

**Agenda for the
Regular Meeting of the
Englewood City Council
Tuesday, July 6, 2010
7:30 pm**



Englewood Civic Center - Council Chambers
1000 Englewood Parkway
Englewood, CO 80110

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
 - a. Minutes from the Regular City Council Meeting of June 21, 2010.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
 - a. Jackie Edwards will provide an update on Medical Cannabis.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)
8. Communications, Proclamations, and Appointments.
 - a. A resolution reappointing Susan Bayless to the Code Enforcement Advisory Committee.
 - b. A resolution reappointing Marjorie Becker to the Code Enforcement Advisory Committee.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.

- c. A resolution appointing Mary Berger as a Regular Member of the Code Enforcement Advisory Committee.
- d. A resolution appointing Cyndi Bowie to the Keep Englewood Beautiful Commission.
- e. A resolution recommending the reappointment of Beverly Bradshaw to the Englewood Housing Authority.
- f. A resolution appointing Chris Brennan to the Keep Englewood Beautiful Commission.
- g. A resolution reappointing Michael Buchanan to the Liquor Licensing Authority.
- h. A resolution reappointing Brianna Carey as a Youth Liaison to the Englewood Public Library Board.
- i. A resolution reappointing John Champion to the Alliance for Commerce in Englewood.
- j. A resolution appointing Stephanie Cogeos to the Englewood Public Library Board.
- k. A resolution appointing Bernard Costello as an Alternate Member of the Urban Renewal Authority.
- l. A resolution appointing Emily Crennen as a Youth Liaison to the Parks and Recreation Commission.
- m. A resolution appointing Candie Dalton to the Keep Englewood Beautiful Commission.
- n. A resolution reappointing Jennifer Enger to the Cultural Arts Commission.
- o. A resolution reappointing Linda Hart to the Code Enforcement Advisory Committee.
- p. A resolution reappointing Karen Kenney to the Cultural Arts Commission.
- q. A resolution reappointing Randy Kloewer as a Youth Liaison to the Parks and Recreation Commission.
- r. A resolution appointing Chad Knoth as an Alternate Member of the Alliance for Commerce in Englewood.
- s. A resolution reappointing Julie Lonborg to the Alliance for Commerce in Englewood.
- t. A resolution appointing Jordan May as a Regular Member of the Board of Adjustment and Appeals.
- u. A resolution appointing Stephanie McNutt to the Englewood Public Library Board.
- v. A resolution appointing Kaylene Proctor to the Keep Englewood Beautiful Commission.

- w. A resolution appointing William Skinner as an Alternate Member of the Code Enforcement Advisory Committee.
 - x. A resolution appointing Catherine Townley as a Regular Member of the Urban Renewal Authority.
 - y. A resolution reappointing Robyn VanDerLeest to the Liquor Licensing Authority.
 - z. A resolution reappointing Ted Vasilas to the Alliance for Commerce in Englewood.
9. Consent Agenda Items.
- a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 17, extending the Limited Waiver of the Waste Transfer Surcharge until December 31, 2013.
 - ii. Council Bill No. 18, authorizing an Intergovernmental Agreement (Memorandum of Understanding) with the Denver Police Department for the sharing of mug shot data.
 - iii. Council Bill No. 19, authorizing an Intergovernmental Subgrantee Agreement with Arapahoe County for the 2010 Arapahoe County Community Development Block Grant Program.
 - c. Resolutions and Motions.
10. Public Hearing Items (No Public Hearing Scheduled).
11. Ordinances, Resolutions and Motions
- a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 20 – Recommendation by the Fire Department to adopt a bill for an ordinance approving an Intergovernmental Agreement with Denver Health and Hospital Authority for Mutual Aid for Emergency Medical Services. **STAFF SOURCE: Michael Pattarozzi, Fire Chief.**
 - ii. Council Bill No. 22 – Recommendation by the Fire Department to adopt a bill for an ordinance accepting a Pandemic Preparedness Grant up to \$7,500 from the Tri-County Health Department. **STAFF SOURCE: Michael Pattarozzi, Fire Chief.**

- iii. Council Bill No. 23 — Recommendation by the Community Development Department to adopt an emergency bill for an ordinance amending the budget of the Neighborhood Stabilization Program grant in the amount of \$500,000 and authorizing the purchase of three additional unidentified bank-owned foreclosed single family residences. **STAFF SOURCE: Janet Grimmert, Housing Finance Specialist.**
 - iv. Council Bill No. 24 — Recommendation by the Finance and Administrative Services Department to approve an emergency bill for an ordinance authorizing and approving lease-purchase financing for the funding of energy conservation measures. **STAFF SOURCE: Frank Gryglewicz, Director of Finance and Administrative Services.**
 - b. Approval of Ordinances on Second Reading.
 - c. Resolutions and Motions.
 - i. Recommendation by the Englewood Office of Emergency Management to adopt a resolution approving a Memorandum of Understanding with the Arapahoe County Amateur Radio Emergency Services District 22. **STAFF SOURCE: Steve Green, Emergency Management Coordinator.**
12. General Discussion.
 - a. Mayor's Choice.
 - b. Council Members' Choice.
13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment

The following minutes were transmitted to City Council in June, 2010.

- Alliance for Commerce in Englewood Commission meeting of May 13, 2010.
- Board of Adjustment and Appeals meeting of February 10, 2010.
- Code Enforcement Advisory Committee meeting of March 17, 2010.
- Parks and Recreation Commission meetings of April 8 and May 13, 2010.
- Planning and Zoning Commission meeting of May 18, 2010.

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION REAPPOINTING SUSAN BAYLESS TO THE CODE ENFORCEMENT
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused
on the activities and services of code enforcement and regulatory processes of the neighborhood
services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City
Council and to the City Manager or his designee for improvements relating to neighborhood
services in the City; and

WHEREAS, Susan Bayless has served as a member of the Englewood Code Enforcement
Advisory Committee; and

WHEREAS, Susan Bayless' term expired on July 1, 2010; and

WHEREAS, the Englewood City Council desires to reappoint Susan Bayless to another term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Susan Bayless is hereby reappointed to the Englewood Code Enforcement
Advisory Committee. Susan Bayless' term will be effective immediately with her term to expire
July 1, 2012.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
 SERIES OF 2010

A RESOLUTION REAPPOINTING MARJORIE BECKER TO THE CODE ENFORCEMENT ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused on the activities and services of code enforcement and regulatory processes of the neighborhood services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City Council and to the City Manager or his designee for improvements relating to neighborhood services in the City; and

WHEREAS, Marjorie Becker has served as a member of the Englewood Code Enforcement Advisory Committee; and

WHEREAS, Marjorie Becker's term expired on July 1, 2010; and

WHEREAS, the Englewood City Council desires to reappoint Marjorie Becker to another term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Marjorie Becker is hereby reappointed to the Englewood Code Enforcement Advisory Committee. Marjorie Becker's term will be effective immediately with her term to expire July 1, 2012.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

 James K. Woodward, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

 Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPOINTING MARY BERGER TO THE CODE ENFORCEMENT
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee advises the Police
Department on activities, enforcement and regulatory matters; and

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, there is a vacancy on the Englewood Code Enforcement Advisory Committee;
and

WHEREAS, Mary Berger has applied to serve as a member of the Englewood Code
Enforcement Advisory Committee; and

WHEREAS, Mary Berger was previously named as an alternate to the Englewood Code
Enforcement Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Mary Berger to the Englewood
Code Enforcement Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Mary Berger is hereby appointed to the Englewood Code Enforcement Advisory
Committee with term effective immediately and expiring July 1, 2012.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPOINTING CYNDI BOWIE TO KEEP ENGLEWOOD BEAUTIFUL
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, there is a vacancy on the Keep Englewood Beautiful Commission; and

WHEREAS, Cyndi Bowie has applied to serve as a member of the Keep Englewood Beautiful Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Cyndi Bowie is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Cyndi Bowie's term will be effective immediately and will expire February 1, 2011.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION RECOMMENDING BEVERLY BRADSHAW FOR REAPPOINTMENT TO THE HOUSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Housing Authority has a commitment to provide housing to low and moderate income families within the City of Englewood; and

WHEREAS, Beverly Bradshaw has served as a member of the Englewood Housing Authority; and

WHEREAS, Beverly Bradshaw has offered to serve and has applied for reappointment to the Englewood Housing Authority for another term; and

WHEREAS, the Mayor desires to reappoint Beverly Bradshaw to the Englewood Housing Authority for a term expiring July 1, 2015; and

WHEREAS, the Englewood City Council supports the Mayor's appointment and wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Beverly Bradshaw is hereby reappointed to the Housing Authority for the City of Englewood, Colorado. Beverly Bradshaw's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPOINTING CHRIS BRENNAN TO KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, there is a vacancy on the Keep Englewood Beautiful Commission; and

WHEREAS, Chris Brennan has applied to serve as a member of the Keep Englewood Beautiful Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Chris Brennan is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Chris Brennan's term will be effective immediately and will expire February 1, 2011.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION REAPPOINTING MICHAEL BUCHANAN TO THE ENGLEWOOD LIQUOR LICENSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Liquor Licensing Authority has been created and has all powers of the local licensing authority as set forth by the State of Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke such licenses for cause in the manner provided by law; and

WHEREAS, Michael Buchanan is a current member of the Englewood Liquor Licensing Authority; and

WHEREAS, Michael Buchanan's current term expired July 1, 2010; and

WHEREAS, Michael Buchanan has offered to serve and has applied for reappointment to the Englewood Liquor Licensing Authority; and

