical, dental, life, and disability insurance.

Enterprise Funds account for operations that: (a) are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges, or (b) where the City Council has decided that periodic determination of revenue earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management controls, accountability or other purposes.

Fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

General Obligation Bond Fund – Accounts for the accumulation of monies for payment of General Obligation Bond principal and interest.

Golf Course Fund – Accounts for revenues and expenses associated with the operations of the Englewood Municipal Golf Course.

Governmental Funds distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). These funds focus on the near-term *inflows and outflows of spendable resources*, as well as on balances of spendable resources available at the end of the year.

Housing Rehabilitation Fund – Accounts for revenues and expenses associated with the City's housing rehabilitation program.

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the City on a cost-reimbursement basis.

FUNDS GLOSSARY

MOA – Museum of Outdoor Arts

Malley Center Trust Fund – Accounts for a trust established by Elsie Malley to be used for the benefit of the Malley Senior Recreation Center.

Multi-Year Capital Projects Fund (MYCP) - Accounts for the acquisition and/or construction of major capital improvements and facilities. Financing is provided primarily with transfers from other City Funds.

Parks and Recreation Trust Fund – Accounts for a trust established by the City, financed primarily by donations, to be used exclusively for specific park and recreation projects.

Proprietary Funds account for operations that are financed and operated in a manner similar to private business enterprises. It is the intent that the cost of providing such goods or services will be recovered through user charges.

Public Improvement Fund (PIF) – Accounts for the acquisition and/or construction of major capital improvements and facilities. Financing is provided primarily from building and vehicle use taxes.

Risk Management Fund – Accounts for the administration of maintaining property and liability and workers' compensation insurance.

ServiCenter Fund – Accounts for the financing of automotive repairs and services provided by the ServiCenter to other departments of the City, or to other governmental units, on a cost reimbursement basis.

Sewer Fund – Accounts for revenues and expenses associated with providing wastewater services to the City of Englewood residents and some county residents.

Special Assessment Funds account for and pay special assessment bond principal and interest and/or inter-fund loan principal and interest: Following are funds to account for special assessments: **Paving District No. 35, Paving District No. 38, and Concrete Replacement District 1995.**

Special Revenue Funds account for the proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes.

Storm Drainage Fund – Accounts for revenues and expenses associated with maintaining the City's storm drainage system.

Water Fund – Accounts for revenues and expenses associated with providing water services to City of Englewood residents.

General Fund Comparative Revenue, Expenditure & Fund Balance Report as of May 31, 2010

Percentage of Year Completed = 42%

Fund Balance January 1	\$ 8,518,581	\$ 9,234,957	\$ 9,234,957	\$ 11,102,763	\$ 11,102,763	\$ 9,374,427	\$ 9,374,427			
Revenues	2010				2009			2008		
	Budget	May-10	% Budget	YE Estimate	Dec-09	May-09	% YTD	Dec-08	May-08	% YTD
Property Tax	3,046,000	1,629,154	53.49%	3,046,000	2,971,303	1,580,054	53.18%	2,995,990	1,670,911	55.77%
Specific Ownership Tax	350,000	92,769	26.51%	300,000	276,415	104,740	37.89%	316,242	109,499	34.63%
Sales & Use Taxes	22,300,000	8,953,340	40.15%	21,300,000	20,624,659	9,303,818	45.11%	22,617,767	10,107,202	44.69%
Cigarette Tax	250,000	77,971	31.19%	210,000	218,448	94,337	43.19%	261,743	106,432	40.66%
Franchise Fees	2,650,851	940,944	35.50%	2,650,851	2,452,611	875,605	35.70%	2,588,214	939,981	36.32%
Hotel/Motel Tax	8,713	3,461	39.72%	8,713	9,141	3,732	40.83%	10,078	4,064	40.33%
Licenses & Permits	573,300	266,896	46.55%	573,300	588,303	197,810	33.62%	671,384	245,879	36.62%
Intergovernmental Revenue	1,198,327	509,576	42.52%	1,198,327	1,333,688	344,364	25.82%	1,092,701	353,731	32.37%
Charges for Services	3,318,587	1,288,826	38.84%	3,318,587	3,163,735	1,311,735	41.46%	3,452,946	1,305,660	37.81%
Recreation	2,625,194	653,238	24.88%	2,625,194	2,315,598	669,160	28.90%	2,364,758	650,461	27.51%
Fines & Forfeitures	1,426,801	663,656	46.51%	1,426,801	1,639,678	727,532	44.37%	1,461,100	647,476	44.31%
Interest	372,611	76,078	20.42%	372,611	229,999	129,374	56.25%	520,325	195,440	37.56%
Miscellaneous	412,581	202,478	49.08%	412,581	643,311	470,937	73.21%	226,270	44,493	19.66%
Total Revenues	38,532,965	15,358,387	39.86%	37,442,965	36,466,889	15,813,198	43.36%	38,579,518	16,381,229	42.46%
Expenditures										
Legislation	359,314	145,712	40.55%	346,045	346,045	169,251	48.91%	350,254	160,983	45.96%
City Attorney	767,546	294,618	38.38%	767,546	678,038	260,347	38.40%	698,563	265,009	37.94%
Court	1,005,723	350,722	34.87%	1,005,723	914,493	366,500	40.08%	915,303	365,480	39.93%
City Manager	668,633	293,967	43.97%	670,000	674,170	300,640	44.59%	674,323	308,667	45.77%
Human Resources	504,898	151,639	30.03%	504,898	456,275	168,968	37.03%	579,137	210,552	36.36%
Financial Services	1,684,000	597,879	35.50%	1,600,000	1,575,924	618,575	39.25%	1,626,571	647,793	39.83%
Information Technology	1,342,948	512,753	38.18%	1,360,237	1,360,237	508,966	37.42%	1,280,156	507,268	39.63%
Public Works	5,497,881	2,160,971	39.31%	5,274,173	5,152,891	2,082,869	40.42%	5,189,173	2,125,481	40.96%
Fire Department	7,407,551	3,118,066	42.09%	7,390,268	7,320,268	3,022,033	41.28%	7,215,443	2,909,830	40.33%
Police Department	10,469,333	4,396,726	42.00%	10,469,333	10,183,891	4,243,854	41.67%	9,974,925	4,152,712	41.63%
Community Development	1,457,667	488,708	33.53%	1,457,667	1,366,437	526,013	38.50%	1,464,725	544,182	37.15%
Library	1,352,221	574,204	42.46%	1,352,221	1,275,554	583,345	45.73%	1,261,112	549,677	43.59%
Recreation	6,034,770	2,153,905	35.69%	5,827,968	5,727,968	2,173,636	37.95%	5,916,449	2,156,075	36.44%
Debt Service	2,004,456	1,360,804	67.89%	1,867,456	1,805,208	1,347,434	74.64%	1,809,306	1,336,002	73.84%
Contingency	60,000	6,020	10.03%	60,000	160,578	39,505	24.60%	59,759	10,519	17.60%
Total Expenditures	40,616,941	16,606,694	40.89%	39,953,535	38,997,977	16,411,936	42.08%	39,015,199	16,250,230	41.65%
Excess revenues over (under) expenditures	(2,083,976)	(1,248,307)	59.90%	(2,510,570)	(2,531,088)	(598,738)		(435,681)	130,999	
Net transfers in (out)	1,844,433	1,894,433	102.71%	2,019,558	663,282	3,682	0.56%	2,164,017	2,572,932	118.90%
Total Fund Balance	\$ 8,279,038	\$ 9,881,083	119.35%	\$ 8,743,945	\$ 9,234,957	\$ 10,507,707	113.78%	\$ 11,102,763	\$ 12,078,358	108.79%

