Agenda for the
Regular Meeting of the
Englewood City Council
Monday, May 4, 2015
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.

6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
   a. Sofia Montoya, an Englewood High School student, will be present to address City Council regarding the National Future Business Leaders of America competition.
   b. Police Department Community Relations Specialist Toni Arnoldy and Fire Lieutenant Steve Green, members of the Jeremy Bitner Fallen Officer Memorial Fund Board of Directors, will be present to request fee waivers for the 2015 Jeremy Bitner Fallen Officer Fund 5k/10k run and 5k walk.
   c. Emmett Reistroffer, the Founder and President of Jefferson Adams Consulting, will be present to discuss the medical marijuana ordinance.

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.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. 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.)

Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.
   a. A proclamation declaring May 16, 2015 as National Kids to Parks Day.
   b. Email from Jackie Edwards announcing her resignation from the Liquor and Medical Marijuana Licensing Authority.

9. Consent Agenda Items
   a. Approval of Ordinances on First Reading.
      i. Council Bill No. 12 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing an intergovernmental cooperation agreement with Arapahoe County related to the conduct of the Community Development Block Grant and HOME Investment Partnership for the grant year 2016 through 2018. **Staff Source: Harold Stitt, Senior Planner.**

   b. Approval of Ordinances on Second Reading.
      i. Council Bill No. 11, modifying the Englewood Municipal Code to standardize payment and reporting dates for Basic Local Exchange Services, Purchasers of Valuable Articles Licenses and Pawnbrokers and Secondhand Dealers.
      
      ii. Council Bill No. 14, authorizing the application for and acceptance of 2015 grant funding from the North Central All-Hazard Region/Urban Area Security Initiative Grant in the amount of $13,680.

      iii. Council Bill No. 15, accepting 2015 grant funding from the Colorado Office of Economic Development and International Trade for the Arapahoe County Enterprise Zone in the amount of $16,500.

      iv. Council Bill No. 16, authorizing an agreement with the Colorado Department of Education to establish Englewood as the sponsor of a Summer Meals program as part of the CHAMPS grant program.

   c. Resolutions and Motions.
      i. Recommendation from the Finance and Administrative Services Department to approve a resolution authorizing a supplemental appropriation transfer for the 2015 Budget for the Council Chambers sound improvements. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
ii. Recommendation from the Finance and Administrative Services Department to approve a resolution setting the fee for in-office processing or paper returns and license applications. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services**

10. Public Hearing Items. (None Scheduled)

11. Ordinances, Resolutions and Motions.
   a. Approval of Ordinances on First Reading.
      i. Council Bill No. 17 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing amendments to Title 16: Unified Development Code amending the regulations concerning Administrative Adjustments. Staff further requests that Council set May 18, 2015 as the Public Hearing date to gather public input on the proposed amendments. **Staff Source: Chris Neubecker, Senior Planner.**
      
      ii. Council Bill No. 18 – Recommendation from the City Manager’s Office to adopt a bill for an ordinance authorizing an intergovernmental agreement with the City and County of Denver to provide Fire Protection and EMS Services. **Staff Source: Eric Keck, City Manager.**
      
      iii. Council Bill No. 19 – Recommendation from the City Attorney’s office to adopt a bill for an ordinance authorizing revisions to the Englewood Municipal Code to coordinate with the intergovernmental agreement with the City and County of Denver for Fire and EMS Services. **Staff Source: Daniel Brotzman, City Attorney.**
      
      iv. Council Bill No. 20 – Recommendation from the City Attorney’s office to adopt a bill for an ordinance reconciling outstanding intergovernmental agreements, grants and contracts with various organizations to coordinate with the intergovernmental agreement with the City and County of Denver for Fire and EMS Services. **Staff Source: Daniel Brotzman, City Attorney.**
   
   b. Approval of Ordinances on Second Reading.
      i. Council Bill No. 13, modifying the Englewood Municipal Code limiting the number of marijuana-related establishments to those licensed on or before April 20, 2015.
   
   c. Resolutions and Motions.
      i. Recommendation from the Finance and Administrative Services Department to approve a resolution authorizing a supplemental appropriation for the 2015 Budget for a contract with Mountain States Employers Council. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
ii. Recommendation from the Finance and Administrative Services Department to approve, by motion, a professional services agreement with Mountain States Employers Council. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**

12. General Discussion.
   a. Mayor’s Choice.
      i. Service Line Warranties of America
   b. Council Members’ Choice.


15. Adjournment.
3rd Annual Jeremy Bitner Fallen Officer 5K/10K Run & Walk

On Saturday, June 20th, 2015, we will be hosting the third annual Jeremy Bitner Fallen Officer Fund 5K/10K Run & 5K Walk at Cornerstone Park in Englewood. The Run/Walk will benefit The Jeremy Bitner Fallen Officer Fund by assisting families affected by the loss of an officer while in the line-of-duty. A fun run and walk will also take place at Cornerstone Park.

Detective Jeremy Bitner lost his life after he was struck and killed by a DUI driver on May 28, 2012.

The Jeremy Bitner Fallen Officer Board 501(c)(3) respectfully ask to have the following fees waived for this event:

- **Waiver of fees**

  Tents: $991.52  
  Small Generator: $100.00  
  Tables & Chairs: $371.80  
  Show Wagon: $2,049.25  

  **Total:** $3,512.57

This course, which is certified, not only offers a scenic view of beautiful Englewood, but also the Big Dry Creek Trail and the Mary Carter Greenway. The run/walk will start and finish at Cornerstone Park, where we invite everyone to join loved ones in a celebration of life and those lost in the line-of-duty.

Vendors and children activities will begin once the run/walk is completed, and will include a day of fun-filled activities for the entire family to enjoy. There will also be a number of emergency vehicles available for touring, along with staff to answer any questions you may have.
PROCLAMATION

WHEREAS, May 16th, 2015 is the fifth National Kids to Parks Day organized and launched by the National Park Trust; and

WHEREAS, National Kids to Parks Day empowers kids and encourages families to get outdoors and visit America’s National Parks; and

WHEREAS, it is important to introduce a new generation to our National Parks because of the decline in park attendance over the last decades; and

WHEREAS, we encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, National Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, National Kids to Parks Day will broaden children’s appreciation for nature and the outdoors;

NOW THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, hereby proclaim May 16th, 2015 as:

NATIONAL KIDS TO PARKS DAY

in the City of Englewood, Colorado. I urge all of our residents to take the children in their lives to a neighborhood, State or National Park.

GIVEN under my hand and seal this 4th day of May, 2015.

Randy P. Penn, Mayor
Hi, Stephanie ~

In light of this evening's city council meeting, I feel it best if I resign my position on the Englewood Liquor and Medical Marijuana Licensing Authority. It is obvious that a "wrong" vote is a no-win situation with this council, to the point there is no point in voting at all. My resignation will free a spot for council to select someone they prefer and find more suitable for their goals. This will also alleviate any questions concerning whether I am well enough to fulfill my duties.

I have enjoyed being on the authority until council no longer supported and respected me being there. It has been an honor to serve.

Please pass this message along to city council so they may make a more-suitable selection for the space I have occupied. I have lost too much respect for some of the council members to proceed.

My resignation is effective upon its acceptance by the council, at which time I will return all materials given to me by the city in regard to the licensing position.

It has been a pleasure getting to know you a little bit, and I wish you well.

Best regards ~
Jacqueline Edwards
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION


RECOMMENDED ACTION

Staff recommends Council approve a Bill for an Ordinance authorizing the execution of a three-year Intergovernmental Cooperation Agreement (IGA) between Arapahoe County and the City of Englewood relating to the conduct of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs for program grant years 2016 through 2018.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Arapahoe County is designated as an Urban County, which entitles the County to receive Community Development Block Grant (CDBG) and HOME funds provided directly by the U. S. Department of Housing and Urban Development (HUD). These programs provide grants to improve local communities by providing decent housing, improved infrastructure, public facilities and services, and improved economic opportunities for low and moderate income persons. Funds may also be used for activities that eliminate slums or blight, or for projects that meet urgent community needs.

Arapahoe County is in the process of requalifying as an Urban County for the years 2016, 2017 and 2018. The County is required to inform each unit of general local government that it has the right to elect to be included or excluded from the Urban County. Local governments that previously entered into an IGA with Arapahoe County are being notified that the agreement will not automatically be renewed. A new IGA must be authorized to participate for program grant years 2016-2018. The IGA has been updated to include specific language referencing the HOME program requirements, but is essentially the same as prior approved cooperation agreements.

CDBG and HOME funds are allocated by statutory formula to each Urban County. The Urban County then allocates the CDBG funds to each participating jurisdiction. The local jurisdiction still must apply annually for its share of funding. Any HOME funds awarded to Arapahoe County are not automatically shared by the participating jurisdictions. The City is eligible, however, to apply separately for HOME funds through Arapahoe County as well as the State of Colorado.
Since 1992, the City of Englewood has received over $3.9 million in combined CDBG and HOME funds from Arapahoe County to support its local projects. The authorization of this IGA will allow the City to receive its share of the FY 2016 – 2018 CDBG funds as well as being able to apply for HOME funds through Arapahoe County. The funds will allow for the continuation of eligible projects such as the Handyman Program, Energy Efficient Englewood project and support for the House of Hope.

FINANCIAL IMPACT

No direct financial impact. Current Community Development staff is available to administer this agreement and any future approved projects. Staff salaries and benefits are part of the City’s in-kind contribution towards those projects. The City will generally utilize a portion of the awarded CDBG and HOME funds to partially offset the staff salaries and benefits. Exact grant amounts available for the years covered by this joint agreement are subject to federal budget approval and are thus unknown. During the previous three year agreement cycle the City received $150,000 in CDBG grant funds per year.