WHEREAS, the Englewood City Council desires to reappoint Michael Buchanan to the Englewood Liquor Licensing Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Michael Buchanan is hereby reappointed to the Englewood Liquor Licensing Authority. Michael Buchanan's term will be effective immediately and will expire July 1, 2013.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION REAPPOINTING BRIANNA CAREY AS A YOUTH MEMBER TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board was established by the Englewood Home Rule Charter to develop and maintain a modern Library system; and

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, Brianna Carey was a member of the Englewood Public Library Board; and

WHEREAS, Brianna Carey has applied for reappointment to the Englewood Public Library Board for another term; and

WHEREAS, the Englewood City Council applauds the volunteerism of this Englewood youth and desires to reappoint Brianna Carey to the Englewood Public Library Board; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Brianna Carey is hereby reappointed as a youth member to Englewood Public Library Board. Brianna Carey's term will be effective immediately and will expire July 1, 2011.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
 SERIES OF 2010

A RESOLUTION REAPPOINTING JOHN CHAMPION TO THE ALLIANCE FOR
 COMMERCE IN ENGLEWOOD (ACE) COMMITTEE FOR THE CITY OF ENGLEWOOD,
 COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the
 Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood
 City Council, focusing on the creation of an environment in which existing business can thrive
 and new business can prosper; and

WHEREAS, John Champion is a current member of Alliance For Commerce In Englewood
 Committee; and

WHEREAS, John Champion's term expired July 1, 2010; and

WHEREAS, John Champion has offered to serve and has applied for reappointment to the
 Alliance For Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to reappoint John Champion to the Alliance
 for Commerce in Englewood Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
 ENGLEWOOD, COLORADO, THAT:

Section 1. John Champion is hereby reappointed to Alliance For Commerce in Englewood
 Committee. John Champion's term will be effective immediately and will expire July 1, 2013.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

 James K. Woodward, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
 above is a true copy of Resolution No. _____, Series of 2010.

 Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
 SERIES OF 2010

A RESOLUTION APPOINTING STEPHANIE COGEOS TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, there is a vacancy on the Englewood Public Library Board; and

WHEREAS, Stephanie Cogeos has applied to serve as a member of the Englewood Public Library Board;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Stephanie Cogeos is hereby appointed to the Englewood Public Library Board. Stephanie Cogeos' term will be effective immediately and will expire February 1, 2012.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

 James K. Woodward, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

 Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPOINTING BERNARD COSTELLO AS AN ALTERNATE MEMBER TO THE URBAN RENEWAL AUTHORITY FOR THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood Urban Renewal Authority has the statutory authority to undertake projects which it finds necessary for the physical development of municipal land use including the improvement of areas within the City; and

WHEREAS, Bernard Costello has graciously offered to serve on the City of Englewood's boards and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Bernard Costello as alternate member to the Urban Renewal Authority; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Authority he will be serving on so that he can maintain an understanding of the current issues and rules; and

WHEREAS, while the alternate will not be able to vote at the meetings, he is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Englewood City Council hereby appoints Bernard Costello as an alternate member of the Englewood Urban Renewal Authority.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPOINTING EMILY CRENNEN AS A YOUTH MEMBER
OF THE PARKS AND RECREATION COMMISSION FOR THE CITY OF
ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Parks and Recreation Commission was established to advise City Council in all matters pertaining to recreation; and

WHEREAS, there is a vacancy on the Englewood Parks and Recreation Commission; and

WHEREAS, Emily Crennan has applied to serve as a youth member of the Englewood Parks and Recreation Commission; and

WHEREAS, the Englewood City Council applauds the volunteerism of this Englewood youth and desires to appoint Emily Crennen to the Englewood Parks and Recreation Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Emily Crennen is hereby appointed as a youth member to the Parks and Recreation Commission. Emily Crennen's term will be effective immediately and will expire July 1, 2011.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPOINTING CANDIE DALTON TO KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, there is a vacancy on the Keep Englewood Beautiful Commission; and

WHEREAS, Candie Dalton has applied to serve as a member of the Keep Englewood Beautiful Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Candie Dalton is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Candie Dalton's term will be effective immediately and will expire February 1, 2012.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
 SERIES OF 2010

A RESOLUTION REAPPOINTING JENNIFER ENGER TO THE CULTURAL ARTS
 COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, Jennifer Enger has served as a member of the Englewood Cultural Arts Commission; and

WHEREAS, Jennifer Enger's term expired July 1, 2010; and

WHEREAS, Jennifer Enger has offered to serve and has applied for reappointment to the Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to reappoint Jennifer Enger to the Englewood Cultural Arts Commission for another term;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Jennifer Enger is hereby reappointed to the Englewood Cultural Arts Commission. Jennifer Enger's term will be effective immediately and will expire July 1, 2013.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

 James K. Woodward, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

 Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION REAPPOINTING LINDA HART TO THE CODE ENFORCEMENT
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused
on the activities and services of code enforcement and regulatory processes of the neighborhood
services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City
Council and to the City Manager or his designee for improvements relating to neighborhood
services in the City; and

WHEREAS, Linda Hart has served as a member of the Englewood Code Enforcement
Advisory Committee; and

WHEREAS, Linda Hart's term expired on July 1, 2010; and

WHEREAS, the Englewood City Council desires to reappoint Linda Hart to another term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Linda Hart is hereby reappointed to the Englewood Code Enforcement Advisory
Committee. Linda Hart's term will be effective immediately with her term to expire July 1, 2012.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION REAPPOINTING KAREN KENNEY TO THE CULTURAL ARTS
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood
City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the
development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, Karen Kenney has served as a member of the Englewood Cultural Arts
Commission; and

WHEREAS, Karen Kenney's term expired July 1, 2010; and

WHEREAS, Karen Kenney has offered to serve and has applied for reappointment to the
Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to reappoint Karen Kenney to the
Englewood Cultural Arts Commission for another term;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Karen Kenney is hereby reappointed to the Englewood Cultural Arts Commission.
Karen Kenney's term will be effective immediately and will expire July 1, 2013.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION REAPPOINTING RANDY KLOEWER AS A YOUTH MEMBER
OF THE PARKS AND RECREATION COMMISSION FOR THE CITY OF
ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Parks and Recreation Commission was established to advise City Council in all matters pertaining to recreation; and

WHEREAS, Randy Kloewer is a current member of the Englewood Parks and Recreation Commission; and

WHEREAS, Randy Kloewer's current term expired July 1, 2010; and

WHEREAS, Randy Kloewer has offered to serve and has applied for reappointment to the Englewood Parks and Recreation Commission; and

WHEREAS, the Englewood City Council applauds the volunteerism of this Englewood youth and desires to reappoint Randy Kloewer to the Englewood Parks and Recreation Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Randy Kloewer is hereby reappointed as a youth member to the Parks and Recreation Commission. Randy Kloewer's term will be effective immediately and will expire July 1, 2011.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
 SERIES OF 2010

A RESOLUTION APPOINTING CHAD KNOTH AS AN ALTERNATE TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, Chad Knoth has graciously offered to serve on the Alliance For Commerce In Englewood Committee; and

WHEREAS, currently there are no vacancies on Alliance For Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Chad Knoth as an alternate member to ACE: and

WHEREAS, City Council has requested staff to send alternate members packets for the board that they will be serving on so that they can maintain an understanding of the current issues and rules; and

WHEREAS, while the alternates will not be able to vote at the meetings, they are nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Englewood City Council hereby appoints Chad Knoth as alternate member to Alliance For Commerce In Englewood Committee.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

 James K. Woodward, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

 Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION REAPPOINTING JULIE LONBORG TO THE ALLIANCE FOR
COMMERCE IN ENGLEWOOD (ACE) COMMITTEE FOR THE CITY OF ENGLEWOOD,
COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the
Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood
City Council, focusing on the creation of an environment in which existing business can thrive
and new business can prosper; and

WHEREAS, Julie Lonborg is a current member of Alliance For Commerce In Englewood
Committee; and

WHEREAS, Julie Lonborg's term expired July 1, 2010; and

WHEREAS, Julie Lonborg has offered to serve and has applied for reappointment to the
Alliance For Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to reappoint Julie Lonborg to the Alliance for
Commerce in Englewood Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Julie Lonborg is hereby reappointed to Alliance For Commerce in Englewood
Committee. Julie Lonborg's term will be effective immediately and will expire July 1, 2013.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
 SERIES OF 2010

A RESOLUTION APPOINTING JORDAN MAY AS A MEMBER OF THE BOARD OF
 ADJUSTMENT AND APPEALS FOR THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood Board of Adjustments and Appeals has the authority to hear and determine appeals from the refusal of building permits and other decisions regarding the enforcement of the zoning regulations, to make exceptions to the zoning regulations and to authorize variances from the strict application of zoning regulations; and

WHEREAS, there is a vacancy on the Englewood Board of Adjustment and Appeals; and

WHEREAS, Jordan May has applied to serve as a member of the Englewood Board of Adjustment and Appeals; and

WHEREAS, Jordan May was previously named as an alternate to the Englewood Board of Adjustment and Appeals; and

WHEREAS, the Englewood City Council desires to appoint Jordan May to the Englewood Board of Adjustment and Appeals;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Jordan May is hereby appointed to the Englewood Board of Adjustment and Appeals. Jordan May's term will be effective immediately and shall expire February 1, 2012.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

 James K. Woodward, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

 Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPOINTING STEPHANIE McNUTT TO THE PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, there is a vacancy on the Englewood Public Library Board; and