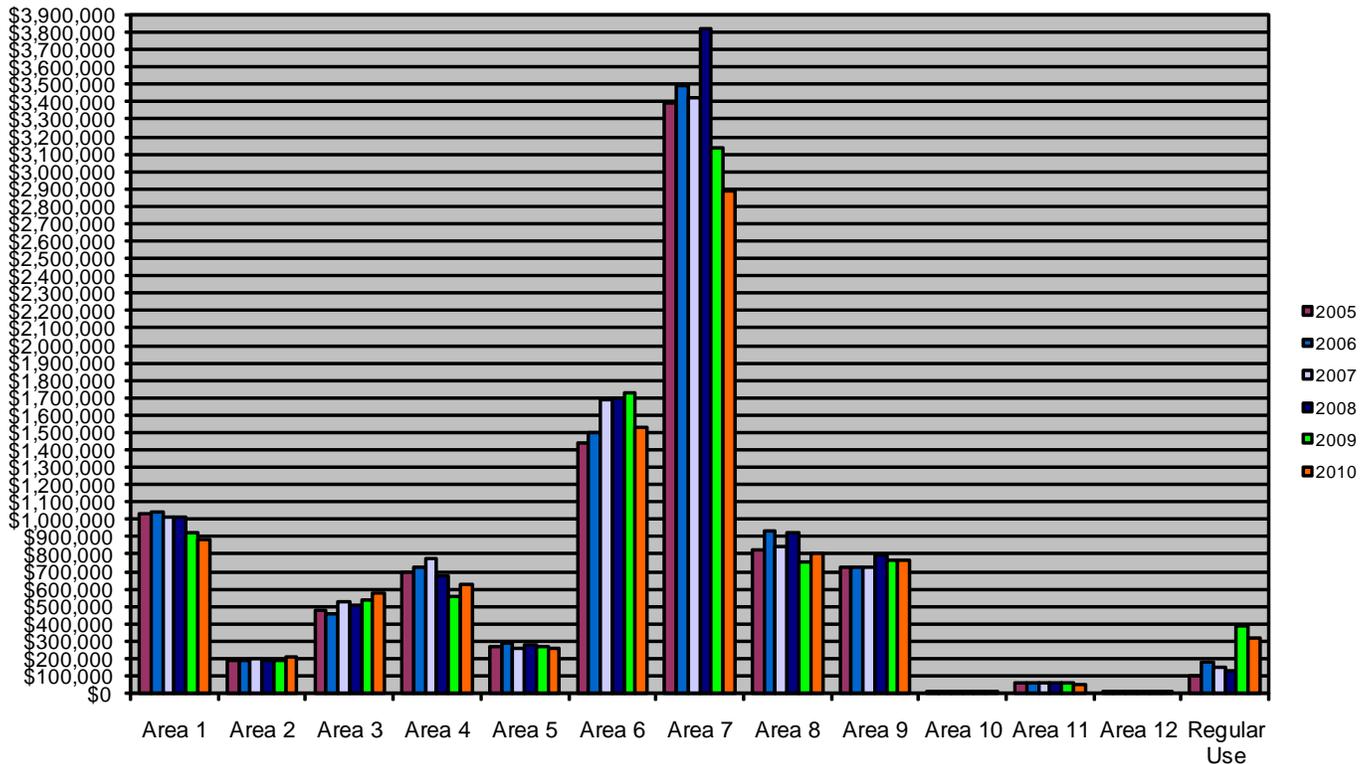
Fund Balance Analysis										
Total Fund Balance	\$ 8,279,038	\$ 8,743,945	\$ 9,234,957	\$ 11,102,763						
Reserves/designations:										
-Emergencies (TABOR)	1,280,000	1,170,000	1,170,000	1,280,000						
-LTAR	2,821,631	2,258,592	3,131,979	3,485,143						
-MOA	-	-	39,200	80,800						
-COPS Grant	298,512	298,512	-	-						
Unreserved/undesignated										
Fund Balance	\$ 3,878,895	\$ 5,016,841	\$ 4,893,778	\$ 6,256,820						
Potential reserves/designations	-	-	-	-						
Estimated unres/undesignated										
Fund Balance	\$ 3,878,895	\$ 5,016,841	\$ 4,893,778	\$ 6,256,820						
As a percentage of projected revenues	10.36%	13.40%	13.42%	16.22%						
As a percentage of budgeted revenues	10.07%	13.02%								
Target	3,853,297	-	5,779,945							

Sales & Use Tax Collections Year-to-Date Comparison for the month of May 2010

Cash Basis

	2005	% Change	2006	% Change	2007	% Change	2008	% Change	2009	% Change	2010	% Change
Area 1	1,028,487	3.76%	1,042,746	1.39%	1,008,824	-3.25%	1,009,827	0.10%	919,936	-8.81%	882,218	-4.10%
Area 2	186,682	-2.24%	191,196	2.42%	196,346	2.69%	191,584	-2.43%	185,591	-5.48%	210,395	13.37%
Area 3	480,591	-9.91%	456,217	-5.07%	523,106	14.66%	506,994	-3.08%	534,066	2.10%	576,528	7.95%
Area 4	694,201	-7.82%	727,731	4.83%	779,149	7.07%	673,680	-13.54%	553,453	-28.97%	622,268	12.43%
Area 5	272,341	7.85%	287,230	5.47%	263,416	-8.29%	279,631	6.16%	265,702	0.87%	261,164	-1.71%
Area 6	1,435,964	1.20%	1,502,800	4.65%	1,687,646	12.30%	1,701,798	0.84%	1,731,134	2.58%	1,525,619	-11.87%
Area 7	3,395,425	-7.46%	3,494,400	2.91%	3,426,261	-1.95%	3,825,257	11.65%	3,131,376	-8.61%	2,892,953	-7.61%
Area 8	825,879	0.68%	935,815	13.31%	842,897	-9.93%	921,627	9.34%	754,424	-10.50%	809,641	7.32%
Area 9	725,669	0.00%	725,669	0.00%	725,669	0.00%	792,201	9.17%	769,187	6.00%	768,075	-0.14%
Area 10	8,787	-34.33%	14,357	63.39%	8,297	-42.21%	9,676	16.62%	7,696	-7.24%	7,043	-8.48%
Area 11	58,239	0.00%	57,766	-0.81%	58,239	0.82%	60,454	3.80%	57,608	-1.08%	55,816	-3.11%
Area 12	1,072	4.89%	2,079	93.94%	1,756	-15.54%	2,447	39.34%	2,424	38.03%	2,353	-2.90%
Regular Use	100,053	-48.23%	175,982	75.89%	146,023	-17.02%	130,934	-10.33%	389,886	167.00%	316,289	-18.88%
Total	9,213,390	-4.24%	9,613,988	4.35%	9,667,629	0.56%	10,106,109	4.54%	9,302,483	-3.78%	8,930,365	-4.00%
Refunds	59,806	-38.08%	63,953	6.93%	66,096	3.35%	308,275	366.40%	10,664	-96.54%	167,657	1472.13%
Audit & Collections Revenue*	161,679	266.86%	156,835	-3.00%	204,587	30.45%	287,599	40.58%	377,866	31.39%	222,044	-41.24%
*included Above												
Unearned Sales Tax	700,000	-29.18%	650,000	-7.14%	650,000	0.00%	650,000	0.00%	600,000	-7.69%	600,000	0.00%
Building Use	208,705	0.00%	598,672	186.85%	590,921	-1.29%	390,323	-33.95%	117,978	-69.77%	185,753	57.45%
Vehicle Use	579,918	0.00%	469,709	-19.00%	597,577	27.22%	549,872	-7.98%	404,907	-26.36%	372,596	-7.98%

May YTD Collections by Area 2005-2010



Area Descriptions

Area 1 - CityCenter (Formerly Cinderella City)

Area 2 - S of Yale, N of Kenyon between Bannock & Sherman (excludes EURA 1)

Area 3 - S of Kenyon, N of Chenango between Bannock & Sherman and S of Chenango, N of Bellewood between Logan & Delaware

Area 4 - Brookridge Shopping Center (Between Fox and Sherman and North side of Belleview and to the Southern City Limits)