LIST OF ATTACHMENTS

Bill for an Ordinance
A BILL FOR

AN ORDINANCE APPROVING AND AUTHORIZING A THREE YEAR INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN ARAPAHOE COUNTY, COLORADO AND THE CITY OF ENGLEWOOD, COLORADO RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS FOR PROGRAM GRANT YEARS 2016 THROUGH 2018.

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. 39, Series of 1994, covering the City’s participation in the Arapahoe County CDBG Entitlement Program as extended by Amendment No. 3, for funding years 2004 through 2006; and

WHEREAS, the Englewood City Council passed Ordinance No. 13, Series of 2006 and that was modified by Amendment No. 1 dated February 2007 relating to participation in the Urban County Entitlement Program for CDBG and HOME funds for 2007 through 2009; and

WHEREAS, the Englewood City Council passed Ordinance No. 38, Series of 2006 authorizing Amendment No. 1 to the Urban County Entitlement Program for CDBG and HOME funds for 2007 through 2009; and

WHEREAS, the Englewood City Council passed Ordinance No. 22, Series of 2009 authorizing participation in the Urban County Entitlement Program for CDBG and HOME funds for 2010 through 2012; and

WHEREAS, the Englewood City Council passed Ordinance No. 25, Series of 2012 authorizing participation in the Urban County Entitlement Program for CDBG and HOME Funds for 2013 through 2015; and

WHEREAS, the passage of this Ordinance authorizes the execution of a three-year Intergovernmental Cooperation Agreement between Arapahoe County and Englewood relating to the conduct of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs for program grant years 2013 through 2015; and

WHEREAS, the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs incorporate funds from the U.S. Department of Housing and Urban Development (HUD).
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The attached “Intergovernmental Joint Cooperation Agreement and HOME Consortium Agreement Between Arapahoe County, Colorado and the City of Englewood, Colorado Relating To The Conduct Of Community Development Block Grant (CDBG) And Home Investment Partnerships (HOME) Program and HOME Investment Partnerships Program for program grant years 2016 through 2018” attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor and City Clerk are hereby authorized to sign and attest said Agreement for and on behalf of the City of Englewood, Colorado.

Section 3. The City Manager shall be authorized to further extend and/or amend the Intergovernmental Cooperation Agreement for the program grant years 2016 through 2018.

Introduced, read in full, and passed on first reading on the 4th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 7th day of May, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

__________________________
Randy P. Penn, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 4th day of May, 2015.

__________________________
Loucrishia A. Ellis
INTERGOVERNMENTAL JOINT COOPERATION AGREEMENT
AND HOME CONSORTIUM AGREEMENT
BETWEEN
ARAPAHOE COUNTY, COLORADO
AND
CITY OF ENGLEWOOD, COLORADO
RELATING TO THE CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND
HOME INVESTMENT PARTNERSHIPS PROGRAM
FOR GRANT YEARS 2016 THROUGH 2018

THIS AGREEMENT is entered into and shall be effective as of September 19, 2015, by and between Arapahoe County, Colorado (the “County”), a body corporate and politic of the State of Colorado, and the City of Englewood (the “City”), a municipal corporation of the State of Colorado located in Arapahoe County.

RECITALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 et seq.) (“HCDA”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs under Title I of HCDA which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”); and the Home Investment Partnerships Program (“HOME”) was enacted under Title II (42 U.S.C. 12701-12839) of the Cranston-Gonzalez National Affordable Housing Act (“NAHA”) which activities and programs are administered by HUD;

B. The primary objective of Title I of HCDA is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, and the primary objective of the HOME program is to expand the supply of decent, safe, sanitary and affordable housing for low and moderate income Americans. These objectives are to be accomplished by the federal government providing financial assistance pursuant to HCDA and NAHA in the form of Community Development Block Grant (“CDBG”) funds and HOME funds to the state and local governments to be used in the conduct and administration of housing and community development activities and projects as contemplated by the primary objectives of the CDBG and HOME Programs;

C. To implement the policies, objectives and other provision of HCDA and NAHA, HUD has issued rules and regulations governing the conduct of CDBG programs, published in 24 Code of Federal Regulations (CFR), Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county”, as defined in Section 570.3 of the regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG and HOME Programs as an urban county and also in 24 CFR, Part 92, governing the HOME program, which regulations provide that an urban county may form a consortium with a metropolitan city within the county, as outlined in Section 92.101, and that a metropolitan city that qualifies for a separate entitlement grant may be included as a part of the urban county and HOME consortium by entering into a cooperation and consortium agreement with the urban county in accordance with the requirements of the Regulations;

D. The County has heretofore qualified under the Regulations as an “urban county” and will receive CDBG and HOME funds from HUD by annual grant agreements, and the City of Centennial located in the County will receive a separate community development entitlement grant and will be included as a part of the County in its CDBG Programs and through the consortium will be able to participate in the HOME program;
In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of HCDA, revising the qualification period for urban counties by providing that the qualifications by HUD of an urban county and/or HOME consortium shall remain effective for three successive grant years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three year period of qualification, no included city or other unit of general local government may withdraw or be removed from the urban county or HOME consortium for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except in the case where a city or other unit loses its designation as a metropolitan city; however, the HOME consortium may add members during the three year qualification period at the discretion of the lead entity through the execution of a consortium agreement;

In 2015, the County is submitting to HUD the required documentation to qualify as an urban county, including the Consolidated Plan and the One Year Action Plan, pursuant to Section 570.307 of the regulations, so as to become eligible to receive annual CDBG and HOME funds for the next three Program Years from Grant Years 2016, 2017, and 2018 appropriations, and if the City approves and authorizes this agreement, an executed copy thereof will be included in the documentation for this ensuing period of qualification and, if the County qualifies, the City will thereby be included as a part of the urban county and HOME consortium and be eligible to participate in the County's CDBG and HOME Programs for the next three Program Years;

The County recognizes and understands that it does not have independent legal authority to conduct community development and housing assistance activities within the boundaries of the City and therefore, its ability to conduct the CDBG and HOME Program in the City is limited by the requirement that it must obtain permission from the City to perform activities therein, and accordingly, in order for the City to be considered a part of the urban county and HOME consortium and be included in the County's annual request to HUD for CDBG and HOME funds, it is required by the Regulations that the City and the County enter into a cooperation agreement whereby the City authorizes the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Consolidated Plan" to be submitted to HUD annually by the County to receive its annual CDBG and HOME entitlement grant;

Under general provisions of Colorado law governing contracting between governmental entities and by virtue of specific authority granted in Part 2 of Article I of Title 29, C.R.S., any two or more political subdivisions of the state may enter into agreements with one another for joint cooperative action and any one or more political subdivisions may contract with another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity or undertaking which each political subdivision entering into the contract is authorized by law to perform, and

Accordingly, the parties hereto have determined that it will be mutually beneficial and in the public interest of both parties to enter into this intergovernmental agreement regarding the conduct of the County's CDBG and HOME Programs,

THEREFORE, in consideration of the premises and cooperative actions contemplated hereunder, the parties agree as follows:

1. By entering into this intergovernmental joint cooperation agreement with the County, the City shall be included as a part of urban Arapahoe County's HOME consortium for qualification and grant calculation purposes upon the qualification by HUD of the County to receive CDBG and HOME Program entitlements as an urban county and HOME consortium for the next three successive Program Years, May 1, 2016 through April 30, 2018.

2. As required by the Consolidated Plan final rule, 24 CRF part 91, the HOME consortium is on the same program year as the urban county CDBG program, May 1 through April 30. As provided in Section
570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the next three successive grant years, May 1, 2016 through April 30, 2017, regardless of changes in its population during that period of time and the parties agree that the City may not withdraw from nor be removed from inclusion in the urban county for HUD’s grant computation purposes during the period of qualification. As provided in Section 92.101 of the Regulations, the qualification of the County as a HOME consortium shall remain effective for three successive grant years, regardless of changes in its population during that period of time and the Parties agree that the City may not withdraw from nor be removed from inclusion in the HOME consortium during the period of qualification.

3. A fully executed copy of this cooperation agreement, together with the approving resolutions of both the City and the County, shall be submitted to HUD by the County as part of its qualification documentation and the City does hereby give the County the authority to carry out CDBG and HOME Program activities and projects which will be funded from annual CDBG and HOME funds from grant years 2016, 2017, and 2018 appropriations and from any Program income generated from the expenditures of those funds.

4. The City and the County agree to, and shall cooperate in, the preparation of detailed CDBG and HOME Program activities and projects to be conducted or performed in the City during each of the three program years covered by the Agreement and these finalized activities and projects will be included in the County’s Consolidated Plan and requests for funds for those program years. The city understands and agrees, however, that the County shall have final responsibility for selecting the program activities and projects to be included in each annual grant request and project grant request and for filing the Consolidated Plan with HUD on an annual basis.

5. The parties recognize and understand that the County, as a qualified HOME recipient and urban county, will be the lead entity required to execute all grant agreements received from HUD pursuant to the County’s annual request for CDBG and HOME Program funds and that as the lead entity it assumes overall responsibility for ensuring that the consortium’s CDBG and HOME Program is carried out in compliance with the requirements of the CDBG and HOME program, including requirements concerning the Consolidated Plan. Further, the County, as lead entity, will to the extent required by HUD, be the responsible entity under such grant agreements for the overall administration and performance of the CDBG and HOME programs, including the projects and activities conducted within the City. Accordingly, the City agrees that as to all projects and activities performed or conducted in the City under any HOME or CDBG grant agreement, which includes the City, that the County shall have the ultimate supervisory and administrative control.

6. The City shall cooperate fully with the County in all CDBG and HOME Program efforts planned and performed hereunder and does hereby allow and permit the County to undertake or assist in undertaking essential community development and housing assistance activities within the City as may be approved and authorized in the County’s agreements, including the Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in undertaking, community development housing assistance activities for the CDBG and HOME Program, as they may be planned and specified in the County’s Consolidated Plan submitted annually to HUD for the three Program years specified herein and for such additional time as may be required for the expenditure of CDBG and HOME funds granted by the County for such activities.