WHEREAS, Stephanie McNutt has applied to serve as a member of the Englewood Public Library Board;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Stephanie McNutt is hereby appointed to the Englewood Public Library Board. Stephanie McNutt's term will be effective immediately and will expire February 1, 2012.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPOINTING KAYLENE PROCTOR TO KEEP ENGLEWOOD
BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, there is a vacancy on the Keep Englewood Beautiful Commission; and

WHEREAS, Kaylene Proctor has applied to serve as a member of the Keep Englewood Beautiful Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Kaylene Proctor is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Kaylene Proctor's term will be effective immediately and will expire February 1, 2012.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPOINTING WILLIAM SKINNER AS AN ALTERNATE MEMBER TO THE CODE ENFORCEMENT ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused on the activities and services of code enforcement and regulatory processes of the Neighborhood Services section of the Englewood Police Department, the Committee makes recommendations to City Council and to the City Manager or designee for improvements relating to the Neighborhood Services in the City; and

WHEREAS, William Skinner has graciously offered to serve on the City of Englewood's boards and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Committee he will be serving on so that he can maintain an understanding of the current issues and rules; and

WHEREAS, while an alternate will not be able to vote at the meetings, he is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, the Englewood City Council desires to appoint William Skinner as an alternate to the Englewood Code Enforcement Advisory Committee; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Englewood City Council hereby appoints William Skinner as alternate member of the Code Enforcement Advisory Committee.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION APPOINTING CATHERINE TOWNLEY TO THE URBAN RENEWAL
AUTHORITY FOR THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood Urban Renewal Authority has the statutory authority to undertake projects which it finds necessary for the physical development of municipal land use including the improvement of areas within the City; and

WHEREAS, there is a vacancy on the Englewood Urban Renewal Authority; and

WHEREAS, Catherine Townley has applied to serve as a member of the Englewood Urban Renewal Authority; and

WHEREAS, Catherine Townley was previously named as an alternate to the Englewood Urban Renewal Authority; and

WHEREAS, the Englewood City Council desires to appoint Catherine Townley to the Urban Renewal Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Catherine Townley is hereby appointed to the Englewood Urban Renewal Authority. Catherine Townley's term will be effective immediately and will expire February 1, 2011.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION REAPPOINTING ROBYN VANDERLEEST TO THE ENGLEWOOD LIQUOR LICENSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Liquor Licensing Authority has been created and has all powers of the local licensing authority as set forth by the State of Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke such licenses for cause in the manner provided by law; and

WHEREAS, Robyn VanDerLeest is a current member of the Englewood Liquor Licensing Authority; and

WHEREAS, Robyn VanDerLeest's current term expired July 1, 2010; and

WHEREAS, Robyn VanDerLeest has offered to serve and has applied for reappointment to the Englewood Liquor Licensing Authority; and

WHEREAS, the Englewood City Council desires to reappoint Robyn VanDerLeest to the Englewood Liquor Licensing Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Robyn VanDerLeest is hereby reappointed to the Englewood Liquor Licensing Authority. Robyn VanDerLeest's term will be effective immediately and will expire July 1, 2013.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION REAPPOINTING TED VASILAS TO THE ALLIANCE FOR COMMERCE
IN ENGLEWOOD (ACE) COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the
Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood
City Council, focusing on the creation of an environment in which existing business can thrive
and new business can prosper; and

WHEREAS, Ted Vasilas is a current member of Alliance For Commerce In Englewood
Committee; and

WHEREAS, Ted Vasilas' term expired July 1, 2010; and

WHEREAS, Ted Vailas has offered to serve and has applied for reappointment to the Alliance
For Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to reappoint Ted Vasilas to the Alliance for
Commerce in Englewood Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Ted Vasilas is hereby reappointed to Alliance For Commerce in Englewood
Committee. Ted Vasilas' term will be effective immediately and will expire July 1, 2013.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 17
INTRODUCED BY COUNCIL
MEMBER McCASLIN

AN ORDINANCE AMENDING TITLE 4, CHAPTER 7, SECTION 11, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE EXTENSION OF THE LIMITED WAIVER OF THE WASTE TRANSFER SURCHARGE.

WHEREAS, the City Council of the City of Englewood, Colorado passed Ordinance No. 25, Series 1987, instituting the Waste Transfer Surcharge which imposed a twenty cent surcharge on each cubic yard or portion thereof by each person disposing of trash at a waste transfer facility; and

WHEREAS, the Englewood City Council passed Ordinance No. 30, Series of 1993, which granted a limited waiver of the Waster Transfer Surcharge until December 31, 1995; and

WHEREAS, the Englewood City Council passed Ordinance No. 22, Series of 1995, which authorized a limited waiver of the Waste Transfer Surcharge until December 31, 1998; and

WHEREAS, the Englewood City Council passed Ordinance No. 31, Series of 1999, which granted a limited waiver of the Waster Transfer Surcharge until December 31, 2001; and

WHEREAS, the Englewood City Council passed Ordinance No. 14, Series 2002 extended the waiver until December 31, 2004; and

WHEREAS, the Englewood City Council passed Ordinance No. 29, Series 2005 extended the waiver of the surcharge until December 31, 2007; and

WHEREAS, the Englewood City Council passed Ordinance No. 1, Series 2008 extending the waiver of the surcharge until December 31, 2009; and

WHEREAS, the passage of this proposed Ordinance will extend the waiver of the surcharge until December 31, 2013;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby approves an Ordinance amending Title 4, Chapter 7, Subsection 11, with the extension of the Limited Waiver of the Waste Transfer Surcharge to read as follows:

4-7-11: Limited Waiver of Surcharge: The requirements of this Chapter shall not apply during the months of May, June, July, August and September to any Municipality which meets the following criteria:

- A. Incorporated with a City Hall within the boundaries of Arapahoe County.

- B. Does not provide municipal collection of household solid waste directly or indirectly.
- C. Offers to its citizens the collection of household trash on a limited basis during the months of May, June, July, August and September.

This Section shall be effective only until December 31, ~~2009-2013~~, after which time it shall be null and void without further action of the City.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 21st day of June, 2010.

Published as a Bill for an Ordinance in the City's official newspaper on the 25th day of June, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of June, 2010 for thirty (30) days.

Read by title and passed on final reading on the 6th day of July, 2010.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2010, on the 9th day of July, 2010.

Published by title on the City's official website beginning on the 7th day of July, 2010 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2010.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 18
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "MEMORANDUM OF UNDERSTANDING BETWEEN THE DENVER POLICE DEPARTMENT AND THE ENGLEWOOD POLICE DEPARTMENT FOR THE SHARING OF DATA" FORMALIZING THE SHARING OF MUG SHOT DATA.

WHEREAS, the Englewood Police Department's current mug shot system does not have the capability of developing photographic lineups; and

WHEREAS, Englewood detectives are required to drive to other agencies to accomplish this task; and

WHEREAS, the passage of this Ordinance between Denver and Englewood Police Departments will allow an interface to be created with the Denver mug shot repository; and

WHEREAS, the repository will allow Englewood detectives to complete their work in a more efficient manner and will create a larger pool of mug shots needed to prepare photographic lineups;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby accepts and approves the "Memorandum of Understanding Between The Denver Police Department and The Englewood Police Department For Sharing of Data" attached hereto as Exhibit A.

Section 2. The Police Chief is authorized to execute the intergovernmental agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 21st day of June, 2010.

Published as a Bill for an Ordinance in the City's official newspaper on the 25th day of June, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of June, 2010 for thirty (30) days.

Read by title and passed on final reading on the 6th day of July, 2010.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2010, on the 9th day of July, 2010.

Published by title on the City's official website beginning on the 7th day of July, 2010 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2010.

Loucrishia A. Ellis

**Memorandum of Understanding
Between
The Denver Police Department
and
The Englewood Police Department
For the Sharing of Data**

This Memorandum of Understanding (MOU) is made and entered on this 24 day of May, 2010, between the Denver Police Department (DPD) and the Englewood Police Department (EPD).

Purpose

The purpose of this MOU is to formalize the sharing of mug shot data between the two named departments to improve the effectiveness of each agency by providing a larger database from which to identify and/or apprehend suspects and past offenders engaged in criminal activity.

Security Requirements

Each department shall follow the CBI/CIJIS security standards when handling data from the other jurisdiction. Each department shall also follow any applicable statutory requirements in the creation and management of both adult and juvenile suspect information. The mug shot data shared between each department shall be used for public safety purposes only.

Information Ownership, Release and Accuracy

Neither department shall delete, change or modify any existing data other than add additional information to data already preserved. The mug shot data remains the property of the department which obtained and entered it.

To preserve and protect each department's proprietary interest in its own data, neither department shall release to any third party or agency, any data provided by the other without specific prior approval of the Chief of Police of the providing department.

The mug shot database contains the best information available at the time of its creation and is dynamic to allow for modifications as more complete and accurate information is obtained. Prior to acting upon any information, it is the duty of each agency to confirm the accuracy of any information derived from the mug shot database.

Technology Responsibility

Each jurisdiction is responsible for the maintenance and support of its own system.

Each jurisdiction shall notify the other of any planned outages that could affect use and or access to the system.

Term of Agreement

This MOU is subject to review by either party and remains in full force and effect until rescinded or withdrawn by either department.