Area 5 - Centennial Area W of Santa Fe

Area 6 - All other City locations

Area 7 - Outside City limits

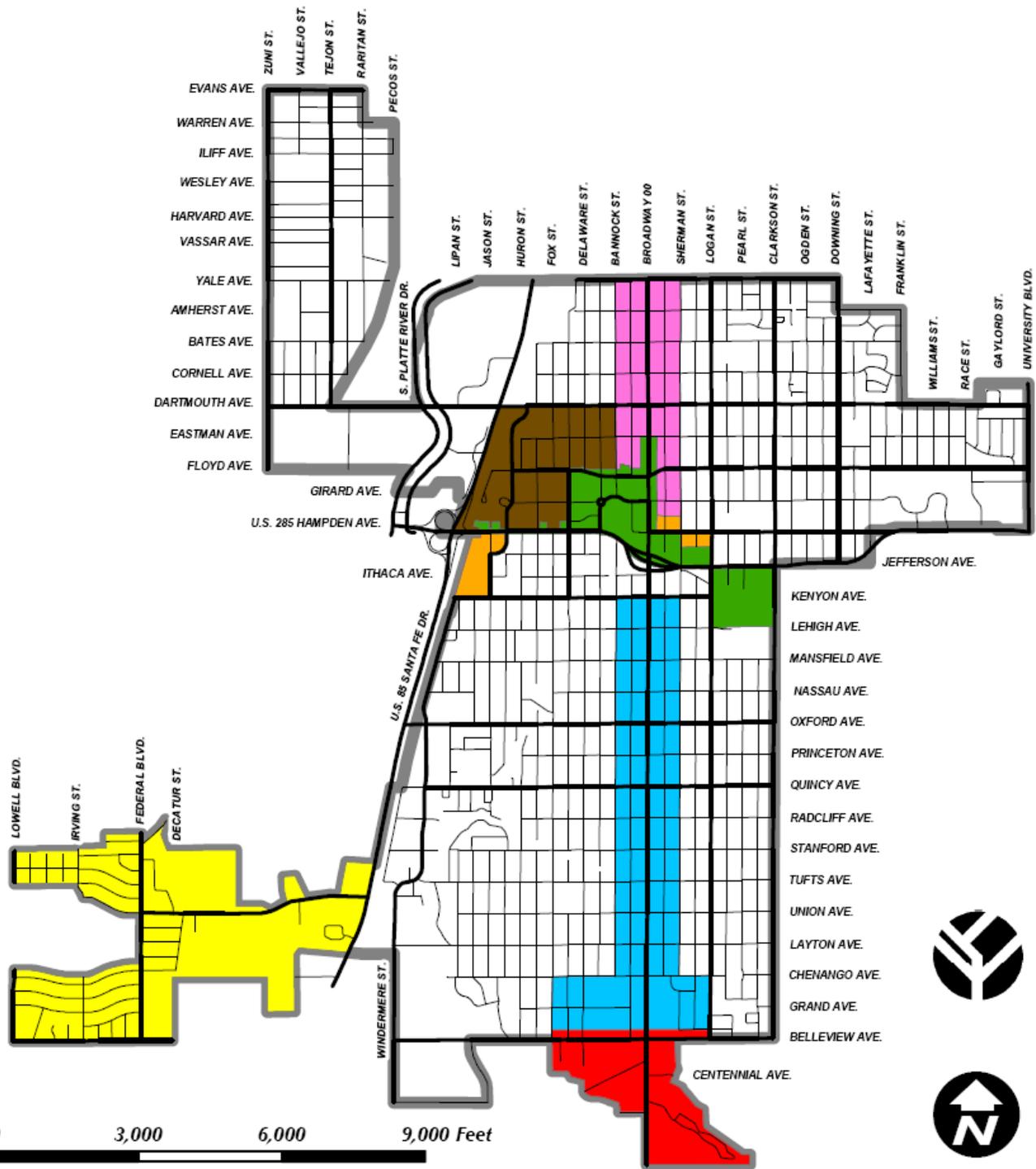
Area 8 - Public Utilities (Xcel Energy, Qwest)

Area 9 - Downtown & Englewood Pkwy

Area 10 - Downtown & Englewood Pkwy Use Tax Only

Area 11 - S of 285, N of Kenyon between Jason and Santa Fe

Area 12 - S of 285, N of Kenyon between Jason and Santa Fe Use Tax Only



City of Englewood, Colorado: Sales Tax Areas

- Area 1
 - Area 2
 - Area 3
 - Area 4
- Area 5
 - Area 9 and 10
 - Area 11 and 12
- Arterials and Collectors
 - Local Streets
 - Englewood City Limits

Areas Not Depicted on Map:
 Area 6 - Other City Locations Area 7 - Outside City Limits Area 8 - Public Utilities

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City of Englewood

Fire Department

M E M O R A N D U M

To: Mayor Woodward and Members of City Council
Through Gary Sears, City Manager
Through Michael Pattarozzi, Fire Chief

From: Kraig S. Stovall, Deputy Fire Chief

Date: June 21, 2010

Subject: Assistance to Firefighter's Grant Award

In 2009, the Fire Department applied for a grant through FEMA's Assistance to Firefighters Grant program. The grant application requested three items: a new emergency generator for the Fire/Police Complex at 3615 S Elati, the replacement of the fire department's aging hazardous gas detectors, and a weapons of mass destruction (WMD) specific detection system. The Fire Department received notification on June 11, 2010 that it has been awarded this grant.

The request for a replacement of the emergency generator is based on the changes in the emergency electrical needs of both the fire and police departments since the building was originally constructed in 1971. Since that time the facility has been upgraded with a new communications center and has become the site of the city's Emergency Operations Center (EOC). These additions, along with the increase in demand from computers and other electrical systems that were not in use when the building was constructed, have significantly increased the emergency electrical needs of the facility. The current generator supplies 85 Kilowatts of power, a study recently conducted by an electrical engineer estimated the building's current need at 200 Kilowatts.

The Assistance to Firefighters Grant program allows a maximum of a \$100,000 request for any building modification, which includes a 10% match. The department recently contracted with *Avenue L Architects* for a formal estimate of the replacement, housing, and installation of this generator (see attachment). The estimate, including contingencies, is \$137,150.00. The city engineer believes we may be able to reduce this cost significantly through the acquisition of a low-hour used generator.

The hazardous gas detectors are devices that the fire department relies on virtually every day to ascertain the level of hazard in a given environment. Firefighters take action related to their personal safety and the safety of our citizens in a variety of situations based on the information provided by these detectors. The department's current detectors were acquired in 2003 through a grant and are at the end of their service life. The amount requested for these was \$3082.00, again, including a 10% match.

City of Englewood

Fire Department

The last item requested in the 2009 grant application was a weapons of mass destruction detection system. This system provides on-scene information related to chemical, biological, radiological and nuclear (CBRN) agents typically employed in terrorist events. This type of detector is generally unavailable to local agencies and must be contracted through the military. Possessing this capability allows the fire department to detect and protect both its members and our citizens with much greater rapidity and accuracy than it would otherwise in this type of incident. The amount requested for this item was \$15,000.00, once again, including a 10% match.

FEMA has awarded the Fire Department the full amount requested in the 2009 grant application, or \$118,082.00. The Federal share of that request is \$106,274.00. The City of Englewood match for this grant is \$11,808.00. The Fire Department staff recommends that the city accept this grant and provide the matching funds. While the estimate to replace the generator exceeds the awarded amount, the department is confident that the project can be completed with the acquisition of a used generator within the grant parameters. Given this consideration, the fire department staff does not expect the direct cost to the city to exceed the \$11,808.00 match.

City of Englewood Fire Department

Mr. Dave Henderson
City of Englewood
Engineering
1000 Englewood Parkway
Englewood, CO 80110-2373

May 14, 2010

Re: Englewood Safety Services emergency generator replacement

Dear Dave,

As requested, we have investigated the requirements to replace the existing emergency generator at the Englewood Safety Services building. Jeff Nielsen, P.E. of JCN Engineering provided electrical engineering input and electrical cost opinion, with the generator material estimate coming from Cummins Rocky Mountain. The following is our understanding of the City's intention and our opinion of the probable costs.

The City of Englewood desires to remove the existing generator located in the existing first-floor electrical room. The generator provides back-up emergency power to some, but not all, of the existing building. A new diesel-fired generator will be installed just outside, and to the north of, the existing electrical room. This location is at the northwest corner of the building, adjacent to a service dock (see photos). This outdoor space is somewhat protected as it is underneath the overhang of the second floor. It is open to the north and west, but defined to the east and south by brick building walls. An existing louvered opening in the electrical room north wall can be used to run conduit from the new generator to the existing switchboard. The existing louver will no longer be needed when the existing generator is removed.