7. The County, as the lead entity, is authorized to act in a representative capacity as the lead entity for all members of the consortium for the purposes of administering the HOME Program. The County will accept project recommendations from all HOME consortium members, but reserves the right to make final funding decisions. No project within the boundaries of the City of Englewood will be considered for inclusion in the Consolidated Plan unless first approved by the City of Englewood.

8. The HOME funds may be accessed by the City in two ways; the City may approve a project or activity, carried out by a third entity, as appropriate for the needs of the City, and endorse the application, or;
the City may originate a grant or loan request on its own behalf for an eligible project or activity. If the City applies for HOME funds itself, then the provisions in paragraph 9 apply. For example, if the City opts to create an eligible homeowners rehabilitation program, the City would be subject to the same requirements as a subrecipient, including a written agreement. If the City approves or endorses a third party application, then the City’s continuing participation in the project or activity is not required.

9. Pursuant to 24 CFR 570.501(b) and 24 CRF 92.504, the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503 and 24 CRF 92.504.

10. The City understands that pursuant to Section 570.503 and Section 92.504 of the Regulations, it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City for the three HOME and CDBG Program years covered by this cooperation agreement and that the funds designated in the County's Consolidated Plan for those projects and activities will also be funded to the City under those separate project agreements or sub-grants. Subject to the provisions of Paragraph 5 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, and will be responsible for the expenditure of the funds allocated for each such project or activity and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG and/or HOME Programs. The City also understands and agrees that it shall also comply with the requirements of Section 570.503 prior to disbursing any CDBG funds to a subrecipient of the City.

11. All HOME and/or CDBG Program funds that are approved by HUD for expenditure under the County’s grant agreements for the three Program years covered by this Agreement, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County’s Consolidated Plan and One Year Action Plan to the Consolidated Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity nor the amount allocated therefore may be changed, modified, substituted or deleted by the City with respect to any project or activity without the prior written approval of the County and the approval of HUD when that approval is required by the regulations.

12. Because the City will be included as part of the urban county and HOME consortium for the three Program Years covered by this Cooperation Agreement, it will do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD in which the City is included, and with the provisions of HCDA and NAHA and all Rules and Regulations, guidelines, circulars, and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG and HOME Programs. In addition, the City and the County shall each take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of HCDA including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Fair Housing Act, Section 109 of Title I of HCDA and other laws applicable to the conduct of the HOME and CDBG Programs. In addition, the parties hereto understand and agree that the County may not provide any HOME or CDBG funding for activities in, or in support of, the City if the City does not affirmatively further fair housing within its jurisdiction or impedes the County’s actions to comply with its fair housing certification.

13. During the period of performance of this Agreement, as provided in Paragraph 18 below, the City shall:

(a) Inform the County of any income generated by the expenditure of CDBG and/or HOME Program funds received by the City;

(b) Pay over to the County any Program Income received by the City, or retain and use that Program Income subject to, and in accordance with, the requirements and
provisions of the separate HOME or CDBG project agreements that will be entered into between the City and the County for the actual conduct of the HOME and/or CDBG Programs;

(c) Use any Program Income the City is authorized by the County to retain only for eligible activities in accordance with all HOME and CDBG Program requirements as may then apply and as will be specifically provided for in the separate project agreements between the City and the County;

(d) Keep appropriate records regarding the receipt of, use of, or disposition of all Program Income and make reports therein to the County as will be required under the separate project agreements between the City and the County, and

(e) Pay over to the County any Program Income that may be on hand in the event of close-out or change in status of the City of that may be received subsequent to the close-out or change in status as will be provided for in the separate project agreements mentioned above.

14. The separate project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG and HOME Programs, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City, in whole or in part, using CDBG and HOME Program Funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from that which was planned at the time of acquisition or improvement and this notice requirement shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG or HOME funds (less any portion thereof attributable to expenditures of non-CDBG or HOME funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program Income that is generated from the disposition or transfer of property either prior to, or subsequent to, any close-out, change of status or termination of this cooperation agreement that is applicable.

15. The City, by execution of this agreement understands that it may not apply for grants under the small cities or state CDBG Programs for appropriations for fiscal years during the period in which it is participation in the urban county’s CDBG Program; and may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation. The City may, however, apply for State and other Cities HOME funds.

16. The County may, in accordance with the applicable requirements of 24 C.F.R. Part 570, collect an administrative fee for the performance of its duties administering the CDBG program, pursuant to this agreement. In no event shall the administrative fee exceed eighteen percent (18%) of the overall annual City CDBG allocation. In the event that the County’s total actual administrative costs are less than 18% of the annual City CDBG allocation, the County shall notify the City of the amount of any unused administrative fee, and the City shall decide how to allocate or apply the unused administrative fees. The County may provide recommendations to the City regarding the use of such unused administrative fees.

17. The County may, in accordance with the applicable requirements of 24 CFR Part 92, collect an administrative fee for the performance of its duties administering the HOME program, pursuant to this agreement.
The period of performance of this Agreement shall cover three HOME and CDBG Program years consisting of the County's 1st, 2nd, and 3rd Program years from this Agreement, beginning May 1, 2016 and ending April 30, 2018. The HOME and CDBG program years are the same, as is required. As stated herein, however, the Agreement is intended to cover activities to be carried out with annual CDBG and HOME funds from grant year 2016, 2017, and 2018 appropriations and shall be and remain in full force and effect until all projects and activities approved and authorized to be performed and funded for those grant years have been completed and any program income earned has been remitted to the County or used by the City in accordance with the criteria described in paragraph 13.

The Agreement will be automatically renewed for participation for successive three-(3) year qualification periods, unless a party provides written notice to the other party that it elects not to participate in a new qualification period.

The County must notify the other party in writing of the election of its right not to participate. A copy of the notification must be sent to both the other party and the HUD Region 8 field office by the party electing not to participate. Notices and responses must be sent according to the schedule specified in HUD's HOME consortia qualification notice and the urban county qualification notice for the next qualification period.

Each party is required to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the HOME consortia qualification notice and the urban county qualification notice applicable for a subsequent three-year HOME consortia and urban county qualification period, and to submit such amendment to HUD. Failure to comply will void the automatic renewal for such qualification period.

Pursuant to the provisions of 24 C.F.R. § 507 and/or 24 C.F.R. § 91.225 the City and the City shall take all actions necessary to assure compliance with the Urban County's Certification under Section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, The Uniform Relocation Act, The American with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering Fair Housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Use of Urban County funds for activities in, or in support of, any cooperating City that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with the County's Fair Housing Certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

The County and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities and the grantee or unit of general local government that directly or indirectly receives CDBG or HOME funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Pursuant to the provisions of 24 C.F.R. § 507 and/or 24 C.F.R. § 91.225 the City has adopted and is enforcing the following policies:

(a) Prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and;
(b) Enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

23. Any changes and modifications to this Agreement shall be made in writing and shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD, if necessary, to comply with the Regulations.

23. 

(a) This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 18 hereof and, when the County has been qualified by HUD as a HOME consortium and urban county, neither the County nor the City may terminate this agreement or withdraw therefrom during that period of performance.

(b) During the three Program Years for which the County has qualified, the parties agree not to veto or otherwise obstruct the implementation of the approved Consolidated Plan during that three year period and for such additional time as may be required for the expenditure of funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each on the date specified as follows:

ARAPAHOE COUNTY, COLORADO

By: ____________________________________________
Nancy Doty,
Chair of the Board of County Commissioners

ATTEST:

By: ____________________________________________
Clerk to the Board of County Commissioners

CITY OF ENGLEWOOD, COLORADO

By: ____________________________________________
Randy P. Penn,
Mayor

Reviewed: ________________________________________
Dan Brotzman,
City Attorney

ATTEST:

By: ____________________________________________
Lourcrisha A. Ellis
City Clerk
BY AUTHORITY

ORDINANCE NO. _____  COUNCIL BILL NO. 11
SERIES OF 2015  INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE AMENDING TITLE 4, CHAPTERS 4, 5, 7, AND TITLE 5, CHAPTERS, 1,
15, 16, AND 23; OF THE ENGLEWOOD MUNICIPAL CODE 2000, STANDARDIZING DUE
DATES FOR VARIOUS REMITTANCES, ADDING PAPER FILING FEES, AND UPDATING
THE PAWN AND AUTO PAWN ORDINANCES TO ALIGN THEM WITH COLORADO
STATE STATUTES.

WHEREAS, the passage of these proposed changes to the Englewood Municipal Code will
standardize payment and reporting dates for Basic Local Exchange Services, Waste Transfer
Surcharge, Purchasers of Valuable Articles Licenses, Pawnbrokers, Secondhand Dealers,
Automobile Pawnbrokers, adding paper filing fees, effective January 1, 2016, and updating the
Pawn and Auto Pawn Ordinances to align them with Colorado State Statutes; and

WHEREAS, the original Pawnbroker and Secondhand Dealers License is based on the
Colorado Revised Statutes; and

WHEREAS, in 2004 the Colorado Revised Statutes were changed, the passage of this
proposed ordinance will align the Englewood Municipal Code with the State Statutes regarding
Pawnbrokers.

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 amends Title 4,
Chapter 4, Section 4, Subsection 7, of the Englewood Municipal Code 2000, is amended by the
addition of a new paragraph E, to read as follows:

4-4-4-7: Sales Tax Returns.

E. Beginning January 1, 2016; all license applications, returns and payments required under
this Chapter received in paper format and requiring in-office processing shall be assessed
an administrative fee to be set by resolution.

Section 2. The City Council of the City of Englewood, Colorado, hereby amends Title 4,
Chapter 5, Section 4, Subsection A, of the Englewood Municipal Code 2000, to read as follows:
4-5: ENGLEWOOD BASIC LOCAL EXCHANGE SERVICES BUSINESS AND OCCUPATION TAX*

4-5-4: Effective Date/Schedule of Payment.