Gerald R. Whitman
Chief of Police
Denver Police Department
City and County Of Denver

Thomas E. Vandermee
Chief of Police
Englewood Police Department
City of Englewood

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2010

COUNCIL BILL NO. 19
 INTRODUCED BY COUNCIL
 MEMBER PENN

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL SUBGRANTEE AGREEMENT (CDBG) FOR THE YEAR 2010 BETWEEN THE ARAPAHOE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City Council of the City of Englewood approved the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County by passage of Ordinance No. 21, Series of 2009, covering the City's participation in the Arapahoe County CDBG Entitlement Program for funding years 2010 through 2012; and

WHEREAS, the Englewood City Council passed Resolution 71, Series of 2009, supporting Housing and Community Development that authorized submitting an application for 2010 CDBG funding; and

WHEREAS, the House of Hope Project has been categorized as a public service activity to assist with staffing for employees.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Subgrantee Agreement for 2010 Arapahoe County Community Development Block Grant – House of Hope Project, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. Pursuant to Article V, Section 40, of the Englewood Home Rule Charter, the City Council has determined that Exhibit A, attached to this Ordinance, shall not be published because of its size. Copies are available in the Office of the Englewood City Clerk.

Section 3. The Mayor and City Clerk are hereby authorized to sign and attest said Agreements for and on behalf of the City of Englewood, Colorado.

Section 4. The City Manager shall be authorized to further extend the subgrantee agreements for the 2010 Arapahoe County Community Development Block Grant Program as needed.

Introduced, read in full, and passed on first reading on the 21st day of June, 2010.

Published as a Bill for an Ordinance in the City's official newspaper on the 25th day of June, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of June, 2010 for thirty (30) days.

Read by title and passed on final reading on the 6th day of July, 2010.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2010, on the 9th day of July, 2010.

Published by title on the City's official website beginning on the 7th day of July, 2010 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2010.

Loucrishia A. Ellis

**SUBGRANTEE AGREEMENT FOR
ARAPAHOE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**SUBGRANTEE: CITY OF ENGLEWOOD
PROJECT NAME: HOUSE OF HOPE STAFFING
PROJECT NUMBER: ENPS 1014**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and the City of Englewood and Family Tree, Inc. (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

I. PURPOSE

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as the House of Hope Staffing (Project) has been categorized as a Public Services project and the SubGrantee will maintain documentation with the national objective of Limited Clientele activities. This project has also been further categorized under Limited Clientele activities as a presumed benefit per 24 CFR 570.208 (a)(2)(i)(A). *“Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of person in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate- income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census’ Current Population Reports definition of “severely disabled,” homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.”*

The SubGrantee may proceed to incur costs for the Project upon receipt of an official “Notice to Proceed” from the County.

II. WORK TO BE COMPLETED BY THE SUBGRANTEE

The following provisions outline the scope of the work to be completed:

The SubGrantee will utilize CDBG funding to provide staffing at the House of Hope, which provides long-term shelter and supportive services for homeless families. The site is located at 3301 S. Grant Street, Englewood, Colorado, 80113.

A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed **\$22,500**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Section II-C. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the deadline in Section II. C. 3. below, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

B. Timeline

All Project activities shall be completed and draw requests submitted by **April 30, 2011** unless the Subgrantee notifies the County in writing by April 15, 2011 that the funds cannot be disbursed. An extension may be granted in which all draw requests be submitted and project activities shall be completed by May, 31, 2011. In the event that the completion deadline falls on a weekend or holiday, the deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past May 31, 2011, the Agreement must be modified by mutual agreement of the County and the SubGrantee.

C. Performance Criteria

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project.

1. Quantifiable Goals:

The SubGrantee will utilize CDBG funds for the continued employment of staff at the House of Hope located at 3301 S. Grant Street, Englewood, Colorado, 80113. Staff members will be employed by Family Tree, Inc., which provides staffing and services at the facility for homeless families. By maintaining the positions, the SubGrantee will provide services for a total of 180 unique persons.

The SubGrantee may collect nominal fees for services provided under this grant, providing the total of all client-contributed and County grant funds do not exceed the costs of program delivery.

2. Community Impact:

Public Service
Homelessness – crisis management and ability to transition through the continuum of care

3. Quarterly Performance Standards:

June 30, 2010:

No requirements established.

September 30, 2010:

Provide services to approximately 50-70 unique persons

December 31, 2010:

Provide services to approximately 50-70 unique persons

March 31, 2011:

Provide services to approximately 50-70 unique persons

April 30, 2011:

Provide services to meet cumulative grant year goal of 180 unique persons served
Submit final drawdown and completion report to County

D. Reporting Requirements

1. Project reports will be due within fifteen days following the end of each calendar year quarter (June 1 to September 30 report is due October 15; October 1 to December 31 report is due January 15; January 1 to March 31 report is due April 15; and the final completion report is due April 30) until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.

E. Labor Standards (Davis-Bacon)

Project activities do not require compliance with federal labor standards (Davis-Bacon) as it is exempt (i.e., public service activity, single family home rehabilitation, purchase of materials, or other activity that has been determined exempt from federal labor standards).

F. Lead Based Paint Regulations

If the activity involves any construction, demolition, rehabilitation, or any activity related to a building, and the building was built in 1978 or prior, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 570.608. If the SubGrantee does not follow and

document Lead Based Paint Laws and Regulation compliance, the SubGrantee will not be eligible for reimbursement.

G. Environmental Review

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

H. Uniform Relocation Act (URA)

It has been determined that no action under the Uniform Relocation Act (URA) is necessary.

III. RESPONSIBILITIES OF THE SUBGRANTEE

A. Federal Compliance

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
11. Section 3 of the Housing and Urban Development Act of 1968;
12. Non-discrimination in employment, established by Executive Order 11246;
13. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
14. Audit requirements established in OMB Circular A-133; and

15. Cost principles established in OMB Circulars A-87 and A-122 as applicable per 24 CFR 570.502;

16. Conflict of Interest:

a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by the County and by the SubGrantee, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its SubGrantees to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).

b) *Conflicts prohibited.* The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubGrantee that are receiving funds under this part.

d) *Exceptions.* Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the County has provided the following documentation:

- i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the

effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.

17. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

B. Non-Appropriations Clause

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

D. Agreement Changes

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

E. Direct Project Supervision and Administration

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

F. Indemnity

To the extent allowed by law, the SubGrantee shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorneys fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of SubGrantee, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this contract.

G. Bonding and Insurance

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
 - a. Premises Operations

- b. Products/Completed Operations
 - c. Broad Form Contractual Liability
 - d. Independent Contractors
 - e. Broad Form Property Damage
 - f. Employees as Additional Insured
 - g. Personal Injury
 - h. Arapahoe County and the SubGrantee as Additional Named Insured
 - i. Waiver of Subrogation
2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
- a. Arapahoe County and the SubGrantee as additional Named Insured
 - b. Waiver of Subrogation
3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
- a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
 - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
 - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
 - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The

SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$100,000):

1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

H. Records

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

I. Reporting

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

J. Timeliness

The SubGrantee shall comply with the quarterly performance standards established in Section II-C of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

K. Reimbursement for Expenses

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

L. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be retained by the SubGrantee and will be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

M. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Sections I and II of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

N. State and County Law Compliance

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State of Colorado statutes and County ordinances, resolutions, rules, and regulations.

O. Subcontracts

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

P. Suspension or Termination

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

Q. In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

R. The SubGrantee certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

IV. RESPONSIBILITIES OF THE COUNTY

A. Administrative Control

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

V. EXTENT OF THE AGREEMENT

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee.

If any portion of this agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County: Arapahoe County Attorney
 5334 S. Prince Street
 Littleton, CO 80166

and

Arapahoe County Housing and Community Development Services
1690 W. Littleton Blvd., #300
Littleton, CO 80120-2069

To the SubGrantee: City of Englewood
 1000 Englewood Parkway
 Englewood, CO 80110

Family Tree, Inc.
3805 Marshall Street
Wheat Ridge, CO 80033

In Witness Whereof, the Parties have caused this Agreement to be duly executed this _____ day
of _____, 2010.

SubGrantee: City of Englewood

Signature James K. Woodward, Mayor

Title Mayor

SubGrantee: Family Tree, Inc.

Signature

Chief Executive Officer

Title

Board of County Commissioners
Arapahoe County, Colorado

Don Klemme on behalf of the Board of County Commissioners
Pursuant to Resolution #100140

PROJECT BUDGET

COLUMN A	COLUMN B	COLUMN C	COLUMN D
Project Activities (specify by line item)	Estimated Total Cost of Activity	CDBG Funds	Other Funds Committed
Personnel	\$ 321,653	\$22,500	\$ 299,153
Operating costs	\$ 187,344	\$0	\$ 187,344
TOTAL:	\$ 508,997	\$22,500	\$ 486,497

COUNCIL COMMUNICATION

Date: July 6, 2010	Agenda Item: 11 a i	Subject: Mutual Aid Agreement between Denver Health and Hospital Authority and the City of Englewood
Initiated By: Englewood Fire Department		Staff Source: Michael Pattarozzi, Fire Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

No previous Council action.

RECOMMENDED ACTION

Staff recommends Council adopt a bill for an ordinance approving of an agreement of mutual aid for emergency medical services between Denver Health and Hospitals and the City of Englewood.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Mutual aid agreements exist between the City of Englewood and most Front Range fire departments, including Denver Fire. In many of these jurisdictions, emergency medical services are provided by the fire department. Emergency medical services in the City and County of Denver are provided by Denver Health and Hospital Authority.

The ability to provide or receive mutual aid with Denver Health, in the event of a medical emergency, is not currently in place. This proposed agreement would fill that gap.

The mutual aid agreement with Denver Health will allow Denver Health Paramedics to provide emergency medical services within the City of Englewood, when called for assistance, and would allow Englewood Fire Department to provide emergency medical services within a limited geographic area of the City of Denver, as specified in the agreement. These services would only be provided in the event the primary agency could not respond in a timely manner to a call for service.