The City is concerned about the security and visibility of this generator since it will be outside. Therefore this cost opinion is based upon the following:

- exterior security enclosure with four-foot high walls of 18 ga ribbed galvanized metal panels on steel channels bolted to the concrete slab
- upper three feet of the enclosure will be constructed of industrial grade chain link fencing to allow for heat dissipation
- industrial grade chain link fence "roof" over the top for security
- 3' x 7' lockable chain link gate to allow access for service and refueling
- new reinforced thickened concrete slab under generator which will weigh about 1800 lbs
- drainage gravel 3 feet in width around entire perimeter of generator, within the enclosure
- new generator will be furnished with its own weatherproof housing since it is still somewhat exposed to the elements.

The new generator will be 200 kw with weatherproof housing. This will back up the entire building with some room to spare. The generator itself will be approximately 9 feet long and 3.5 feet wide. Three feet of clearance are required all around for service. Generator weighs about 1800 lbs. The existing concrete slab, which is really only a sidewalk, should be partially replaced with a heavier thickened slab underneath the generator. Excavation for this new slab should be limited to the area east of the existing

City of Englewood Fire Department

transformer (see drawing) to avoid underground conduit between the transformer and the electrical room. The existing double door exit from the building must be kept clear.

Demo existing generator & conduit	750.00
New generator	80,000.00
Demo existing sidewalk 10'6 x 16 feet	200.00
Ribbed metal panel 4'-0" tall on steel channels	1,800.00
Industrial chain link fence 3'-0" upper on steel channels	1,600.00
Chain link top on horizontal steel channels	1,000.00
Heavy-duty chain link gate & lock	500.00
Reinforced thickened slab	3,000.00
Drainage gravel 3'-0 wide all around	500.00
Subtotal	89,350.00
10% contingency	9,000.00
General conditions 15%	14,800.00
Overhead & profit 15%	17,000.00
Professional fees	7,000.00
Total	\$137,150.00

If we can be of any further assistance, please do not hesitate to call.

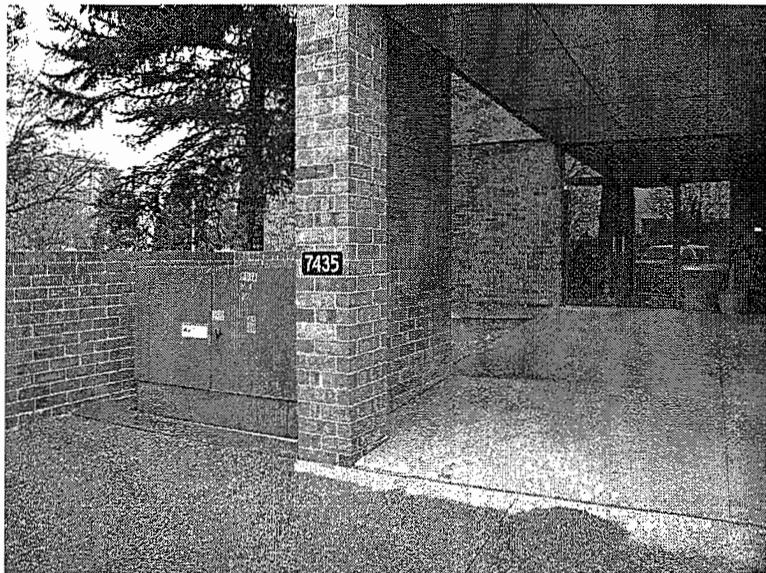
Sincerely,
Avenue L Architects



By: Kathy C. Lingo AIA, NCARB
Principal
Kathy@avenueLarchitects.com

Copies Jeff Nielsen, P.E.
Attachments: 2 photos, 1 PDF drawing

City of Englewood Fire Department



MEMORANDUM

TO: Mayor Woodward, and City Council Members

THROUGH: Gary Sears, City Manager

FROM: Mike Pattarozzi, Fire Chief

DATE: June 16, 2010

RE: Mutual Aid Agreement with Denver Health and Hospitals

Mutual aid exists for the purpose of cooperation when demand for services exceeds the available resources. The proposed agreement would establish a mutual aid agreement between the Englewood Fire Department and Denver Health and Hospitals. The agreement details the geographic area covered by the agreement, and details the policies and procedures covering responses into each jurisdiction. This would be the first mutual aid agreement between the City of Englewood and the City and County of Denver.

No significant financial impact is anticipated.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between **Denver Health and Hospital Authority**, a body corporate and political subdivision of the State of Colorado, with offices at 660 Bannock Street, 5th Floor, MC 1919, Denver, Colorado 80204 (hereinafter the "**Authority**") and the **Englewood Fire Department**, a department of the City of Englewood, in the State of Colorado, with offices located at 3615 S. Elati St., Englewood, Colorado 80110 (hereinafter "**Englewood Fire**"). Collectively, the Authority and Englewood Fire shall be referred to as the "Parties."

RECITALS

WHEREAS, the Authority operates the Denver Paramedic Division, which is responsible for responding to all 911 emergency medical service within the corporate boundaries of the City and County of Denver (referred to as the "service area" of the Authority); and

WHEREAS, Englewood Fire was established to provide fire protection, emergency medical, rescue, and emergency medical services to the citizens within the City of Englewood; and

WHEREAS, each of the parties hereto are equipped and staffed to operate advanced life support emergency medical services systems within their respective jurisdictions; and

WHEREAS, the parties have identified certain geographical areas within their jurisdictions which, in the event of a reported need for emergency medical service, would, under certain circumstances, benefit from responses by equipment and personnel of the other jurisdiction, thereby minimizing response time to such request for service; and

WHEREAS, emergencies may arise in one or the other of the service areas of the parties resulting in greater demands than the personnel and equipment of that party can handle, or emergencies of such intensity may occur that they cannot be handled solely by the equipment of the party in whose service area the emergency occurs; and

WHEREAS, the parties desire to establish an agreement to provide for mutual response with respect to equipment and personnel of each of the parties hereto, to those specific areas as identified by the parties; and

WHEREAS, establishment of a mutual response agreement will serve a public purpose and will promote the health, safety, security, and central welfare of the inhabitants of the Authority's service area, Englewood Fire's service area, and the State of Colorado.

NOW, THEREFORE, in consideration of the premises above described and the mutual performance of the covenants, agreements, and promises set forth hereinafter, the parties agree as follows:

- I. **REPRESENTATIVES.** The Authority's Chief Executive Officer ("CEO") is the official Authority Representative and directs all services for the Authority under this Agreement. Communication between the Authority and Englewood Fire shall be

directed through the CEO or such other representative as the CEO shall designate.

The City of Englewood Fire Chief is the official City Representative and directs all services for the Englewood Fire Department under this Agreement. Communication between the Authority and Englewood Fire shall be directed through the Englewood Fire Chief or such other representative as the Fire Chief shall designate.

II. DEFINITIONS. For the purposes of this Agreement, and any exhibits hereto, the definitions of the following words or terms of art shall be controlling for all purpose thereof:

- A. "Advanced Life Support" or "ALS" means emergency medical technician-paramedic level service, the highest attainable level of pre-hospital emergency medical care and treatment under the Colorado Board of Health Rules.
- B. "Ambulance" means any surface vehicle equipped to transport injured, sick, wounded, or disabled persons in either an emergency (*i.e.*, with lights and siren operating) or non-emergency mode, and staffed to provide emergency and non-emergency medical services for such persons.
- ~~B.C.~~ "Base Station Physician/Hospital" means the hospital or physician from which a party's emergency medical service system receives its On-Line Medical Control.
- D. "Basic Life Support" or "BLS" means emergency medical technician-basic level service, which includes vital signs assessment, oxygen administration, non-invasive airway management, artificial ventilation, cardiopulmonary resuscitation, extrication, axial immobilization, extremity splinting, hemorrhage control, wound care, and bandaging.
- E. "Command Officer" means an employee duly authorized to assume operational and medical control of an Emergency Medical Services Incident within the geographic jurisdiction of said employee's employing agency where such agency is a party of this Agreement.
- F. "Emergency Medical Services Incident" means an occurrence whereby there is either an observed potential need for or an expressed request for immediate medical response and/or assistance by Advance Life Support and/or Basic Life Support equipment and personnel.
- G. "Mutual Aid Response" means the response of one party's equipment and personnel, at the express request of the other party, to handle or assist with an Emergency Medical Services Incident within the service area of the other party.
- H. "On-Line Medical Control" means direct consultation by telephone or radio with a Base Station Physician/Hospital for patient treatment and/or disposition orders or assistance
- I. "Patient" means any person with any degree of injury, illness, or medical complaint.