A. For each Provider, the tax levied by this Chapter shall commence on August 1, 2000, or on the date the Provider first provides Basic Local Exchange Service within the City, whichever is later. The tax shall be due and payable on the last day of the month following the occurrence of the monthly liability as determined by Section 4-5-3(B). In the event a Provider's monthly liability is less than one hundred dollars ($100.00), such Provider may file the required information and may make payment for the prior three (3) months on the last day before the twentieth day of the month following the end of each calendar quarter (April, July, October and January). Returns sent by U.S. Mail shall be deemed filed on the date of the postmark. The Line Count and the amount of payment by any individual Provider shall be deemed proprietary information contained within a tax return and afforded the confidentiality associated therewith. The tax shall be due and payable on the twentieth day of the month for the preceding month or months under report. The filing frequency (Monthly, Quarterly or Annually) will follow the Sales and Use Tax License filing frequency as established. Beginning January 1, 2016 all returns and payments required under this Chapter received in paper format and requiring in-office processing shall be assessed an administrative fee to be set by resolution.

Section 3. The City Council of the City of Englewood, Colorado, hereby amends Title 4, Chapter 7, Section 7, Subsection B, the Englewood Municipal Code 2000, to read as follows:

4-7: WASTER TRANSFER SURCHARGE

4-7-7: Licenses and Reporting Procedures.

B. Reporting Procedure. Every owner, operator or person who has the duty to collect the surcharge imposed in this Chapter, must obtain, without charge, a license to collect the surcharge, and must report on forms prescribed by the License Officer such surcharges, and remit to the City the collected surcharges on or before the twentieth day of the month for the preceding month or months under report. The filing frequency (Monthly, Quarterly or Annually) will follow the Sales and Use Tax License filing frequency as established. Beginning January 1, 2016 all returns and payments required under this Chapter received in paper format and requiring in-office processing shall be assessed an administrative fee to be set by resolution.

Section 4. The City Council of the City of Englewood, Colorado, hereby amends Title 5, Chapter 1, Section 6 “Determination of License Fees and Term of License”, of the Englewood Municipal Code 2000, is amended by the addition of a new Paragraph D, to read as follows:

5-1-6: Determination of License Fees and Terms of License.

A. The City Council shall determine and set by resolution all fees required under this Title.
B. Unless otherwise specifically provided, a license shall be issued for a period not to exceed one year and shall expire on December 31 following its issuance. The Licensing Officer shall promulgate a policy regarding proration of license fees.

C. No refund of an application fee shall be made.

D. Beginning January 1, 2016, all license applications, returns and payments required under this Chapter received in paper format and requiring in-office processing shall be assessed an administrative fee to be set by resolution.

Section 5. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 15, Section 1, entitled “Definitions” of the Englewood Municipal Code 2000, to read as follows:

5-15: PAWN BROKERS AND SECONDHAND DEALERS

5-15-1: Definitions.

As used in this section, the following terms shall have the meanings indicated:

Contract for Purchase: A contract entered into between a pawnbroker and a customer pursuant to which money is advanced to the customer by the pawnbroker on the delivery of tangible personal property by the customer to the pawnbroker on the condition that the customer, for a fixed price and within a fixed period of time, not to exceed ninety (90) days to be no less than thirty (30) days, has the option to cancel the said contract, and recover from the pawnbroker the tangible personal property.

Fixed Price: The amount agreed upon to cancel a contract for purchase during the option period. Said fixed price shall not exceed:

(1) One-tenth (1/10) of the original purchase price for each month, plus the original purchase price, on amounts of fifty dollars ($50.00) or over; or

(2) One-fifth (1/5) of the original purchase price for each month, plus the original purchase price, on amounts under fifty dollars ($50.00).

Fixed Time: That period of time, not to exceed ninety (90) days to be no less than thirty (30) days, as set forth in a contract for purchase, within which the customer may exercise for an option to cancel the said contract, for purchase.

Local Law Enforcement Agency: Any marshal's office, police agency department, or sheriff's office with jurisdiction in the locality in which the customer enters into a contract for purchase or a purchase transaction.

Local Licensing Authority: Means the governing body of a municipality or city and county in any incorporated area of the state.

Option: Means the fixed time and the fixed price agreed upon by the customer and the pawnbroker in which a contract for purchase may be, but does not have to be, rescinded by the customer.
**Pawnbroker**: A person regularly engaged in the business of making contracts for purchase or purchase transactions in the course of business. This section shall not apply to secondhand dealers unless specifically adopted by another section.

**Person**: Any individual, firm, partnership, association, corporation, company, organization, group or entity of any kind.

**Police Department**: The Department of Police for the City of Englewood.

**Purchase Transaction**: Means the purchase by a pawnbroker in the course of his/her business of tangible personal property for resale, other than newly manufactured tangible personal property which has not previously been sold at retail, when such purchase does not constitute a contract for purchase.

**Secondhand Goods**: Includes any tangible personal property not sold as new and normally having been used by one or more intermediaries. Secondhand property does not include items that were sold as new and returned by the customer for exchange or refund. Secondhand property includes but is not limited to tools and electronic devices. Also, secondhand property does not include reconditioned property purchased from a wholesaler.

**Secondhand Dealer**: A person engaged in the business of buying and selling or reselling secondhand goods.

**Tangible Personal Property**: All personal property other than a choses in action, securities, or printed evidences of indebtedness, which property is deposited with or otherwise actually delivered into the possession of a pawnbroker in the course of his/her business in connection with a contract for purchase or purchase transaction.

**Section 6**: The City Council of the City of Englewood, Colorado, hereby amends Title 5, Chapter 15, Section 4 "Special Conditions and Restrictions of the License", Subsection G(12), [No changes are made to Subsection 4, Paragraphs 1 through 11, nor Paragraph 13, which remain unchanged] of the Englewood Municipal Code 2000, to read as follows:

5 – BUSINESS AND LICENSE REGULATIONS

5-15: PAWNBROKERS AND SECONDHAND DEALERS.

5-15-4: Special Conditions and Restrictions of the License.

In addition to the requirements in Chapter 1 of this Title, the following special conditions or restrictions apply:

G. **Required Acts**:

12. Every pawnbroker shall pay a fee for every transaction form submitted to the City. This fee is imposed to offset the cost of administering this license. This fee shall be determined by the City and set by resolution. This fee shall be reported on forms prescribed by the License Officer and remitted to the City on or before the twentieth day of the month for the preceding month or months under report. The filing frequency (Monthly, Quarterly or Annually) will follow the Sales and Use Tax License filing frequency as established. Beginning January 1, 2016 transaction fee forms and associated fees required under this Chapter received in
paper format and requiring in-office processing shall be assessed an administrative fee to be set by resolution.

Section 7. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 16, Section 1, entitled “Definitions” of the Englewood Municipal Code 2000, to read as follows:

5-16: AUTOMOBILE PAWN BROKERS

15-16-1: Definitions.

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

Automobile Pawnbroker: A person regularly engaged in the business of making contracts for automobile purchase transactions in the course of business. This Chapter shall not apply to new or used automobile dealers unless specifically adopted by another section.

Contract for Purchase: A contract entered into between an automobile pawnbroker and a customer pursuant to which money is advanced to the customer by the automobile pawnbroker on the delivery of tangible personal property by the customer to the automobile pawnbroker on the condition that the customer, for a fixed price and within a fixed period of time, has the option to cancel the contract, and recover from the automobile pawnbroker the tangible personal property.

Fixed Price: The amount agreed upon to cancel a contract for purchase during the option period. Said fixed price shall not exceed:

- One-tenth (1/10) of the original price for each month, plus the original purchase price, on amounts of fifty dollars ($50.00) or over; or
- One-fifth (1/5) of the original purchase price for each month, plus the original purchase price, on amounts under fifty dollars ($50.00).

Fixed Time: Means that period of time, not to exceed ninety (90) to be no less than thirty (30) days, as set forth in a contract for purchase, within which the customer may exercise an option to cancel the contract for purchase.

Local Law Enforcement Agency: Any marshal's office, police department, or sheriff's office with jurisdiction in the locality in which the customer enters into a contract for purchase or a purchase transaction.

Local Licensing Authority: Means the governing body of a municipality or city and county in any incorporated area of the state.

Option: The fixed time and the fixed price agreed upon by the customer and the automobile pawnbroker in which a contract for purchase may be, but does not have to be, rescinded by the customer.

Police Department: The Police Department for the City of Englewood.
Purchase: The purchase by an automobile pawnbroker in the course of his/her business of
tangible personal property for resale, other than newly manufactured tangible personal property
which has not previously been sold at retail, when such purchase does not constitute a contract
for purchase.

Tangible Personal Property: Means all personal property other than choses in action securities,
or printed evidences of indebtedness, which property is deposited with or otherwise actually
delivered into the possession of an automobile pawnbroker in the course of his business in
connection with a contract for purchase or purchase transaction.

Section 8. The City Council of the City of Englewood, Colorado, hereby amends Title 5, Chapter
16, Section 4 “Special Conditions and Restrictions of the License”, Subsection G, Paragraph 11, of
the Englewood Municipal Code 2000, to read as follows:

5-16: AUTOMOBILE PAWNBROKERS.

5-16-4: Special Conditions and Restrictions of the License.

In addition to the requirements in Chapter 1 of this Title, the following special conditions and
restrictions apply:

G. Required Acts:

11. Every automobile pawnbroker shall pay a fee for every transaction form submitted to
the City. This fee is imposed to offset the cost of administering this license. This fee
shall be determined by the City and set by resolution. This fee shall be reported on
forms prescribed by the License Officer and remitted to the City on or before the
twentieth day of the month for the preceding month or months under report. The
filing frequency (Monthly, Quarterly or Annually) will follow the Sales and Use Tax
License filing frequency as established. Beginning January 1, 2016 transaction fee
forms and associated fees required under this Chapter received in paper format and
requiring in-office processing shall be assessed an administrative fee to be set by
resolution.