FINANCIAL IMPACT

No significant financial impact is anticipated.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 20
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN DENVER HEALTH AND HOSPITAL AUTHORITY AND THE CITY OF ENGLEWOOD FOR MUTUAL AID FOR EMERGENCY MEDICAL SERVICES.

WHEREAS, mutual aid agreements exist between Englewood Fire Department and most front range fire departments, including Denver Fire; and

WHEREAS, many of these jurisdictions have emergency medical services which are provided by the fire department; and

WHEREAS, emergency medical services in the City and County of Denver are provided by Denver Health and Hospital Authority; and

WHEREAS, the passage of this Ordinance will allow Denver Health Paramedics to provide emergency medical services within the City of Englewood when called for assistance; and

WHEREAS, the passage of this Ordinance will allow Englewood Fire Department to provide emergency medical services within a limited geographic area of Denver, as specified in the Agreement when called for assistance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby accepts and approves the "Agreement" for mutual aid between Denver Health and Hospital Authority and the City of Englewood, attached hereto as Exhibit A.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 6th day of July, 2010.

Published as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of July, 2010 for thirty (30) days.

ATTEST:

Loucrishia A. Ellis, City Clerk

James K. Woodward, Mayor

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of July, 2010.

Loucrishia A. Ellis

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, N 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 office 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.
- 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.

- 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.

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.

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:

- 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: _____

Date: _____

James Woodward
Mayor, City of Englewood

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

COUNCIL COMMUNICATION

Date: July 6, 2010	Agenda Item: 11 a ii	Subject: Tri-County Health Department Grant
Initiated By: Fire Department		Staff Source: Michael Pattarozzi, Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

No previous Council action has been taken.

RECOMMENDED ACTION

Staff recommends Council adopt a bill for an ordinance accepting a Pandemic Preparedness Grant of up to \$7500 to the City of Englewood from the Tri-County Health Department.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

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

The Fire Department has identified areas where the use of these funds would be most effective to assist with that capacity, including EMS jackets that are resistant to blood-borne pathogens, and personal protection equipment, such as exam gloves and portable radios.

FINANCIAL IMPACT

This is a one-time grant and there is no match requirement. The financial impact would be a reduction in expenditures for needed equipment.

LIST OF ATTACHMENTS

Grant cover letter
Bill for an Ordinance



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,

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

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 22
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING ACCEPTANCE OF THE "2010 PANDEMIC PREPAREDNESS GRANT CONTRACT" BETWEEN TRI-COUNTY HEALTH DEPARTMENT AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, Tri-County Health Department received additional funding from the Colorado Department of Health and Environment (CDPHE) and the Centers for Disease Control and Prevention (CDC) in support of the H1N1 planning and response efforts to distribute vaccine to the residents in TCHD's jurisdiction; and

WHEREAS, TCHD has completed the H1N1 vaccination campaign, and as such would like to support its First Responder partners by offering some of the remaining allocated funds to each First Responder within its jurisdiction for enhancing each First Responders pandemic planning and response capacity; and

WHEREAS, TCHD offered the City up to \$7,500, and the City has identified areas where the use of these funds would be most effective to assist with that capacity;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby approves the intergovernmental agreement and accepts the "2010 Pandemic Preparedness Grant Contract" from Tri-County Health Department, attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to execute said intergovernmental agreement regarding the grant for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 6th day of July, 2010.

Published as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2010.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of July, 2010 for thirty (30) days.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of July, 2010.

Loucrishia A. Ellis



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2010 PANDEMIC PREPAREDNESS GRANT CONTRACT

This 2010 Pandemic Preparedness Grant Contract ("Agreement"), is made effective as of _____, 2010 by and between the Tri-County Health Department, hereinafter referred to as "TCHD", and City of Englewood, hereinafter referred to as "First Responder". TCHD and First Responder may each be referred to herein, individually, as a "Party", or collectively, as "the Parties". The terms Party and Parties shall include their respective successors and assigns.

RECITALS.

WHEREAS, TCHD is the District Public Health Agency for the Counties of Adams, Arapahoe and Douglas, Colorado; and

WHEREAS, TCHD has received additional funding from the Colorado Department of Health and Environment ("CDPHE") and the Centers for Disease Control and Prevention ("CDC") in support of the H1N1 planning and response efforts to distribute vaccine to the residents in TCHD's jurisdiction; and

WHEREAS, TCHD has completed the H1N1 vaccination campaign, and as such, TCHD would like to support its First Responder partners by offering some of the remaining allocated funds to each First Responder within its jurisdiction for enhancing each First Responders pandemic planning and response capacity (the "Grant"); and

WHEREAS, First Responder has submitted a Budget to TCHD for the use of the proceeds of this Grant, which is attached hereto as Exhibit A, and incorporated herein by reference.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, TCHD and First Responder agree as follows:

1. **Grant Funds.** TCHD hereby grants the amount of up to \$7,500 (the "Grant Funds") to First Responder, to be used to purchase supplies to enhance First Responder's pandemic planning and response capacity. The payment of the Grant Funds shall be made within thirty (30) days receipt of this executed Agreement. The Grant Funds shall be expended pursuant to the Budget attached hereto as Exhibit A.

2. **Budget.** TCHD has reviewed and approved the attached Budget submitted by First Responder. Any items not approved for expenditure have been indicated on the attached Budget. First Responder, at its discretion and without a formal request, may move up to ten percent of the total Grant Funds across budget categories to implement

the Grant. Any expenses in excess of the Grant Funds shall be incurred at First Responders sole cost and expense.

3. Receipts and Accounting. First Responder shall submit to TCHD copies of all receipts for the items purchased with the Grant Funds on or before July 18, 2010. First Responder agrees to maintain accurate and complete records of the expenditure of the Grant Funds and agrees that TCHD may conduct an audit of such records at any time reasonably requested by TCHD.

4. Termination. If First Responder should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Agreement, and such default is not cured for a period of 30 days after written notice thereof has been given to First Responder, TCHD, at its sole election, may immediately terminate this Agreement by written notice thereof to First Responder. In the event of termination under this Section 4, First Responder shall reimburse TCHD for all unspent funds granted hereunder as of the termination date.

- (i) Notwithstanding the provisions of Section 4, TCHD may terminate the Agreement immediately and receive full reimbursement of the funds granted hereunder in the event TCHD does not receive copies of the receipts evidencing the expenditure of the Grant Funds, as provided herein.

5. Non-Guarantee of Additional Support: This Grant is accepted by First Responder with the understanding that TCHD is not obligated to provide any additional financial support to First Responder, except as may be required by law.

6. Governmental Compliance: First Responder will cooperate with TCHD in supplying additional information to TCHD, or in complying with any procedures which might be required by any governmental agency in order for TCHD to establish that it has observed all requirements of the law with respect to this Grant.

7. Dispute Resolution: In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably prior to seeking legal recourse.

8. Liability and Indemnification. First Responder agrees, to the fullest extent permitted by law, to indemnify and hold harmless TCHD against all claims, damages, liabilities, costs and expenses to the extent caused by negligent acts of First Responder in connection with the Grant provided under this Agreement.

9. Miscellaneous.

A. Notice. Any notice to be given hereunder by either Party to the other may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight

delivery service shall be addressed to the Parties at the addresses appearing following their signatures below, but either Party may change its address by written notice in accordance with this paragraph.

B. Assignment. This Agreement is predicated upon First Responders special abilities or knowledge, and First Responder shall not assign this Agreement, in whole or in part, without the prior written consent of TCHD.

C. Severability. If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

D. Governmental Immunity. The Parties acknowledge and agree that TCHD, its officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended.

E. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. THERE ARE NO ORAL AGREEMENTS CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.

F. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

G. Waiver. The failure of either Party at any time to require performance of the other Party of any provision of this Agreement shall in no way affect the right of such Party thereafter to enforce the same provision, nor shall the waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any other or subsequent breach, or as a waiver of the provision itself.

H. Binding Agreement. This Agreement shall be effective as of the date hereof and shall be binding upon and inure to the benefit of the successor or assign of either Party hereto.

I. Survival. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement.

J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same document.

COUNCIL COMMUNICATION

Date: July 6, 2010	Agenda Item: 11 a iii	Subject: An Emergency Bill for an Ordinance amending Neighborhood Stabilization Program Grant Budget
Initiated By: Community Development Department		Staff Source: Janet Grimmett, Housing Finance Specialist

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved Resolution 34, Series of 2009 on March 23, 2009 authorizing the Community Development Department to file an application for Federal funding through the Neighborhood Stabilization Program (NSP1), Ordinance 37, Series of 2009 approved on September 21, 2009 authorizing the Neighborhood Stabilization Program (NSP1) Grant Agreement, and Ordinance 49, Series of 2009 approved on November 2, 2009 authorizing the purchase of ten properties in fulfillment of the NSP1 contract, and Resolution 35, Series of 2010 approving a transfer and supplemental appropriation of long term asset reserve funds (LTAR) to fund improvements related to the Federal Neighborhood Stabilization Program (NSP1) project.