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- J. "Responding Party" means the party whose equipment and/or personnel was dispatched, responded to, and arrived at the location of the Emergency Medical Service Incident within the jurisdiction of a Responsible Party.
- K. "Responsible Party" means the party within whose service area a Mutual Aid Response incident is located.

III. MUTUAL RESPONSE OBLIGATIONS.

- A. The parties agree that the Authority's Paramedic Division and Englewood Fire shall, at the express request of the other party and subject to the limitations set forth herein, provide Mutual Aid Response within each other's jurisdiction without regard for political boundaries and in full compliance with the terms and conditions of this Agreement.
- B. Mutual Aid Response is hereby deemed to be approved by the respective governing bodies of each party, and shall require no further approval by the responsible officials of either party.
- C. Nothing herein shall affect either party's operation of Advanced Life Support emergency medical services within its respective jurisdiction.
- D. Both parties hereto agree to limit the scope of this Agreement to Mutual Aid Response to Advanced Life Support Ambulances. Accordingly, each party's provision of Basic Life Support services shall remain unaffected by this Agreement; nothing in this Agreement shall be constructed to authorize the Mutual Aid Response of such Basic Life Support equipment and personnel.
- E. Only those ALS Ambulances which are staffed with at least two (2) Colorado-certified Emergency Medical Technicians (-Basic, -Intermediate, or -Paramedic) with at least one (1) member of such staff being a Colorado-certified Emergency Medical Technician-Paramedic shall respond to Mutual Response Incidents governed by this Agreement.
- F. Whenever an Emergency Medical Services Incident occurs within a party's jurisdiction where, in the judgment of the Responsible Party's dispatcher, response by the Responding Party's ALS Ambulance would serve to minimize the response time to such call, or is necessary to assist with a multiple Patient call or when the Responsible Party is unavailable, the Responsible Party's dispatcher shall immediately notify the Responding Party's communications center of such call, which shall initiate the contemplated Mutual Response of the Responding Party's ALS Ambulance into the Responsible Party's jurisdiction.
- G. It is recognized that the availability of ALS Ambulances hereunder from one or both of the parties to this Agreement may be subject to or limited by other demands for utilization of such equipment and personnel elsewhere within or outside the jurisdiction of such party. Consequently, any obligation of a Responding Party to supply ALS Ambulances for Mutual Aid Response hereunder shall be expressly limited to, and contingent

upon, the ability of the Responding Party to provide an adequate level of service and protection within its jurisdiction, based on the availability of the Responding Party's equipment and personnel. The determination of whether said conditions exist shall be within the sole discretion of the Responding Party. Should the Responding Party determine it is not available for Mutual Aid Response, it shall immediately notify the Requesting Party and the Requesting Party's dispatcher.

H. Both parties' dispatchers' decision to employ the Mutual Aid Response provisions of this Agreement shall generally comply with the following geographic boundaries:

1. Englewood Fire ALS Ambulances may be dispatched as a Mutual Aid Response within that part of Denver bounded by:

Sheridan Boulevard to the West
Bellevue Avenue to the South
Colorado Boulevard to the East
Evans Avenue to the North

2. Authority ALS Ambulances may be dispatched as a Mutual Aid Response within that part of Englewood Fire's Service Area bounded by:

The geographic boundaries of the City of Englewood.

I. Both parties hereto agree to disregard these aforementioned geographic boundaries when requesting or providing Advanced Life Support assistance in handling a multiple casualty or large-scale Emergency Medical Services Incident, or when the Responsible Party is otherwise unable to timely or adequately respond.

A.J. Both parties hereto agree to review and revise these aforementioned geographic boundaries when deemed necessary or prudent by either party. Such revision shall be implemented only by written amendment to this Agreement.

B.K. Both parties agree that a Basic Life Support (BLS) first response may be used in addition to an ALS response when in accordance with that party's dispatch protocol.

IV. MUTUAL RESPONSE COMMAND.

The general command of a Mutual Aid Response incident shall be vested in and carried out by the most senior paramedic aboard the first emergency response unit to arrive at the incident, regardless of the jurisdiction of his or her origin, until arrival of a Command Officer of the Responsible Party and assumption of command by such officer.

V. PATIENT CARE.

A. Both parties hereto agree to operate under the Denver Metropolitan Paramedic Protocols with respect to patient assessment, treatment, drugs, and procedures; destination decisions shall be made by the senior paramedic aboard the Ambulance transporting the patient in accordance with that party's internal operational policies and procedures, except that:

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- i. patients in the Authority's service area who are on a Denver Police Department hold (either a legal or mental health hold) shall be transported to Denver Health Medical Center, unless otherwise diverted by the Authority; and
 - ii. patients in the City of Englewood service area who are on an Englewood Police Department hold (either a legal or mental health hold) shall be transported to Swedish Medical Center or Porter Adventist Hospital, unless otherwise agreed to by the officer placing the hold on the patient.
- B. For purposes of continuity within each party's respective operation, On-Line Medical Control for each party shall be provided by that party's Base Station Physician/Hospital, regardless of the jurisdiction within which the Emergency Medical Services Incident is located.

VI. COMPENSATION AND REIMBURSEMENT.

The parties agree that the services to be provided hereunder to each other are of equal value. All aid rendered under this Agreement shall be without charge to the other party. Each party shall have the right to seek compensation or reimbursement, and bill any person or agency not a party to this Agreement, for services provided pursuant to this Agreement, in accordance with its own billing policies and as authorized by law.

VII. TERM AND TERMINATION.

This Agreement shall commence on the day following the date on which both parties have signed the Agreement and shall automatically renew for successive one (1)-year terms, subject to the following:

- A. Either party may terminate this Agreement upon thirty (30) days advance written notice provided in accordance with the "NOTICES" provision herein; or
- B. Any party may immediately terminate this Agreement, for cause or upon breach by any other party of any material provision hereof, or
- C. This Agreement may be terminated by written mutual agreement of the parties.

VIII. DATA AND RECORDS.

Except as limited by law and subject to patient confidentiality protections, both parties hereto agree to share collected event information and data from all Mutual Aid Responses with each other for statistical and quality assurance purposes; both parties also agree to ensure and maintain confidentiality of such shared information in accordance with any and all applicable statutes, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Both parties shall keep and maintain books, records, accounts and other documents (hereinafter collectively referred to as "records") that are sufficient to accurately and completely reflect the operations of the parties in reference to this Agreement.

Both parties agree that, to the extent permitted by law, any duly authorized representative of the other party shall, until the expiration of four (4) years following termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the other party involving transactions related to this Agreement. Such records shall include, but not be limited to, receipts, memoranda, invoices, vouchers and accounts of every kind pertaining to the performance of work and services under this Agreement. Both parties shall, upon request of the other party, make such records available for inspection.

Except as limited by Colorado and federal law and regulation governing confidentiality of patient records and patient privacy protections, either party shall, upon request of the official representative of the other party, make such records available for inspection and copying in the Denver metropolitan area.

IX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

Both parties shall (i) not use or further disclose information other than as permitted or required by this Agreement; (ii) not use or further disclose information in a manner that would violate the requirements of the HIPAA regulations; (iii) use appropriate safeguards to prevent use or disclosure other than as provided in this Agreement; (iv) report to the other party any use or disclosure not provided by this Agreement; (v) ensure that any subcontractors and agents to which the parties may provide protected health information agree to the same restrictions and conditions as apply to the parties; (vi) make appropriate health information available upon individual request as appropriate; (vii) make its practices, books, and records relating to the use and disclosure of protected health information available to the U.S. Department of Health and Human Services; (viii) authorize the other party to terminate this Agreement if one has violated a material term.