Section 9. The City Council of the City of Englewood, Colorado, hereby amends Title 5, Chapter
23, “Purchaser of Valuable Articles” Section 4 “Special License Requirements”, Subsection C,
Paragraph 10, of the Englewood Municipal Code 2000, to read as follows:

5-23: PURCHASER OF VALUABLE ARTICLES.

5-23-4: Special License Requirements.

In addition to the requirements in Chapter 1 of this Title, the following special conditions or
restrictions apply:

C. Required Acts:

10. Every purchaser of valuable articles license holder shall pay to the City a fee for
every transaction form. This fee is imposed to offset the cost of administering this
license. This fee shall be determined by the City and set by resolution. This fee
shall be reported on forms prescribed by the License Officer and remitted to the City on or before the twentieth day of the month for the preceding month or months under report. The filing frequency (Monthly, Quarterly or Annually) will follow the Sales and Use Tax License fining frequency as established. Beginning January 1, 2016 transaction fee forms and associated fees required under this Chapter received in paper format and requiring in-office processing shall be assessed an administrative fee to be set by resolution.

Section 10. 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 11. 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 12. 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 13. 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 14. 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 20th day of April, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 23rd day of April, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 22nd day of April, 2015 for thirty (30) days.

Read by title and passed on final reading on the 4th day of May, 2015.

Published by title in the City’s official newspaper as Ordinance No. __, Series of 2015, on the 7th day of May, 2015.

Published by title on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

ATTEST:

Randy P. Penn, 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 the Ordinance passed on final reading and published by title as Ordinance No. __, Series of 2015.
AN ORDINANCE AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A NORTH CENTRAL ALL-HAZARDS REGION (UASI) GRANT.

WHEREAS, the North Central All-Hazards Region (UASI) program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach; and

WHEREAS, as a concept, Whole Community is a means by which residents, emergency management practitioners, organizational and community leaders, and government officials are involved in the process rather than the traditional approach of relying solely on government entities; and

WHEREAS, Englewood Police Department is applying for the North Central All-Hazards Region Grant and if the Grant is awarded it will provide materials and monthly trainings to Englewood citizens, businesses, and City employees related to disaster and emergency preparedness; and

WHEREAS, the North Central All-Hazards Region Grant will fund $13,680.00 for educational materials and the printing costs and postage for two citywide mailings; and

WHEREAS, the North Central All-Hazards Region Grant will require no matching funds from the City of Englewood for the federal funds.

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 authorizes the City to apply for and accept the North Central All-Hazards Region Grant Funding for the proposal attached hereto as Exhibits A.

Section 2. The Mayor is authorized to execute and accept the North Central All-Hazards Region Grant Funding for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 20th day of April, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 23rd day of April, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 22nd day of April, 2015 for thirty (30) days.

Read by title and passed on final reading on the 4th day of May, 2015.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2015, on the 7th day of May, 2015.

Published by title on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

ATTEST:

Randy P. Penn, 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 the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2015.
<table>
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<th>Project Number</th>
<th>Name</th>
<th>Agency</th>
<th>540700000</th>
<th>Matching Funds</th>
<th>Score</th>
<th>Committee</th>
<th>Phone</th>
<th>Created</th>
<th>Updated</th>
<th>Submit</th>
<th>Accepted</th>
<th>Rejected</th>
</tr>
</thead>
</table>
Form Detail

Form Name
FY 2015 SHSP/UASI Grant

Form Description
Grant Application for the FY 2015 SSGP/UASI Grant

Form Details
This is the grant application for the FY 2015 HSGP/UASI grant. The deadline to have all applications submitted will be dependent upon guidance disseminated by the Federal government. Any updates to grant guidance, policies, and deadlines will be announced through both the North Central Region and UASI Boards.

Please complete all eight sections below. Once all sections are completed, please review your application before submitting.
Basic Information

This is the Basic Information section. Please answer all of the following questions:

Committee (click here to view the NCR/UASI committee structure and POCs)
Citizen Corps
Agency Represented
Englewood Police Department

Project Manager First Name
Toni

Project Manager Last Name
Arnoldy

Project Manager Title
Community Relations

Project Manager Phone Number
303-762-2490

Project Manager E-Mail Address

Thank you for filling out the Basic Information section. Please proceed to the Project Background section.
This is the Project Background section. Please answer all of the following questions:

Provide a summary description of the project. Describe what activities will be implemented and what will be accomplished by this project.

The primary focus of this project is to prepare the community for disaster. The project will include several "Are you Ready?" classes that will include information on the sirens that are used in our city. The classes will be given on different dates and times to the Englewood Citizens, Businesses, Schools and Faith based establishments. There will also be many tables and information areas set up at local community events. The schools will be visited and offered the education on preparedness. The Englewood City Center will be given classes as well. A second project that will be part of this funding is a preparedness flyer that will go out to all Englewood Citizens and Businesses talking about the seasonal disasters and preparedness tips. The flyer will be sent to over 22,000 addresses twice a year.

Provide a summary description of the current state of this project.

This project is currently in the planning stages and trainer stages. The event dates and locations are being gathered and Volunteer instructors are being trained to assist with the events. We are also working on getting the word out the this information is available and encouraged. Currently we are getting quotes for the mailing and determining what materials are needed for the classes and community events. We intend on using our current avenues of communication, examples being the email list, the bi-monthly Englewood Citizens Newsletter and Nextdoor.com.

Provide a summary description of the objectives of this project.

The objectives of this project are as follows: Increase citizen awareness of the various risks/disasters that are possible in their area. Each Citizen is offered the opportunity to learn what preparedness is and its importance. Each Citizen and Business will be offered educational opportunities to understand how to prepare for a disaster at their home and/or business. There will be information given on the city's warning systems and how they can be informed of an emergency. Each Participant will know how to pack a kit and how to best protect themselves and loved ones in the event of a disaster.

Provide a summary description of any outcomes that will be completed prior to the award of funds.

The citizens were asked to complete a survey to gauge their interest in disaster preparedness. (98 out of 100) are interested in additional training. The citizens were asked if they are more interested in Business or Personal training. (88 out of 100) were more interested in personal preparedness. The citizens were asked about their preferred day and time to receive training. (the two highest responses were during the week either early afternoon or early evening). We plan to reach out to the schools and local faith based organizations.

Thank you for filling out the Project Background section. Please proceed to the Risk Mitigation section.
Risk Mitigation

This is the Risk Mitigation section. Please answer all of the following question:

Describe how the proposed project addresses risk within the Region. Specifically, how will the project mitigate a regional risk area or address geographic risks to terrorism and all-hazards threats?

The identified risks in our specific area are those of a HAZMAT, Railway emergency, terrorism, tornado, flood, snow and power outage. All of these risks are posed due the manufactures that are part of the city, the Railway that we have, the fact that there are major corridors that run through our city, Highly populated hospitals, terrorism and the Colorado weather that is a constant threat. This project will help the community first, be aware of the possible risks, and how they can prepare to react to the situation at hand. The project is going make the education available to help the whole community including individuals, businesses, faith-based organizations, nonprofit groups, schools and academia and all levels of government understand its risks.

Thank you for filling out the Risk Mitigation section. Please proceed to the Regional Strategy section.
Regional Strategy

This is the Regional Strategy section. Please answer all of the following questions:

Identify the Regional Homeland Security Strategy goal and objective that the project will support. Provide an explanation of how the proposed project supports the goal. *This goal is tied to the committee you selected in the Basic Information section.

Engage citizens in emergency preparedness actions, training, and volunteer opportunities by utilizing a variety of outreach channels.

Provide an explanation of how the proposed project supports the goal/objective from the <a href='http://www.ncrcolorado.org/sites/default/files/NCR_Admin_Documents/Grant_Documents/NCR%20Regional%20Strategy'>Strategy</a>.

The entire community will be offered trainings during the times and on the days that work best for them. The citizens will be contacted at outreach events and offered information on who, what, when, where and most importantly the why they should be involved with preparedness. This information will be delivered through the "Are you Ready" presentation. The schools will be offered education on the importance of preparedness both at school and at home. This will reach a large population ranging from school age kids to parents. The Englewood City Center Employees will be prepared to handle a disaster and have information available for citizens that are visiting the area. Each faith based establishment will also be contacted and offered the opportunity have an Are you Ready class. There will also be a portion added to educate on the city's sirens. This will talk about what the sirens mean and what they should do next. It will clearly inform the citizens on when the sirens are "just a test" and when the require action. The classes will be presented by the volunteers that understand the material, its importance and are engaging speakers. There will be numerous volunteer opportunities for city events and preparedness presentations.

Scenario Linkage.

THIRA Planning Scenario

Explain how the project relates to and supports one of the <a href='http://www.ncrcolorado.org/sites/default/files/NCR_Admin_Documents/Grant_Documents/Denver%20THIRA%20scenario'>THIRA planning scenarios</a> or <a href='http://ncrcolorado.org/sites/default/files/NCR_Admin_Documents/Grant_Documents/2014%20Risk%20Assessment%20planning%20scenarios'>Risk Assessment planning scenarios</a>.

The project relates to the THIRA as it has the same outputs of the process. The goal of the project is to help the whole community including individuals, businesses, faith-based organizations, non-profit groups, schools and academia and all levels of government understand its risks and estimate capability requirements. The project will address the possible risks and help the community understand what to prepare for a how. This project will be the same as the THIRA in regards to the shared goal of helping the community answer the same questions: What do we need to prepare for? What shareable resources are required in order to be prepared?

How does this project address an improvement area(s) identified at the <a href='http://www.ncrcolorado.org/sites/default/files/Strategies_Plans_and_Assessments/2014%20IPW%20Regional%20improvement%20planning%20workshop'>Regional improvement planning workshop</a>?