RECOMMENDED ACTION

Staff recommends that Council approve an emergency bill for an ordinance authorizing the execution of an amendment to the budget of the Neighborhood Stabilization Program grant in the amount of \$500,000 and authorizing the purchase of up to three additional unidentified bank-owned foreclosed single family residences. This emergency ordinance is necessary due to the funding obligation deadline of September 10, 2010 imposed by the Federal Housing and Economic Recovery Act of 2008 (HERA). Failure to obligate these funds by that deadline could result in the loss of these additional funds, loss of funds already obligated, as well as penalties as defined in the Act.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2008, the Federal government passed the Housing and Economic Recovery Act (HERA), the first new legislation in a generation for housing and economic development. HERA appropriated \$3.92 billion for the Neighborhood Stabilization Program (NSP1) to support the acquisition, rehabilitation, or demolition of foreclosed and abandoned properties. The State of Colorado received a total \$53 million in NSP1 funds of which \$37.9 is directly administered by the State.

On March 30, 2009, the Community Development Department submitted an application to the Colorado Department of Local Affairs, Division of Housing for NSP1 funding for Project Rebuild. Project Rebuild will purchase and rehabilitate abandoned or foreclosed single-family properties in the City's ten eligible census tracts.

The State Housing Board approved the Project Rebuild NSP1 application on July 14, 2009. The Board awarded the City \$1,253,379.

Key NSP requirements include:

- NSP funds must be expended within 18 months of the date the State received funding (March 2009).
- A multi-year reinvestment period with a term ending March 10, 2013.
- Households purchasing properties must undergo a minimum of eight hours of HUD-approved homeownership counseling.
- 100% of all funds shall be used to serve families whose income does not exceed 120% of Area Median Income (AMI).
- 25% of all funds shall be used to serve families whose income does not exceed 50% of AMI.
- Rehabilitation Standards must be established (minimum of Housing Quality Standards and local codes, with green building and energy and water efficiency encouraged).
- Sale prices of abandoned or foreclosed homes purchased or redeveloped and sold to individuals, as a primary residence, shall be equal to or less than the cost to acquire and redevelop the home.
- Purchase prices of homes can include closing costs.
- Appraisals are required on all acquisitions using NSP1 funds.
- Foreclosed homes shall be purchased at a discount of at least 1% from the current market-appraised value.
- Administrative fees up to 2% for non-Direct and reasonable developer fees to operate the NSP1 program are allowed.

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. This revised budget was requested by DOH in anticipation of redistributing unspent NSP1 funds in early July.

DOH has committed an additional \$500,000 for property acquisition. This amount will cover the cost of purchasing three more bank owned foreclosed homes. To date, Project Rebuild has acquired eight single-family vacant foreclosed properties located in the eligible census tracts with two more under contract. Rehab is almost complete on the first three properties with work to start on the next two by early July. The current NSP1 project called for the acquisition, rehab, and sale of ten (10) foreclosed single-family properties. This now can be increased up to a total of thirteen (13) properties. This additional funding will increase the total Project Rebuild budget to \$1,752,379.

FINANCIAL IMPACT

Existing Community Development staff has the required expertise to acquire foreclosed properties, provide rehabilitation, and sell the properties to eligible buyers. As approved by Council, City funds will be used to cover the rehab costs of each property. All other expenses will be covered by the

NSP1 grant. All City funds will be reimbursed through the sale of these properties. In addition, approximately \$40,000 will be reimbursed to the General Fund for administrative and general project costs.

LIST OF ATTACHMENTS

Emergency Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 23
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING A STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS NEIGHBORHOOD STABILIZATION PROGRAM (NSP1) GRANT BUDGET AND DECLARING AN EMERGENCY.

WHEREAS, the Housing and Economic Recovery Act (HERA) appropriated \$3.92 billion for the Neighborhood Stabilization Program (NSP1) to support the acquisition, rehabilitation, or demolition of foreclosed and abandoned properties; and

WHEREAS, the City Council of the City of Englewood, Colorado authorized the City's application for Federal funding through the Neighborhood Stabilization Program (NSP1) by the passage of Resolution 34, Series of 2009; and

WHEREAS, the Colorado State Housing Board approved the Project Rebuild NSP1 application on July 14, 2009 and awarded the City of Englewood \$1,253,379; and

WHEREAS, the City Council of the City of Englewood, Colorado authorized the execution of an intergovernmental contract for Neighborhood Stabilization Program grant funding between the Colorado Department of Local Affairs and the City of Englewood, Colorado by the passage of Ordinance No. 37, Series of 2009; and

WHEREAS, Project Rebuild will purchase and rehabilitate abandoned or foreclosed single-family properties in Englewood's ten eligible census tracts; and

WHEREAS, the City Council of the City of Englewood authorized the acquisition of ten (10) single-family vacant foreclosed properties located in the ten (10) eligible census tracts by Ordinance No. 49, Series of 2009; and

WHEREAS, the additional NSP1 grant funding from the Colorado Department of Local Affairs, Division of Housing will allow for the acquisition of up to three (3) additional single-family vacant foreclosed properties;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. An emergency is hereby declared requiring immediate passage of this Ordinance by reason of the September 10, 2010 funding obligation deadline imposed on all recipients of these funds by the federal Housing and Economic Recovery Act of 2008. Failure to obligate these funds by that deadline could result in the loss of these additional funds, loss of funds already obligated, as well as penalties as defined in the Act. Accordingly, the City Council finds and determines that an emergency exists and that the passage of this Ordinance is necessary for the immediate preservation of public property, health, peace, and safety, and said Ordinance shall be effective upon its final passage.

Section 2. The Mayor is authorized to execute the Intergovernmental Grant Agreement attached as "Attachment 1" for and on behalf of the City of Englewood, Colorado.

Section 3. Pursuant to Article V, Section 40, of the Englewood Home Rule Charter, the City Council has determined that Attachment 1, attached to this Ordinance, shall not be published because of its size. A copy is available in the office of the Englewood City Clerk.

Introduced, read in full as an Emergency Bill for an Ordinance and passed on first reading on the 6th day of July, 2010.

Published as an Emergency Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2010.

Published as an Emergency Bill for an Ordinance on the City's official website beginning on the 7th day of July, 2010 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of an Emergency Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of July, 2010.

Loucrishia A. Ellis

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS # 6488 Amendment CMS #	Encumbrance # H0NSP09308
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between City of Englewood (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Local Affairs, Division of Housing, (hereinafter called the "CDOH").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract for/to purchase, rehabilitate and resale of 13 homeownership units.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Amendment and all prior amendments thereto, if any, are modified as follows:

A. §9. of Contract, Payments to Grantee, is revised to read:

"Grantee shall be paid in the following amounts and manners, subject to return of any unexpended Grant Funds:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the Department shall be \$1,753,379.00, as determined by the Department from available funds. The Department shall reimburse Grantee for costs approved in the Grant budget, set forth in **Exhibit B**. Satisfactory performance under the terms of this Grant shall be a condition precedent to the Department's obligation to reimburse Grantee. The maximum amount of Grant Funds payable as reimbursement under this Grant, and any extension hereof, shall include all Grantee's fees, costs and expenses."

B. §1.1 of Exhibit B, Project Description, is revised to:

"The City of Englewood has been awarded an NSP grant in the amount of \$1,753,379.00 to purchase, rehabilitate, and resale 13 homeownership units. These units will be sold to households with incomes at or below 120% of Area Median Income (AMI). This Project will benefit the State by stabilizing communities through the purchase, rehabilitation and sale of abandoned or foreclosed properties. The units will be located within a Division of Housing (DOH) designated census block group(s) serving one of the areas of greatest need within the State. 30% of these funds will serve households with incomes at or below 50% of AMI. The properties will be purchased for an average discount of at least 1% from the appraised value. Homes will be rehabilitated to meet current local code and will use Energy Star appliances and upgrades

and will be sold for no more than the cost of the purchase and rehabilitation. A minimum of eight (8) hours of home buyer counseling will be provided to the potential home buyers through this activity. The City of Englewood may need to leave a portion of the NSP funding in the property as a soft second for the home buyer. In instances where NSP funding remains in the home after sale to the homeowner, the appropriate affordability period and recapture provisions will be included in the loan documents. This activity qualifies under 24 CFR 570.202 and 570.201(a)."

C. §5 of Exhibit B, Payment is revised to read:

"Payments shall be made in accordance with the provisions set forth in §9 of the Grant.

Payment Schedule. Grantee shall disburse Grant Funds received from the State within fifteen days of receipt. Excess funds shall be returned to the Department.

Payment	Amount	
Interim Payment(s)	\$1,752,379.00	Paid upon receipt of actual expense documentation and written requests from the Grantee for reimbursement of eligible approved program activities.
Final Payment	\$1,000.00	Paid upon substantial completion of the Project, provided that the Grantee has submitted, and the Department has accepted, all required reports.
Total	\$ 1,753,379.00	

D. §7. of Exhibit B, Project Budget, is revised to read:

Project Activities	Total Cost	NSP Funds	Other Funds	Other Fund Source
Property Acquisition	\$1,603,500.00	\$1,303,500.00	\$300,000.00	Developer
Appraisals	\$4,550.00		\$4,550.00	Sales Proceeds
Property Inspection / Estimates	\$3,900.00		\$3,900.00	Developer
Building Permits and Fees	\$19,500.00		\$19,500.00	Developer
Rehabilitation	\$650,000.00		\$650,000.00	Developer
Rehabilitation Contingency	\$65,000.00		\$65,000.00	Developer
Pre-Purchase Counseling	\$3,250.00		\$3,250.00	Sales Proceeds
Property Carrying Costs	\$18,000.00		\$18,000.00	Sales Proceeds
Financing Fees	\$55,000.00		\$55,000.00	Sales Proceeds
Marketing	\$130,000.00		\$130,000.00	Sales Proceeds
Legal	\$10,000.00		\$10,000.00	Sales Proceeds
Developer Fee	\$408,500.00	\$408,500.00		
Project Delivery Costs	\$55,379.00	\$5,379.00	\$50,000.00	Sales Proceeds
Start up Costs	\$6,000.00		\$6,000.00	Sales Proceeds
Other Project Activity Costs	\$100,000.00		\$100,000.00	Sales Proceeds
NSP Administration	\$100,000.00	\$350,000.00	\$65,000.00	Sales Proceeds
CDOH Final Payment	\$1,000.00	\$1,000.00		
Total	\$3,233,579.00	\$1,753,379.00	\$1,480,200.00	

E. §8.1.1 NSP Assisted Unit Identification, is revised to read:

"Grantee shall designate 13 unit(s) as NSP-assisted units. The units shall be made up of 13-three bedroom. As these units will be floating units over the period of affordability, as described in §8.1.3 below, Grantee shall ensure that the designated units will be comparable in terms of size, features, and number of bedrooms to the originally designated NSP units."