X. MEDICARE CLAUSE.

Except as limited by Colorado and federal law and regulation governing confidentiality of patient records and patient privacy protections, Englewood Fire agrees to allow the Secretary of the Department of Health and Human Services and the Comptroller General, and the Authority Auditor, or their duly authorized representatives, access upon request to this Agreement and to the books, documents and records of Englewood Fire that are necessary to verify the nature and extent of costs of services furnished under this Agreement. Englewood Fire also agrees that if it carries out any duties of this Agreement through a subcontractor, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12)-month period with a related organization, the subcontract must contain a clause to the effect that the related organization, subcontract must contain a clause to the effect that the related organization must make available, upon written request, to the Secretary, or upon request to the Comptroller General, or their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs. Such access shall be until the expiration of four (4) years after the services are furnished under this Agreement.

Except as limited by Colorado and federal law and regulation governing confidentiality of patient records and patient privacy protections, the Authority agrees to allow the Secretary of the Department of Health and Human Services and the Comptroller General, and the City of Englewood Director of Finance, or their duly authorized representatives, access upon request to this Agreement and to the books, documents and records of the Authority that are necessary to

verify the nature and extent of costs of services furnished under this Agreement. The Authority also agrees that if it carries out any duties of this Agreement through a subcontractor, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12)-month period with a related organization, the subcontract must contain a clause to the effect that the related organization must make available, upon written request, to the Secretary, or upon request to the Comptroller General, or their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs. Such access shall be until the expiration of four (4) years after the services are furnished under this Agreement.

XI. STATUS OF THE PARTIES. The parties acknowledge that they operate independently. Neither Englewood Fire, nor any of its agents, representatives, employees, or officers shall be considered agents, representatives, employees, or officers of the Authority. Neither the Authority, nor any of its agents, representatives, employees, or officers shall be considered agents, representatives, employees, or officers of Englewood Fire. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties. Each party shall be liable for its own debts, obligations, acts and omissions. Nothing contained in this Agreement, and no performance under this Agreement by personnel of the parties hereto shall, in any respect, alter or modify the status of officers, agents, representatives, or employees of the respective parties for purposes of worker's compensation or other benefits, entitlements, pensions, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, condition or requirements of employment.

XII. UNEMPLOYMENT, WORKERS' COMP AND FRINGE BENEFITS. Englewood Fire understands that it is not entitled to unemployment benefits, workers' compensation benefits, or any fringe benefits from the Authority. The Authority understands that it is not entitled to unemployment benefits, workers' compensation benefits, or any fringe benefits from Englewood Fire.

XIII. COLORADO GOVERNMENTAL IMMUNITY ACT. The parties hereto understand and agree that the Authority and Englewood Fire, individually, are relying upon and have not waived the monetary limitations (presently \$150,000 per person, \$600,000 per incident/occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*

XIV. LIABILITY. The Authority and Englewood Fire agree, individually, to be responsible for any and all negligent or wrongful acts or omissions of their respective officers, employees, and agents arising out of the performance of duties under this Agreement. The parties acknowledge that each of them is covered and self-insured under the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*

XV. INSURANCE. The Authority warrants and represents that it self-insures for professional liability for itself and for its public employees who provide health care services (including its physician public employees) pursuant to the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.* Englewood Fire warrants and represents that it self-insures for professional liability for itself and for its employees in amounts at least up to the limits of liability as specified in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*

XVI. NOTICES. When this Agreement provides for notice, the notice shall be given in writing and shall be sent by U.S. Postal Mail, or by personal delivery to the parties at the following addresses:

If to DHHA:

Denver Health and Hospital Authority
Office of General Counsel
660 Bannock Street, MC 1919
Denver, Colorado 80204

If to Englewood Fire:

Englewood Fire Department
Michael Pattarozzi, Fire Chief
3615 S. Elati Street
Englewood, Colorado 80110

Said notice shall be delivered personally during normal business hours to the appropriate office above, or mailed by the U.S. Postal Service. Mailed notice shall be deemed effective three (3) days after deposit with the U.S. Postal Service.

XVII. CONFLICT OF INTEREST. The parties agree that no employee of the Authority shall have any personal or beneficial interest whatsoever in the services or property described herein. Englewood Fire agrees not to hire or contract for the services of any employee or officer of the Authority without first obtaining the approval of the Authority. The Authority agrees not to hire or contract for the services of any employee or officer of Englewood Fire without first obtaining the approval of Englewood Fire.

XVIII. NO THIRD PARTY BENEFICIARY. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person. It is the express intention of the Parties that any person other than a party to this Agreement receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

XIX. VENUE, GOVERNING LAW. This Agreement is entered into and shall be governed and construed according to the laws of the State of Colorado, without regard to conflicts of law. For purposes of this Agreement, Englewood Fire hereby submits to the personal jurisdiction of courts situated in the City and County of Denver, State of Colorado, and waives any right it might have to object to the venue of any proceeding at law or in equity, or that such proceeding has been brought in an inconvenient forum.

XX. ASSIGNMENT. This Agreement shall be binding upon the successor and assigns of each of the parties hereto, except that neither party may assign any of its rights or obligations hereunder, without the prior written consent of the other party.

XXI. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race,

color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

XXII. NO WAIVER OF RIGHTS. In no event shall performance by either party hereunder following any breach of one or more covenants, provisions, or conditions of this Agreement by the other party, constitute or be construed to be a waiver by the non-breaching party of any such breach or any default which may then exist on the part of the other party. The performance when any such breach or default shall exist shall not impair or prejudice any right or remedy available to such party with respect to such breach or default. No assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

XXIII. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions thereof.

XXIV. AGREEMENT AS COMPLETE INTEGRATION AND AMENDMENT. This document, together with any Exhibits attached hereto, constitutes the full understanding of the parties with respect to the subject matter hereof, and a complete and exclusive statement of the terms of their agreement; this Agreement supersedes all prior written and oral agreements regarding the subject matter hereof. No terms, conditions, understandings or agreements purporting to amend, modify, vary or waive the terms of this Agreement shall be binding unless made in writing and signed by an authorized representative of each party. Any Exhibit to this Agreement is hereby incorporated into and made part of this Agreement. In case of any conflict between this Agreement and any Exhibit, the terms of this Agreement shall prevail over the Exhibit.

XXV. COUNTERPARTS OF THIS AGREEMENT. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

XXVI. AUTHORITY EXECUTION OF AGREEMENT. This Agreement is expressly subject to, and shall not be or become effective or binding on either party until fully executed by all signatories of the Authority and Englewood Fire.

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

**CITY OF ENGLEWOOD,
FIRE DEPARTMENT**

**DENVER HEALTH AND
HOSPITAL AUTHORITY**

By _____

By _____

Date: _____

James Woodward
Mayor, City of Englewood

Date: _____

Patricia A. Gabow, M.D.
Chief Executive Officer
Contract Control No. 09-086-NF

To: Mayor Woodward and City Council Members

Through: Gary Sears, City Manager

From: Mike Pattarozzi, Fire Chief

Date: June 15, 2010

Re: Emergency Management Performance Grant Application, Fiscal Year 2010

Staff wishes to advise Council we applied for funds of up to \$47,956 to support the City's emergency management program.

The Emergency Management Performance Grants (EMPG) program is designed to provide supplemental funds for the strengthening of local government emergency management offices in preparing their communities for disaster planning, mitigation, response and recovery, while conserving local resources. We have applied for funds from the Fiscal Year 2010 grant cycle and were told to expect some level of approved funding for that time period.

The City of Englewood received grants from the 2007-Supplemental, 2008 and 2009 EMPG program to assist in the development of the emergency management program. The Colorado Division of Emergency Management has stated that the EMPG program is expected to continue for the foreseeable future and have encouraged the City's ongoing participation.