During the project events there will an added component to educate the citizens about the sirens that are used in our community. There will be a program developed to educate the citizens on what the warnings mean and what they need to do next. There will also be information provided to the public through the use of social media and the portion of our project that sends out mailing about what disaster season it is and the safety tips that go with them. The project will also improve the amount and level of education that is provided to the schools and faith based establishments on prevention as well as recovery.

Thank you for filling out the Regional Strategy section. Please proceed to the Budget Management/Matching Funds section.
Budget Management/Matching Funds

This Is the Budget Management/Matching Funds section. Please answer the following questions:

Please list your expenditures Click <a href='https://www.ils.dhs.gov/knowledgebase' target='_blank'>here</a> to access the AEL (authorized equipment list).

<table>
<thead>
<tr>
<th>Agency</th>
<th>Equipment</th>
<th>Catalog Number</th>
<th>Quantity</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Englewood Police Department</td>
<td>2 Table, 4 Chairs and Popup Tent</td>
<td></td>
<td>0</td>
<td>180.00</td>
</tr>
<tr>
<td>Englewood Police Department</td>
<td>Handouts and education materials for community members</td>
<td></td>
<td>0</td>
<td>1000.00</td>
</tr>
<tr>
<td>Englewood Police Department</td>
<td>Folders and binders for trainers and participants</td>
<td>500</td>
<td></td>
<td>50.00</td>
</tr>
<tr>
<td>Englewood Police Department</td>
<td>Educational Mailing</td>
<td></td>
<td></td>
<td>12000.00</td>
</tr>
<tr>
<td>Englewood Police Department</td>
<td>Class participant lanyards and id badge</td>
<td>1500</td>
<td></td>
<td>450.00</td>
</tr>
</tbody>
</table>

Please list matching funds sources (if applicable).

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Englewood Police Community Relations and volunteer time approximately 2 hours per event</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Matching Funds Percent

0.0000

Provide a budget narrative describing the overall budget request for this project and how the capability funded with this project will be sustained long term (e.g., maintenance costs, annual costs, yearly license costs, capital replacement, etc.)

Products that will be purchased with this funding will include, but not limited to: 2 tables @ approximately $40 each. 4 Chairs @ approximately $100. Lanyards and/or id badge for the participants/volunteers. approximately $450.00 for approximately 1500 pieces. Binders and Folders for trainers and participants. $50 Handouts and education materials for community members $1000 preparedness tools for the kits. A postcard mailing sent to 22,000 addresses twice a year stating the season’s risk and the safety tips. approximately $6000 per mailing. All of the materials budgeted for will be used during the classes, presentations and attend community outreach events. There will be additional education given through social media, email blasts and the budgeted mailings. When all of the items are gone, additional items will be purchased by Englewood Police or possible funds requested next cycle.

Thank you for filling out the Budget Management/Matching Funds section. Please proceed to the Core Capability section.
Core Capability

This is the Core Capability section. Please answer all of the following questions: *In order to complete this section, a committee must be selected in the Basic Information section. If the committee is changed, the primary core capability and measure will be reset.

Core Capability
Community Resilience

Measure
Community outreach efforts (events, websites, and collateral materials in both print and electronic formats) promoting pre-incident preparedness (e.g. communication plan, emergency supply kits, practice evacuation/in-place sheltering and develop psychosocial resilience) are readily available to all citizens in English and other commonly used languages, in formats easily accessible to all citizens.

Describe how the proposed project supports the selected measure.
The proposed project supports the selected measures by hosting educational campaigns and continuing education through the use of social media, mailings, websites, outreach events and scheduled seminars. All events will be open to the entire region and targeted within our city. We will encourage ongoing participation in programs such and CERT and other outreach and/or educational activities.

Secondary Core Capability (If Applicable)
Community Resilience

Secondary Measure
Programs encourage feedback measuring participants' satisfaction with the program objectives.

Describe the core capability gap that this project will address within the Region. Give specific examples linked to capability assessment tools of how the capability area will be improved through this project.

With this project we will gather feedback from the citizens on how we can improve the current program and what information they found as valuable, the level of attendance and how they can participate in exercises and other classes offered in the Region. This will be done by evaluations at the end of each scheduled class, comment forms at outreach events, digital surveys and social media, thus improving the communication gap and level of services and training to the citizens.

Current Regional Rating (see <a href='http://ncrcoolorado.org/sites/default/files/NCR_Admin_Documents/Grant_Documents/2014%20NCR%20committee%20capability%20assessment'>committee capability assessment</a>)
5.00

Projected Regional Rating
6.00

Thank you for filling out the Core Capability section. Please proceed to the Multi-Jurisdictional Collaboration section.
Multi-Jurisdictional Collaboration

This is the Multi-Jurisdictional Collaboration section. Please answer all of the following questions:

Describe how this project affects multiple jurisdictions and/or levels of government.

This project will affect the entire City of Englewood from the City Manager to the youngest of citizen and everyone in between. Englewood will continue to work with Littleton and other areas of the region to share training exercises and promote volunteerism in all areas.

What agencies will benefit from this project?

The city of Englewood and surrounding areas such as Sheridan, Denver, Littleton, Cherry Hills and others.

Describe any formal agreements in place related to this project.

N/A

Thank you for filling out the Multi-Jurisdictional Collaboration section. If you have completed entry of all sections, please review for accuracy before submitting.
AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT FROM THE STATE OF COLORADO, ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE (OEDIT) TO FUND ADMINISTRATION ACTIVITIES FOR THE ARAPAHOE COUNTY ENTERPRISE ZONE.

WHEREAS, in 1990 the City of Englewood applied to the Colorado Department of Local Affairs and was granted Enterprise Zone status for a majority of the industrially and commercially zoned property in the City of Englewood; and

WHEREAS, the City of Englewood is the administrator for the Arapahoe County Enterprise Zone for the cities of Sheridan, Littleton and Englewood; and

WHEREAS, this year the State of Colorado Economic Development Commission issued an unsolicited grant to the City of Englewood to reimburse the City for the administration of the Enterprise Zone; and

WHEREAS, the Enterprise Zone is used in the City to initiate business retention, business expansion, and business attraction activities; and

WHEREAS, the Grant and related Agreement between the State of Colorado Economic Development Commission and International Trade (OEDIT), and the City of Englewood pledges $16,500.00 in local matching funds in the form of staff time, overhead, and marketing materials to meet this obligation; and

WHEREAS, this Grant will be used for Enterprise Zone administrative activities and will reimburse the City of Englewood for staff time and expenditures.

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

Section 1. The State of Colorado, Economic Development Commission Colorado Purchase Order #PO 2015-6328 for the Grant of $16,500.00 to be used for Enterprise Zone Administrative activities, attached hereto as Exhibit A, is hereby accepted.

Introduced, read in full, and passed on first reading on the 20th day of April, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 23rd day of April, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 22nd day of April, 2015 for thirty (30) days.

Read by title and passed on final reading on the 4th day of May, 2015.

Published by title in the City’s official newspaper as Ordinance No. __, Series of 2015, on the 7th day of May, 2015.

Published by title on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

__________________________
Randy P. Penn, 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 2015.

__________________________
Loucrishia A. Ellis
OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE

Date: 1/1/2015

IMPORTANT
The PO Number must appear on all invoices, packing slips, cartons and correspondence

P.O.# 2015-6328

STATE OF COLORADO
PURCHASE ORDER

Buver: Frank Tamayo
Phone Number: 303-892-8763

Vendor Contact: Sonva Guram
Phone Number: 303-892-3804

FEIN: 84-6000583
Vendor Contact: Nancy Fenton
Phone: 303.762.2347

Purchase Requisition RQS#: 

FO.B. STATE PAYS NO FREIGHT

INSTRUCTIONS TO VENDORS:
1. If for any reason, delivery/service of this order is delayed beyond the delivery/installation date shown, please notify the agency contact named at the top left. (Right of cancellation is reserved in instances in which timely delivery is not made.)
2. All chemicals, equipment and materials must conform to the standards required by OSHA.
3. NOTE: Additional terms and conditions on reverse side.

Payment will be made by this agency

Invoice in triplicate:

OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE (OEDIT)
1625 BROADWAY, STE. 2700
DENVER, CO 80202

Ship To:
OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE (OEDIT)
1625 BROADWAY, STE. 2700
DENVER, CO 80202

Attn: Procurement Office

Delivery/Service From To:

SPECIAL INSTRUCTIONS:

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>CORE COMMODITY CODE</th>
<th>UNIT OF MEASUREMENT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL ITEM COST</th>
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<tr>
<td>001</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,500</td>
</tr>
</tbody>
</table>

1. General Description
This purchase order grants funds for local administration of the Enterprise Zone Program in calendar year 2015. Enterprise Zone administrative agencies are designated by the Economic Development Commission. This funding shall be applied to direct administrative costs for the Program including personnel, over-head, and Enterprise Zone marketing materials. A dollar-for-dollar match of the award by the Grantee for Program administration is required.

2. Definitions
B. "Enterprise Zone" and "EZ" means the Colorado Enterprise Zone program authorized under C.R.S. 39-30-101 to 112.
C. "Grantee" is Adams County Economic Development
D. "Program" means the Enterprise Zone program defined in 2.B. above.

3. Obligations
A. Grantee shall administer the Enterprise Zone Program locally, and may request reimbursement for direct administrative costs including personnel, over-head, and marketing materials.
B. Administration includes at a minimum:
   i. Pre-Certifying and Certifying all EZ tax credits using the State’s systems and/or forms,
   ii. Acting as the local resource for questions and implementation of the Program,
   iii. Managing any authorized Contribution Projects as allowed by the Statutes, and
   iv. Reporting data to the State as required.
C. Grantee must expend an equal amount from local funds as the amount requested from OEDIT.
4. Personnel
Grantee's performance hereunder shall be under the direct supervision of Nancy Fenton, an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Purchase Order.