F. §8.5 of Exhibit B, Rental Project Eligible Beneficiaries, is revised to read:

"Grantee shall insure that 13 housing units shall be occupied by LMMI households whose income does not exceed the following:

Type of Units	Number of Units	Maximum income for a four-person family*
<u>NSP-Assisted Units</u>		
(5) single family units	5	≤ 50% AMI (\$37,950)
(8) single family units	8	≤ 120% AMI (\$91,080)
<u>Total Units</u>	13	

7) **START DATE**

This Amendment shall take effect on the later of its Effective Date or July 15, 2010.

8) **ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR
City of Englewood

By: James K. Woodward

Title: Mayor

*Signature

STATE OF COLORADO
Bill Ritter, Jr. GOVERNOR
Department of Local Affairs

By: _____
Susan E. Kirkpatrick, Executive Director

PRE-APPROVED FORM CONTRACT REVIEWER

By: _____
Alison A. George, Housing Programs Manager

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____

Barbara M. Casey, Controller Delegate

Date: _____

COUNCIL COMMUNICATION

Date: July 6, 2010	Agenda Item: 11 a iv	Subject: An Emergency Bill for an Ordinance for the Lease-Purchase of Energy-Saving Equipment for the City of Englewood
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has discussed energy conservation and "green" projects numerous times in the past. Council has discussed the projects identified for lease at Study Season with staff and representatives of Ameresco.

Council approved a motion approving an Energy Performance Agreement with Ameresco June 21, 2010.

RECOMMENDED ACTION

Staff recommends City Council approve the attached emergency bill for an ordinance authorizing and approving lease-purchase financing for the funding of energy conservation measures which are expected to reduce energy consumption will save enough money to pay the annual lease payments.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Council and City staff have identified energy conservation and "green" projects numerous times as a way to reduce energy use and expenditures. The City selected Ameresco to review, audit, and recommend equipment and other changes that will further the goal of reducing energy consumption and provide for more sustainable energy saving projects. Ameresco identified energy conservation measures for eleven public City buildings that will lower the use of gas, electricity, and water by at least 20 percent.

The projects identified for leasing are spread out over eleven buildings which make them difficult to identify and use as collateral so the City's bond attorney and investment advisor requested the City substitute another City asset as collateral. The asset will be leased back to the City. The asset will be identified in the lease document. Although this places the substitute collateral at some risk, it is highly unlikely the City will default on this obligation as the savings from the project are guaranteed to reduce expenditures in an amount that will pay the lease payments.

The City applied for and received notification of an award from the Governor's Energy Office of volume cap allocation for the issuance of "qualified energy conservation bonds (QECBs). This

allocation provides a federal subsidy for a significant portion of the interest costs relating to the lease-purchase authorized by this ordinance.

The City received a proposal from Shockey, Erley and Company for the private placement of the lease-purchase financing, and Stifel, Nicolaus and Company is acting as financial advisor to the City in this matter.

The amount of the lease-purchase is capped at \$1,500,000, annual payments are capped at \$175,000, the term will not exceed sixteen (16) years, and the interest rate will not exceed eight percent. City staff believes the actual amount of the project will be \$1,404,428 less utility rebates of \$117,989 for a net cost of \$1,286,439. The actual term of the lease is expected to be fifteen (15) years and the actual interest rate will be less than eight percent.

This emergency bill for an ordinance also designates the Lease Documents as a "Qualified Energy Conservation Bond" in regards to Section 54D of the Internal Revenue Code.

This bill is presented to City Council as an emergency to protect the City against unexpected interest rate changes. The City expects to close on this lease by July 23, 2010. Moving the closing up will insure estimated interest rates are preserved at their relatively low levels. The project is expected to take approximately 14 months to complete.

FINANCIAL IMPACT

This action should be "budget neutral" as the annual savings from implementing the energy saving projection should cover the cost of annual lease payments.

LIST OF ATTACHMENTS

Proposed Emergency Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010 _____

COUNCIL BILL NO. 24
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE OF THE CITY OF ENGLEWOOD AUTHORIZING AND APPROVING A LEASE-PURCHASE FINANCING FOR THE FUNDING OF ENERGY CONSERVATION MEASURES EXPECTED TO REDUCE ENERGY CONSUMPTION AND RESULT IN COST SAVINGS TO THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Englewood, Colorado (the "City"), is a home rule municipality of the State of Colorado (the "State") duly organized and operating under the Home Rule Charter of the City (the "Charter") and the constitution and laws of the State; and

WHEREAS, pursuant to Section 30 of the Charter, the City Council of the City (the "Council") has all municipal legislative powers as conferred by general law, except as provided by the Charter; and

WHEREAS, the Council has, by separate Council action, authorized and approved the execution of an Energy Performance Contract (the "EPC") between the City and Ameresco, Inc. (the "Contractor"), pursuant to which the Contractor is to sell, install and service certain energy efficiency equipment of a specified type or class described in the EPC and provide other services (collectively, the "Energy Conservation Measures"), for the purpose of achieving utility cost reductions and guaranteed energy savings all as more specifically set forth in the EPC; and

WHEREAS, the Energy Conservation Measures to be made to various public buildings of the City will lower the electrical, natural gas and water usage in the buildings and will create a cost savings to the City which is guaranteed by the Contractor as more specifically set forth in the EPC; and

WHEREAS, pursuant to the Charter and Section 31-15-101 of the Colorado Revised Statutes, the City has the power to acquire, hold, lease and dispose of property, both real and personal, and the Council desires to spread the cost of the capital improvements set forth in the EPC over a period not to exceed seventeen years; and

WHEREAS, due to varied locations and nature of the Energy Conservation Measures, a alternative asset of the City is to be substituted as the capital asset (the "Leased Property") which is to be leased by the City, the value of such asset being approximately equal to the amount necessary to finance the EPC and related costs, all as more specifically set forth in the Lease Documents (defined hereafter); and

WHEREAS, the City has applied for, and received notification of award from the Governor's Energy Office, of volume cap allocation for the issuance of "qualified energy conservation bonds" (also known as "QECBs"), which allocation will result in a federal subsidy for a significant portion of the interest costs relating to the lease-purchase financing authorized pursuant to this Ordinance; and

WHEREAS, the City has received a proposal from Hutchinson, Shockey, Erley & Co. for the private placement of the lease-purchase financing and Stifel, Nicolaus & Company, Incorporated is acting as financial advisor to the City; and

WHEREAS, the City intends to enter into a lease agreement, pursuant to which the Lease Property is to be leased to a third-party for a lump-sum rental payment to be used to finance the EPC and related costs, and a financing lease, pursuant to which the City intends to lease back the Leased Property (such lease agreement, financing lease and ancillary documents and certificates referred to as the "Lease Documents"); and

WHEREAS, pursuant to the Lease Documents, copies of which have been reviewed by City staff and made available to Council, the details of the financing are fully set forth, and the financial obligation of the City under the Lease Documents shall constitute currently budgeted expenditures of the City which are expected to be offset by the savings realized by the City from the Energy Conservation Measures; and

WHEREAS, the Council is desirous of financing the Energy Conservation Measures;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. Approval of Lease Purchase Terms. The City Council hereby approves the lease-purchase of the Leased Property for the amount not to exceed \$1,500,000, with aggregate annual payments not to exceed \$175,000 over annual terms which shall not exceed sixteen calendar years. The City Council hereby delegates to the Mayor, or in the absence thereof, the Mayor Pro Tem, the authority to determine the net effective rate for the lease-purchases, which rate shall not be in excess of 8.0% per annum and the final terms of the Lease Documents.

Section 2. Approval of Lease Documents. The Lease Documents, in substantially the form and with substantially the content presented to the City, are in all respects approved, authorized and confirmed.

Section 3. Execution and Delivery of Documents. The Mayor or, in the absence thereof, the Mayor Pro Tem is hereby authorized and directed to execute the Lease Documents, and the signature of the Mayor or Mayor Pro Tem shall conclusively determine acceptance of the final form and content of the Lease Documents and the valid execution of the Lease Documents by the City. Additionally, the Mayor, other officials and employees of the City are hereby authorized and directed to execute and deliver for and on behalf of the City any and all additional agreements, certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the financing authorized and contemplated by this Ordinance, including but not limited to an Internal Revenue Service Form 8038-TC.

Section 4. Designation of Lease-Purchase Financing as a “Qualified Energy Conservation Bond”. The City hereby elects to designate the Lease Documents as a “Qualified Energy Conservation Bond” within the meaning of Section 54D of the Internal Revenue Code of 1986, as amended.