We have been able to use past funding for a number of improvements in the City of Englewood emergency management program, including:

- Funding for one temporary, part-time staff member to assist with a variety of emergency management duties.
- Development of the Emergency Operations Guidelines for the City of Englewood.
- Development and implementation of an exercise of the City's Emergency Operations Guidelines.
- Training of emergency management personnel and other city staff members in disaster planning and continuity of operations planning.
- Significant improvements and development of the emergency operations center infrastructure, including visual displays, data and information management, back-up electrical capabilities (connecting the facility to the generator power supply) and storage cabinets.

The award is a soft-match grant, so there are no direct costs to the City in accepting it. Required matching funds are accounted for through the existing salaries of full-time employees who work in emergency management as a part of their regular duties.

The grant award, assuming one is approved, will be presented to Council for their approval by ordinance, as an intergovernmental agreement, when such award is received from the Colorado Division of Emergency Management.

MEMORANDUM

TO: Mayor Woodward, and Members of City Council
THROUGH: Gary Sears, City Manager
FROM: Mike Pattarozzi, Fire Chief
DATE: June 16, 2010
RE: Tri-County Health Department Grant

The Englewood Fire Department has received an offer of up to \$7,500 from the Tri-County Health Department. These unsolicited funds are being made available to local agencies to assist with preparedness and response to potential pandemic emergencies.

The Fire Department has identified specific needs with respect to personal protection, and the funds would be used to address those needs.

This is a one-time grant, and there is no match requirement. Therefore, there is not a negative financial impact to the city



April 30, 2010

Mike Pattarozzi
Chief
Englewood Fire Department
3615 S Elati Street
Englewood, CO 80110

Dear Chief Pattarozzi:

Tri-County Health Department (TCHD) would like to commend you for your efforts during the 2009 H1N1 Influenza Pandemic. TCHD believes that this is a testament to the planning and partnerships that we have all established over the years. Over the last 8 months, public health agencies have received additional funding via the Colorado Department of Health and Environment (CDPHE) and the Centers for Disease Control and Prevention (CDC). These funds were in support of the H1N1 planning and response efforts to distribute vaccine to the public. Since we have now completed our large mass vaccination campaign and the demand for vaccine has decreased, TCHD would like to support our first responder partners by offering some of the remaining allocated funds to each agency within our jurisdiction.

The funds available must be related to enhancing your pandemic planning and response capacity. Approved items include: equipment (e.g., vaccine storage, redundant communication (radios), etc.), supplies (e.g., personal protective equipment, fit testing equipment (port-a-count), etc.) and pandemic preparedness related literature and signage. Some items that the funds cannot be used for include, but are not limited to: incentive items, ventilators, construction, vehicles, or paying staff for time already worked.

TCHD recommends that your agency take the time to identify what resources are essential and lacking to support a future pandemic response. Upon identification of potential resources, please fill out the detailed purchase request, provided as *Exhibit A* in the Pandemic Preparedness Grant Contract. We also ask for you to submit a signed contract with your request by utilizing the attached Pandemic Preparedness Grant Contract and submit all documentation to Michele Askenazi at maskenazi@tchd.org to be reviewed and approved. Upon approval, your agency will receive funding to purchase these items and invoices must be returned to Michele Askenazi no later than July 18, 2010. Agencies can request up to \$7,500 for the above stated items. The spending of these funds is time-sensitive; therefore, TCHD requires that you submit your purchase request no later than May 17, 2010 and upon approval, submit invoices by July 18, 2010.

PLEASE NOTE THE FOLLOWING: If any changes are made by the federal government related to the H1N1 funding in the next 3 weeks, we may be unable to fulfill this obligation.

If you have any questions please contact Michele Askenazi, Director of Emergency Preparedness, at maskenaz@tchd.org or 303-846-6275. Thank you for your continued support.

Sincerely,

A blacked-out signature block, likely containing the name of the sender, Richard L. Vogt.

Richard L. Vogt, MD
Executive Director
Tri-County Health Department

MEMORANDUM

TO: Mayor Woodward and Members of City Council

THROUGH: Gary Sears, City Manager

FROM: Mike Pattarozzi, Fire Chief

DATE: June 16, 2010

RE: Memorandum of Understanding between the City of Englewood and the Arapahoe County Amateur Radio Emergency Services, District 22

The Amateur Radio Emergency Services (ARES) is sponsored by the American Radio Relay League. The function of ARES is to provide assistance to local governments in the event of a disaster or large scale emergency by assisting with emergency communications. ARES also can assist with weather spotting, and damage assessment. ARES personnel volunteer their time, equipment, and expertise.

There will be minimal expenditures required for the initial set-up. The expenses associated with the establishment of ARES will be paid for using funds from the existing Emergency Management Performance Grant.

A Memorandum of Understanding is required by ARES to provide guidelines for the activation and authorization of the amateur radio operators and to define the processes involved.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ENGLEWOOD, COLORADO
AND ARAPAHOE COUNTY ARES DISTRICT 22.**

- I. Purpose
 - a. The purpose of this document is to provide guidelines for the authorization and activation of Amateur Radio Operators on an as needed basis and to define the process.

- II. Introduction to Amateur Radio and ARES
 - a. Amateur Radio Service – the Amateur Radio Service consists of radio operators who are licensed by the Federal Communications Commission (FCC). Amateur Radio Operators are required to take examinations and maintain these licenses in order to operate their equipment. These examinations test the operator's technical skills and knowledge of telecommunications, including the FCC rules and regulations. The American Radio Relay League (ARRL), the national association for Amateur Radio, represents Amateur Radio Operators to federal agencies and international organizations with regards to emergency and other forms of communications.
 - b. Amateur Radio Emergency Services (ARES) – ARES is sponsored by the ARRL to provide supplemental or emergency communications. Founded in 1935 as the Amateur Corp, ARES members have volunteered their equipment and capabilities in the event of emergency.
 - c. Agencies that have been served by members of District 22 include: National Red Cross, National Weather Service (Skywarn), Salvation Army, Colorado Division of Emergency Management, City and County of Denver, City of Greenwood Village, Cunningham Fire Department, City of Aurora, Buckley AFB, City of Littleton and the Arapahoe County Sheriff's Office of Emergency Management. Although the primary responsibility of ARES is to provide communications (which include on-scene communications in cases of local or state disasters; communications between shelters or locations within Arapahoe County or the State of Colorado; or at special events in support of served agencies), the Amateur Radio Operators may also be called upon as observers. Because most Amateur Radio Operators have mobile radios in their vehicles, ARES members may be called upon to perform duties such as damage assessment, weather spotting during severe weather, or search functions.

- III. Amateur Radio Operating Authority
 - a. The Communications Act of 1934, Section 606 as amended Executive Order 12472, Assignment of National Security and Emergency Preparedness Telecommunications functions. Amateur Radio Operators operate under Title 47 Code of Federal Regulations, US Code 151,154(i);

Chapter 1, Part, Subpart A, Section 97.1, 97.105, 97.115, 97.301, and Subpart E, Federal Communications Commission Rules and Regulations.

- IV. Amateur Radio Service call up or activation.
- a. Activating Official is defined as a member of the City of Englewood's Emergency Management Team authorized by the city's Emergency Manager to activate Arapahoe County ARES District 22 in the public interest and to take responsibility for those who respond to this request.
 - b. Arapahoe County ARES District 22 Official is defined as a member of Arapahoe County ARES District 22 who can be contacted to request a response by its members. This includes the district's Emergency Coordinator (EC), Assistant Emergency Coordinator(s) (AEC) and Team Leaders. These individuals will take responsibility for determining and coordinating the response of Arapahoe County ARES District 22 members in support of the activation emergency/event.
 - c. Arapahoe County ARES District 22 resources will be allocated as needed by the established Incident Commander on an incident involving multiple agencies.
- V. ARES Organization:
- a. Emergency Coordinator (EC) – Appointment to this position is by the ARRL Colorado Section Manager (SM) or the ARRL Section Emergency Coordinator (SEC). The EC represents the ARRL at the local level and is responsible for all ARES activities. The EC directs emergency operations of Amateur Radio Operators.
 - b. Assistant Emergency Coordinators (AEC) – Appointed by the EC, these officers help the EC effectively manage ARES events and resources. These include Operations, Logistics, Training and Planning, and Administration.
- VI. Training:
- a. Members of Arapahoe County ARES District 22 spend many hours each year training for events. In addition to weekly on-the-air training sessions and semi-monthly training meetings, District 22 members participate in several exercises with local, state and federal agencies several times a year. A number of these exercises may require multi-day field deployment(s). In order to make training exercises effective, joint training and exercises between various ARES districts in Colorado is encouraged as often as possible.
 - b. Arapahoe County ARES District 22 members are encouraged to complete designated National Incident Management System (NIMS) courses as part of their membership.