5. Payments and Budget
A. The Grantee will be reimbursed for actual costs up to a maximum amount of $16,500 which OEDIT agrees to pay for completion of the Obligations outlined herein.
B. Grantee shall invoice OEDIT via a signed letter stating the total amount spent for Program Administration (half of which will be reimbursed under this Purchase Order. Grantee shall attach an accounting report to the letter identifying the direct Program administrative costs.
C. Grantee may submit invoices as frequently as quarterly, for expenses incurred during the calendar quarter, within 60 days following the quarter end-date. Otherwise, invoices may cover any combination of quarters in the calendar year, but must be submitted at least annually by 2/29/2016 for expenses incurred in calendar year 2015.
D. Grantee expenditures for Program administration from 1/1/2015 may be used to fulfill the required match for the award. Expenditures made following the date of the Purchase Order may be reimbursed by the State.
E. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions.

6. Remedies
Should the Obligations outlined in 3. above not be fulfilled in full, OEDIT may withhold payment in full or in part as determined by OEDIT.

7. Administrative Requirements - Accounting
A. Payee shall maintain properly segregated books to identify the work associated with this purchase order.
B. All receipts and expenditures associated with the work shall be documented in a detailed and specific manner.
C. Payee shall make and maintain accounting and financial books and records documenting its performance hereunder in a form consistent with good accounting practices.

TOTAL $16,500
BY AUTHORITY

ORDINANCE NO. ___ SERIES OF 2015
COUNCIL BILL NO. 16
INTRODUCED BY COUNCIL MEMBER GILLIT

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF COLORADO DEPARTMENT OF EDUCATION “SUMMER FOOD SERVICE PROGRAM PERMANENT AGREEMENT” TERMS FOR THE SUMMER MEALS PROGRAM AS PART OF ENGLEWOOD CHAMP GRANT PROGRAM.

WHEREAS, the Englewood City Council previously authorized the City to file an application with the City and County of Denver for a National League of Cities “Combating Hunger through Afterschool and Summer Meals Programs (CHAMPS) for a grant with the passage of Resolution No. 78, Series of 2014; and

WHEREAS, the City Council of the City of Englewood authorized the acceptance of the CHAMPS Grant with the passage of Resolution No. 85, Series of 2014; and

WHEREAS, the National League of Cities (NLC) Cities Combating Hunger Through Afterschool and Summer Meals Program (CHAMPS) grant provides for administration of meals program; and

WHEREAS, the City of Englewood is initiating a summer meals program with meals to be provided through the Colorado Department of Education of which the “Summer Food Service Program Permanent Agreement” is a requirement; and

WHEREAS, the passage of this Ordinance authorizes Englewood’s acceptance of the Colorado Department of Education “Summer Food Service Program Permanent Agreement” providing the terms for the Summer Meals Program as a part of Englewood CHAMP Grant Program.

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

Section 1. The Colorado Department of Education “Summer Food Service Program Permanent Agreement”, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is hereby authorized to sign the “Summer Food Service Program Permanent Agreement” for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 20th day of April, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 23rd day of April, 2015.
Published as a Bill for an Ordinance on the City's official website beginning on the 22nd day of April, 2015 for thirty (30) days.

Read by title and passed on final reading on the 4th day of May, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 7th day of May, 2015.

Published by title on the City's official website beginning on the 6th day of May, 2015 for thirty (30) days.

__________________________________
Randy P. Penn, 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 2015.

__________________________________
Loucrishia A. Ellis
SUMMER FOOD SERVICE PROGRAM PERMANENT AGREEMENT

I. GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Name of Sponsoring Agency:</th>
<th>Mailing Address (Street, City, State, Zip):</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Englewood</td>
<td>1000 Englewood Parkway</td>
</tr>
<tr>
<td></td>
<td>Englewood, CO 80110</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Authorized Representative:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randy Penn</td>
<td>Mayor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone (Area Code/No.)</th>
<th>Email address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(303)762-2310</td>
<td></td>
</tr>
</tbody>
</table>

II. POLICY STATEMENT FOR MEALS SERVED

THE SPONSOR ASSURES the Colorado Department of Education Office of School Nutrition that the policy herein stated will be uniformly applied and implemented for all participating child nutrition sites under its jurisdiction and that all children are served the same meals at no separate charge regardless of race, color, national origin, sex, age, or disability and that there is no discrimination in the meal service program. The sponsor agrees that no meals will be claimed unless there is adequate documentation on file to support the claim. The sponsor also agrees to establish a procedure to account for meals served.

THE SPONSOR FURTHER ASSURES the Colorado Department of Education Office of School Nutrition the sponsor’s jurisdiction which are using individual enrollment to document areas in which poor economic conditions exist and by camps or closed-enrolled sites using Income Eligibility Forms to document children’s eligibility, the standard of determining eligibility for participation in the SFSP shall be in conformity with the State Agency’s household size and income eligibility standards for free and reduced priced school meals or that case numbers are used for children from Supplemental Nutrition Assistance Program (SNAP) or for a child participating in the Food Distribution Program on Indian Reservations (FDPIR). Unless an alternate method is approved by the State Agency, the sponsor agrees to use the SFSP Income Eligibility Form supplied by the State Agency to obtain household size and income information or a master case number for SNAP or FDPIR from the households of children enrolled in SFSP. Children whose families receive SNAP, FDPIR, or TANF benefits are automatically eligible for free meals. Camps charging separately for meals will collect payments from children who must pay the full price for their meals in a manner that will not overtly identify children receiving free meals and the camp assures that there is a hearing procedure for families who want to appeal a denial of eligibility for free meals and if a family requests a hearing, the child will continue to receive free meals until a decision is made by the hearing official.

III. Civil Rights

Comply with the requirements of CR citations of 7CFR 210.23(b). The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance."

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or
retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

IV. INSTRUCTIONS

| Sign two copies and retain one copy for your files. |
| Return other copy with original signatures to: |
| Colorado Department of Education |
| Office of School Nutrition |
| 1580 Logan Street, Suite 760 |
| Denver, Colorado 80203 |

V. AGREEMENT

** PERMANENT AGREEMENT INTENTION:** Describing this agreement as “permanent” is intended solely to convey that the agreement has no predetermined expiration date and does not need to be renewed. Such agreements may be amended as necessary to ensure compliance with all federal requirements. In no way does this feature of the agreement create contractual obligations beyond those described in the agreement; nor does it preclude either party from terminating the agreement in accordance with SFSP regulations. Permanent agreements shall be terminated for cause by the State agency if the institution fails to adhere to program requirements.

In order to carry out the purpose of Section 13 of the National School Lunch Act (42 U.S.C. 1761) as amended, and the regulations governing the Summer Food Service Program issued there under 7CFR Part 225 (hereinafter referred to as the “Summer Food Service Program”), the Colorado Department of Education (hereinafter referred to as the “CDE”) and

VI. The Sponsor, whose name and address appear above, covenants and agrees as follows:

1. The sponsor shall operate a nonprofit food service during any period from May through September for children on school vacation, or at any time of the year, in the case of sponsors administering the Summer Food Service Program under a continuous school calendar system;

2. Serve meals which meet the requirements and provisions set forth in 225.16 and during times designated as meal service periods by the sponsor, and serve the same meals to all children;

3. Serve meals without cost to all children, except camps which may charge for meals served to children who are not served meals under the Summer Food Service Program;

4. Issue a free meal policy statement in accordance with 225.6(c);

5. Meet the training requirement for its administrative and site personnel as required under 225.15(d)(1);

6. Submit original claims for reimbursement within 60 calendar days of the end of the claiming month, or if a sponsor operates 10 days or fewer in the final month of operations, shall submit a combined claim for the final month and the immediate preceding month within 60 calendar days of the last day of operation, as established by the State agency and stated in 225.9(d)(3).

7. Claim reimbursement only for a type or types of meals specified in the agreement and served without charge to the children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children who meet the Summer Food Service Program’s income standards. The agreement shall specify the approved levels of meal service for the sponsor’s site if such levels are required under 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State agency;

8. In storage, preparation, and service of food, maintains proper sanitation and health standards in conformance with all applicable State and local laws and regulations;

9. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the Food Distribution Program;

10. Have access to facilities necessary for storing, preparing and service of food;

11. Maintain a financial management system prescribed by the State agency;

12. Maintain on file documentation of site visits and reviews in accordance with 225.15(d)(2) and (3);

13. Upon request, make all accounts and records pertaining to the Summer Food Service Program available to the State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of 3 years after the end of the fiscal year to which they pertain.
This agreement may be terminated upon (ten) years, or both, or if such funds, assets, or property are of a value of $100 or more, be fined not more than $25,000 or imprisoned not more than five years, or both, or if such funds, assets, or property are of a value of less than $100, shall be fined not more than $1,000 or imprisoned for not more than one year, or both.

**Termination Procedures**

This agreement may be terminated upon (ten) 10 days written notice on the part of either party hereto, and the State Agency may terminate this agreement immediately after receipt of evidence that the terms and conditions of the agreement and of the regulations governing the program have not been fully complied with by the Sponsor or found to be seriously deficient as outlined in the State Agency's Serious Deficiency Policy. Any termination or expiration of this agreement, however, shall not affect the obligation of the sponsor to maintain and retain records and to make such records available for audit.

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

**VIII. CERTIFICATION**

1. I certify that the information within the SFSP application and all related attachments is true and correct to the best of my knowledge and that the applicant named is in compliance with the audit requirements stated in 4 CFR Part 3052.

2. I understand that the information is being given in connection with the receipt of federal funds and that deliberate misrepresentation or withholding of information may subject me to prosecution under applicable State and Federal criminal statutes.