Section 5. Declarations and Findings. The City Council hereby determines and declares that the respective rental payments under the Lease Documents (the “Rental Payments”) represent the fair value of the use of the Leased Property, and that the Purchase Price (as defined in the Lease Documents) represents the fair purchase price of the Leased Property. The City Council hereby determines and declares that the Rental Payments do not exceed a reasonable amount so as to place the City under an economic or practical compulsion to appropriate moneys to make payments under the Lease Documents or to exercise its option to purchase the Leased Property pursuant to the Lease Documents. In making such determinations, the City Council has given consideration to the current market value of the Leased Property, the cost of acquiring the Leased Property, the option of the City to purchase the Leased Property, and the expected eventual vesting of full title to the Leased Property in the City. The City Council hereby determines and declares that the duration of the Lease Documents, including all optional renewal terms, authorized under this Ordinance, does not exceed the weighted average useful life of the Leased Property. The City has received an allocation from the State during the current calendar year of authorization to issue Qualified Energy Conservation Bonds in an amount equal to not less than the aggregate principal amount authorized pursuant to this Ordinance, and has not previously issued any bonds or other obligations pursuant to such authorization. The City Council hereby determines and declares that 100% of the available proceeds under the lease financing authorized herein are to be used for the Energy Conservation Measures and related costs, which are a qualified conservation purpose.

Section 6. Obligations of the City. No provision of this Ordinance or the Lease Documents shall be construed as creating or constituting a general obligation or a multiple-fiscal year direct or indirect indebtedness or other financial obligation whatsoever of the City nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease Documents shall be in effect.

Section 7. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council or by the officers and employees of the City regarding the acquisition or lease-purchase of the Leased Property, or directed toward satisfaction of the City’s obligations under the Lease Documents, are hereby ratified, approved and confirmed.

Section 8. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 9. Repealer. All ordinances, or parts thereof, inconsistent or in conflict herewith are hereby repealed to the extent only of such inconsistency or conflict.

Section 10. Emergency Declaration and Effective Date. The QECCB allocation award by the Governor's Energy Office requires scheduled milestones which must be completed to retain such allocation. The designation of the lease-purchase financing as a QECCB will result in a federal subsidy for a significant portion of the interest costs. In order to meet the requirement that the financing be closed by August 1, 2010, an emergency is declared to exist. This Ordinance shall be effective immediately upon final passage and be published within seven days after publication following final passage.

Introduced, read in full as an Emergency Bill for an Ordinance and passed on first reading on the 6th day of July, 2010.

Published as an Emergency Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2010.

Published as an Emergency Bill for an Ordinance on the City's official website beginning on the 7th day of July, 2010 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of an Emergency Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of July, 2010.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: July 6, 2010	Agenda Item: 11 c i	Subject: Memorandum of Understanding between the City of Englewood and the Arapahoe County Amateur Radio Emergency Services, District 22
Initiated By: Englewood Office of Emergency Management		Staff Source: Steve Green, Emergency Management Coordinator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This Memorandum of Understanding supports the following Council Goals: Englewood is a progressive city that provides responsive and cost efficient services.

RECOMMENDED ACTION

Staff recommends Council adopt a resolution approving a Memorandum of Understanding between the City of Englewood and the Arapahoe County Amateur Radio Emergency Services (ARES) District 22. This MOU will allow for ARES to assist with emergency communications in the event of an emergency.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Amateur Radio Emergency Services (ARES) is sponsored by the American Radio Relay League (ARRL) to provide supplemental or emergency communications. ARES members volunteer their equipment and capabilities to the community in the event of an emergency.

The Arapahoe County ARES District 22 serves the geographic area that includes the City of Englewood. They are able to assist with weather spotting; damage assessment; communications at the scene of a disaster or emergency incident, between shelters or other locations within Arapahoe County, at special events, or in the event of widespread communications systems failures or overload.

When activated, ARES members will assist the City with information gathering and information distribution, as well as voice and data communications.

FINANCIAL IMPACT

There will be minimal expenditures for initial set-up, to maximize the capabilities of the ARES system for the City, which will be paid for using funds from the Emergency Management Performance

Grant (EMPG). Ongoing joint training and exercises will also be funded through the EMPG program. Services are provided at no cost to the City.

LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. _____
SERIES OF 2010

A RESOLUTION AUTHORIZING A "MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE AMATEUR RADIO EMERGENCY SERVICE OF ARAPAHOE COUNTY (DISTRICT 22).

WHEREAS, the Amateur Radio Emergency Services (ARES) is sponsored by the American Radio Relay League (ARRL) to provide supplemental or emergency communications; and

WHEREAS, ARES members volunteer their equipment and capabilities to the community in the event of an emergency; and

WHEREAS, the Arapahoe County ARES District 22 serves the geographic area that includes the City of Englewood; and

WHEREAS, ARES is able to assist with weather spotting; damage assessment; communications at the scene of a disaster or emergency incident, between shelters or other locations within Arapahoe County, at special events, or in the event of widespread communications systems failures or overload; and

WHEREAS, when activated, AREA members will assist the City with information gathering and information distribution, as well as voice and data communications;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby accepts and approves the "Memorandum of Understanding between the City of Englewood, Colorado and the Amateur Radio Emergency Service of Arapahoe County (District 22)," attached hereto as Exhibit A.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the memorandum of understanding for and on behalf of the City of Englewood, Colorado.

ADOPTED AND APPROVED this 6th day of July, 2010.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2010.

Loucrishia A. Ellis, City Clerk



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE AMATEUR
RADIO EMERGENCY SERVICE OF ARAPAHOE COUNTY (District 22)**

I. Purpose

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

II. Introduction to the City of Englewood, Colorado:

- a. Incorporated in 1903, Englewood is a full-service city that is centrally located within the Denver Metropolitan area.

III. 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 emergencies or disasters.
- c. Agencies that have been served by members of Colorado ARES community include: National Red Cross, National Weather Service (Skywarn), Salvation Army, Colorado Division of Emergency Management, multiple local governments (county and city), Department of Veteran's Administration and different Fire Departments. 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 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

IV. 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.

V. Amateur Radio Service call up or activation.

- a. Activating Official is defined as any member of the City of Englewood OEM authorized by the Emergency Manager of the City of Englewood Office of Emergency Management to activate ARES resources 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. All ARES resources will be allocated as needed by the established Unified Command or Incident Command on an incident involving multiple agencies.

VI. 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.

VII. Training:

- a. Members of Arapahoe County ARES District 22 spend many hours each year on training. In addition to weekly on-the-air training sessions and semi-monthly training meetings, ARES 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. City of Englewood OEM conducts monthly trainings and/or exercises/drills. Arapahoe County ARES District 22 are encouraged to attend these trainings and exercises as often as possible.
- c. All Arapahoe County ARES District 22 members are encouraged to complete designated National Incident Management System (NIMS) courses as part of their membership.

VIII. 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. The Volunteer Service Act (CRS 13-21-115.5, similar to the federal law stated above, further protects volunteers.
- b. Colorado Revised Statutes, Sections 24-32-2605, *et seq.*, and 24-32-2202 also provide limited immunity to volunteers during the course of planning, training and disaster response.
- c. Each member of Colorado ARES 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.
- d. 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 an activation.

IX. Operating Guidelines:

- a. Members of Arapahoe County ARES Districts 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. Arapahoe County ARES 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. Arapahoe County ARES 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 Arapahoe County ARES District 22 members shall be governed by the availability of equipment and member's FCC license privileges.
- f. City of Englewood Office of Emergency Management will register Arapahoe County ARES District 22 on the Qualified Volunteer Organization List Pursuant to House Bill 08-1097 - Colorado Revised Statutes §24-32-2202 *et seq.*

X. Radio Amateur Civil Emergency Service (RACES):

- a. RACES is a registered Civil Defense organization under the direct control of local and/or state officials. Under the authority of the appropriate County Emergency Manager(s), Arapahoe County ARES Districts 22 will respond and operate as a local civil preparedness group for the respective county utilizing RACES 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. When activated as RACES, the ARES District EC shall be designated as the County RACES Officer by the appropriate County Emergency Manager.

XI. Identification:

- a. Arapahoe Co ARES District 22 will provide or assist in obtaining proper documentation for each member meeting the requirements of City of Englewood's Office of Emergency Management. Arapahoe County ARES Districts 22 shall issue ID cards that will identify their members to officials during joint drills and emergency deployment. Although Arapahoe County ARES District 22 members authorize an annual background check performed by their respective county law enforcement agencies, additional checks may be performed as required for admission to sensitive areas such as a communications center or Emergency Operations Center (EOC).
- b. City of Englewood Office of Emergency Management will provide the necessary additional identification documents to assigned Arapahoe County ARES District 22 members to allow them to respond to an authorized activation.
- c. Arapahoe County ARES Districts 22 will provide the City of Englewood OEM a current list of individuals authorized to activate Arapahoe County ARES District 22 members. This list will also provide specific information needed for an appropriate response. This contact list will be distributed as the Director of City of Englewood OEM.
- d. Arapahoe County ARES Districts 22 will coordinate other recognized auxiliary and emergency communications groups when their individual resources are inadequate to meet the needs of the served agency, during an emergency or event.

XII. Summary:

- a. This Memorandum of Understanding shall take effect upon signature by an authorized official of City of Englewood Office of Emergency Management and the Arapahoe County ARES District 22 EC. This Memorandum may be amended by mutual agreement of participating 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. All parties to this agreement shall review and coordinate any revisions on an annual basis as necessary.

Dated this _____ day of _____, 2010

Mayor, City of Englewood

James K. Woodward, Mayor

Emergency Coordinator, Arapahoe County ARES District 22