VII. Liability:

- a. Known as the Volunteer Protection Act of 1997, US Public Law 105-19 protects volunteers from liability as long as they are acting within the scope of their training and responsibility. Colorado Revised Statutes also provide certain protection under the Volunteer Service Act (CRS 13-21-115.5). This statute, similar to the federal law stated above, further protects volunteers. Each member of Arapahoe County ARES District 22 must evaluate the risk of responding to a request from served agencies and may refuse should they determine the risk to life and/or their property to be deemed great. Each member acknowledges and agrees that they, as individuals, are responsible for their personal property, not the served agencies when responding and operating in response to activation.

VIII. Operating Guidelines:

- a. Members of Arapahoe County ARES District 22 operate under the direction of the served agencies through their EC, or his/her designee, as specified by the serving agency or Emergency Response Plan.
- b. They may not be self dispatched on any event without the direct approval of the EC or his/her designee.
- c. District 22 members will be utilized during an emergency incident to deliver emergency and priority messages (either point-to-point or point-to-multipoint).
- d. District 22 members may be utilized to provide communication services to assist with the coordination of community events. Participation for community events will be at the discretion of the EC, or his/her designee.
- e. Services provided by District 22 members shall be governed by the availability of equipment and member's FCC license privileges.

IX. Radio Amateur Civil Emergency Service (R.A.C.E.S.):

- a. R.A.C.E.S. organization is a registered Civil Defense organization under the direct control of local and/or state officials. Under the authority of the City of Englewood's Emergency Manager coordinated with the Arapahoe County Sheriff's Emergency Manager and under their control, Arapahoe County ARES District 22 will respond and operate as a local civil preparedness group for Arapahoe County/City of Englewood utilizing R.A.C.E.S. guidelines and regulations. These include, but are not limited, to: Natural Disasters, Technical Disasters, Nuclear Accidents, Nuclear Attack, Terrorist Incidents, Bomb Threats and Weapons of Mass Destruction.

X. Identification:

- a. Arapahoe County ARES District 22 will provide or assist in obtaining proper identification for each member meeting the requirements of the City of Englewood. These ID cards will identify District 22 members to

officials during joint drills and emergency deployment. Although District 22 members authorize an annual background check performed by the Arapahoe County Sheriff's Office, additional checks may be performed as required for admission to sensitive areas such as a communications center or Emergency Operations Center (EOC).

- b. Arapahoe County ARES District 22 will provide a current list of individuals authorized to active District 22 members. This list will also provide specific information needed for an appropriate response. This contact list will be distributed as the City of Englewood's Emergency Manager deems necessary. Arapahoe County ARES District 22 will coordinate other recognized auxiliary and emergency communications groups when District 22 resources are inadequate to meet the needs of the served agency, during an emergency or event.

XI. Summary:

- a. This Memorandum of Understanding shall take effect upon signature by authorized official of the City of Englewood and the Arapahoe County ARES District 22 EC. This Memorandum may be amended by mutual agreement of both parties, and shall remain in effect until terminated in writing. Each party agrees that there will be a Thirty (30) day written notice to terminate this memorandum. The City of Englewood and Arapahoe County ARES District 22 shall review and coordinate any revisions on an annual basis as necessary.

Dated this _____ day of _____, 2009

City of Englewood Emergency Manager

Emergency Coordinator, Arapahoe County ARES District 22



**ARAPAHOE COUNTY ARES
DISTRICT 22**

www.ArapahoeARES.org

Dan Meyer, NØPUF
AEC—Operations Officer
(720) 880-3400
cell (303) 877-8781
operations@ArapahoeARES.org



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DISTRICT 22**

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Emit Hurdelbrink, WØUAW
Emergency Coordinator
(720) 880-3400
ec@ArapahoeARES.org



Sue Carlton-Smith

From: Alan White
Sent: Wednesday, June 16, 2010 4:36 PM
To: Sue Carlton-Smith
Subject: RE: Tri-County health Department Grants

Community Development will be submitting a letter of interest for two grants:

1. The Master Bicycle Plan Route Development Study and Implementation Program is intended to serve as an extension of the 2004 Englewood Master Bicycle Plan. The study will prioritize the previously identified routes, develop detailed safety profiles and signage plans for each route, and fund the purchase and installation of route signage and miscellaneous bicycle infrastructure.
2. The Downtown and Medical District Traffic, Transit, and Pedestrian Assessment Study is intended to serve as one of a series of planning steps identified in Ready, Set, Action! An Urban Design Action Plan for the Englewood Downtown and Medical Districts. The study will take a detailed look at the current conditions found along the Broadway and Hampden Avenue corridors and make recommendations on ways to redesign these streets to function as complete streets to safely accommodate vehicular, transit, pedestrian, and bicycling modes of transportation.

Alan White, AICP
Community Development Director
303-762-2346

Sue Carlton-Smith

From: Sue Eaton
Sent: Thursday, June 17, 2010 9:41 AM
To: Sue Carlton-Smith
Subject: FW: Grant

From: Sue Eaton
Sent: Wednesday, June 16, 2010 5:11 PM
To: Gary Sears; Mike Flaherty
Subject: Grant

Gary, Mike,

Human Resources, in partnership with the Colorado Academy of Family Physicians, will be submitting a Letter of Intent to pursue a *Communities Putting Prevention to Work Grant* available through Tri-County Health Department. The Letter of Intent will be finalized and submitted on Friday, June 18th. I'll forward a copy to you.

Thanks.

Sue Carlton-Smith

From: Jerrell Black
Sent: Wednesday, June 16, 2010 3:02 PM
To: Sue Carlton-Smith
Subject: Grant Info - Tri County Health

From: Gary Hultberg
Sent: Wednesday, June 16, 2010 2:39 PM
To: Sue Carlton-Smith
Cc: Jerrell Black
Subject: Tri County Grant

Parks and Recreation will be submitting a letter of intent to the Tri County Health Department, to be considered for an invitation for a formal grant submittal. The grant application will be in partnership with Englewood Schools to plan and construct a community garden at Clayton Elementary School. The letter of intent is due on Friday, June 18, 2010.



CITY OF ENGLEWOOD
COMMUNITY DEVELOPMENT

TO: Mayor and City Council

THRU: Mike Flaherty, Acting City Manager
Alan White, Community Development Director ✓

FROM: Janet Grimmert, Housing Finance Specialist
Harold Stitt, Senior Planner [REDACTED]

DATE: June 15, 2010

SUBJECT: Project Rebuild - Neighborhood Stabilization Program (NSP1)

The Colorado Division of Housing (DOH) has requested that Community Development Housing staff provide a proposed revised NSP1 budget detailing how additional NSP1 funds could be utilized before program funding obligation deadline. The HERA bill that authorized NSP1 requires that all DOH funds be obligated by September 10, 2010. DOH also suggested that the revised budget include the costs of acquiring the last two of the ten properties that under the current budget would be acquired with City funds.

This revised budget is being requested by DOH in anticipation of redistributing unspent NSP1 funds in early July. The estimated additional funding for Englewood being discussed is \$500,000. This amount would cover the costs of the two properties mentioned above, currently under contract, plus the purchase of one or two more foreclosed homes. Because of the September deadline and the time necessary for DOH to approve our proposed revised budget and authorize the transfer of funds as well as our own ordinance process to amend the budget specified in the IGA, we would like to get a sense from Council as to the likelihood that they would approve receiving these additional NSP1 funds from DOH.

To date, Community Development staff has acquired 8 foreclosed properties under the NSP1 project with two additional properties under contract. The current NSP1 project was to acquire, rehab and sell a total of ten (10) foreclosed single-family properties. This now may be increased to a total of eleven (11) or twelve (12) foreclosed properties.