3. If the applicant operates a National Youth Sports Program (NYSP) site(s) I certify that all the NYSP sites operated by the applicant serve only children enrolled in the NYSP; and that the NYSP sites(s) comply with the Department of Health and Human Services guidelines for Income eligibility for children attending NYSP.
4. If the applicant operates a migrant site(s) I certify that all migrant sites operated by the applicant serve children of migrant worker families. If the sites(s) also serve non-migrant children, it is understood that the site must serve predominately migrant children.

5. If the applicant operates as a unit of local, municipal, county, or State government, or as a private nonprofit organization, I certify that the applicant will directly operate the SFSP in accordance with SFSP regulations 7 CFR Part 225.14(d)(3).

6. I agree to abide by the terms and conditions of the Annual SFSP Application and Permanent SFSP Agreement and Policy Statement.

**IX. SIGNATURES**

<table>
<thead>
<tr>
<th>Signature of Authorized Representative:</th>
<th>Title of Authorized Representative:</th>
<th>Date (Month/Day/Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Randy Penn, Mayor</td>
<td></td>
</tr>
<tr>
<td>Signature of Sponsor Contact:</td>
<td>Title of Sponsor Contact:</td>
<td>Date (Month/Day/Year)</td>
</tr>
<tr>
<td></td>
<td>Michael Flaherty, Deputy City Manager</td>
<td></td>
</tr>
<tr>
<td>Signature of Jane Brand:</td>
<td>CDE Office of School Nutrition Director</td>
<td>Date (Month/Day/Year)</td>
</tr>
</tbody>
</table>
COUNCIL COMMUNICATION

Date: May 4, 2015
Agenda Item: 9 c i
Subject: Resolution for a supplemental appropriation and transfer of funds for Council Chambers sound improvements

Initiated By: Finance and Administrative Services Department
Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has not discussed this supplemental appropriation or transfer specifically. Council has supported improvements to the City’s infrastructure, including the City Center Building.

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution for a supplemental appropriation and transfer to the 2015 Budget as follows:

SOURCES AND USES OF FUNDS:

GENERAL FUND:

SOURCE OF FUNDS:
Unassigned Fund Balance $10,000

USE OF FUNDS:
Transfer Out to Public Improvement Fund $10,000

PUBLIC IMPROVEMENT FUND:

SOURCE OF FUNDS:
Transfer In from the General Fund $10,000

USE OF FUNDS:
City Council Chambers Acoustic Upgrades $10,000

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The sound in the Council Chambers has not performed to expectations from the day the Civic Center opened in 2000. Earlier this year, Information Technology and Public Works staff met to explore solutions for the sound issues in Chambers. Initial changes (speakers, microphones, etc.) to the sound system were made but it was determined that additional physical changes were required to reduce the impact the hard surfaces have on sound quality, especially echoing, in Council Chambers.

Michael Hogan, Facilities and Operations Manager, solicited quotes for the purchase and installation of acoustical panels and determined Acoustic Enterprises had best product and price. The quoted price is $9,349.86. The additional $650.14 will be held as contingency.
FINANCIAL IMPACT

The General Fund's reserves will decrease of $10,000.

LIST OF ATTACHMENTS

Proposed Resolution
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION TO THE 2015 BUDGET FOR COUNCIL CHAMBERS SOUND IMPROVEMENTS.

WHEREAS, the City of Englewood is required by City Charter to ensure that expenditures do not exceed legally adopted appropriations; and

WHEREAS, the 2015 Budget was submitted and approved by the Englewood City Council on October 20, 2014; and

WHEREAS, the sound in the City Council Chambers has not performed to expectations since the Civic Center opened in 2000; and

WHEREAS, initial changes (speakers, microphones, etc.) to the sound system were made but it was determined that additional physical changes were required to reduce the impact the hard surfaces have on sound quality, especially echoing, in Council Chambers; and

WHEREAS, quotes were solicited for the purchase and installation of acoustical panels and Acoustic Enterprises had the best product and price of $9,349.86, the amount appropriated is $10,000, with the additional $650.14 held as contingency.

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

Section 1. The Budget for the General Fund and the Risk Management Fund of the City of Englewood, Colorado, is hereby amended for the year 2014, as follows:

GENERAL FUND:

SOURCE OF FUNDS:
Unassigned Fund Balance $10,000

USE OF FUNDS:
Transfer Out to Public Improvement Fund $10,000

PUBLIC IMPROVEMENT FUND:

SOURCE OF FUNDS:
Transfer In from the General Fund $10,000

USE OF FUNDS:
City Council Chambers Acoustic Upgrades $10,000
Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2015 Budget for the City of Englewood.

ADOPTED AND APPROVED this 4th day of May, 2015.

ATTEST: __________________________________________

Randy P. Penn, 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 2015.

________________________
Loucrishia A. Ellis, City Clerk
COUNCIL COMMUNICATION

Date: May 4, 2015
Agenda Item: 9 c ii
Subject: A Resolution Setting Fees for Filing “Paper” Returns and License Applications Requiring In-office Processing

Initiated By: Department of Finance and Administrative Services
Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council initially discussed the following proposed changes to Title 4 and Title 5 of the Englewood Municipal Code (EMC) at the November 17, 2014 Study Session; Council requested staff to bring the proposed changes to a future study session in early 2015. Staff revised the proposed changes and presented them at the January 26, 2015 Study Session. Council requested staff prepare and present the necessary changes as a bill for an ordinance at an upcoming Regular Council Meeting for their consideration.

At the April 20, 2015 Regular Meeting City Council approved Council Bill adding paper filing fees; the fees are set by resolution.

RECOMMENDED ACTION

Staff recommends City Council set the fee for in-office processing or paper returns and license applications at $25.00.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

With the passage of Council Bill 11, on April 20, 2015, effective January 1, 2016 the City of Englewood will institute a fee (set by resolution) for the in-office processing of paper license applications and/or tax/transaction fee remittances. This fee extends to Sales and Use Tax License Applications under Title 4 and the miscellaneous businesses license applications required under Title 5. This fee also encompasses in-office processed paper remittances and taxes due under Title 4 Chapter 4 (Sales, Use and Lodgers Tax), Chapter 5 (Basic Local Exchange Services Business and Occupation Tax) and Chapter 7 (Waste Transfer Surcharge) and transaction fee forms required to be filed under Title 5 Chapter 15 (Pawnbrokers Transaction Fee), Chapter 16 (Automobile Pawnbrokers) and Chapter 23 (Purchaser of Valuable Articles).

FINANCIAL IMPACT

Adding the paper filing fee will result in the collection of fees to offset the cost of processing, storing and shredding documents as required by the State Archivists Office. The intent of the fee is not to enhance revenues but to encourage the use of the City’s online filing and payment resources.

LIST OF ATTACHMENTS

Proposed resolution
RESOLUTION NO. ________
SERIES OF 2015

A RESOLUTION SETTING FEES FOR FILING “PAPER” REMITTANCES AND LICENSE APPLICATIONS REQUIRING IN-OFFICE PROCESSING.

WHEREAS, Title 4, Chapter 4, Section 4, Paragraph 7, Subsection E, entitled “Sales Tax Returns” of the Englewood Municipal Code establishes that the City Council sets license fees by resolution; and

WHEREAS, Title 4, Chapter 5, Section 4, Paragraph A, entitled “Effective Date/Schedule of Payment” of the Englewood Municipal Code establishes that the City Council sets license fees by resolution; and

WHEREAS, Title 4, Chapter 7, Section 7, Paragraph B, entitled “Licenses and Reporting Procedure” of the Englewood Municipal Code establishes that the City Council sets license fees by resolution; and

WHEREAS, Title 5, Chapter 1, Section 6, Paragraph D, entitled “Determination of License Fees and Terms of License” of the Englewood Municipal Code establishes that the City Council sets license fees by resolution; and

WHEREAS, Title 5, Chapter 15, Section 4, Paragraph G, Subsection 12, entitled “Required Acts” of the Englewood Municipal Code establishes that the City Council sets license fees by resolution; and

WHEREAS, Title 5, Chapter 16, Section 4, Paragraph G, Subsection 11, entitled “Required Acts” of the Englewood Municipal Code establishes that the City Council sets license fees by resolution; and

WHEREAS, Title 5, Chapter 23, Section 4, Paragraph C, Subsection 10, entitled “Required Acts” of the Englewood Municipal Code establishes that the City Council sets license fees by resolution; and

WHEREAS, with the passage of Council Bill No. 11, Series of 2015, on April 20, 2015 the City of Englewood will institute, effective January 1, 2016, an in-office paper filing fee that City Council sets by resolution; and

WHEREAS, the passage of this proposed resolution will establish fees for filing “Paper” Returns and License Applications requiring In-office processing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:
Section 1. The City Council of the City of Englewood, Colorado authorizes the following Fee to be set for In-office processing or paper remittances and license applications as follows:

In-office processing of paper remittances and license applications $ 25.00

ADOPTED AND APPROVED this 4th day of May, 2015.

ATTEST:

Randy P. Penn, 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 2015.
COUNCIL COMMUNICATION

Date: Agenda Item: Subject:
May 4, 2015 11 a i An Ordinance Adopting Amendments to Title 16 Concerning Administrative Adjustments

Initiated By: Staff Source:
Community Development Department Chris Neubecker, Senior Planner

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This item has not been previously discussed by the City Council. This issue was identified by staff as an impediment to redevelopment. The proposed changes have been reviewed by the City Manager’s office.

PREVIOUS PLANNING COMMISSION ACTION

The Planning and Zoning Commission conducted a public hearing on April 7, 2015 to consider the proposed amendments to Title 16: Unified Development Code amending the regulations concerning Administrative Adjustments. One member of the public was present and testified in support of the proposed ordinance. Following discussion, the Commission voted in favor of forwarding to City Council the proposed amendments to Chapter 2: Development Review and Approval Procedures, as presented in the attached Bill for an Ordinance.

RECOMMENDED ACTION

The Community Development Department recommends Council adopt a Bill for an Ordinance authorizing amendments to Title 16: Unified Development Code regarding Administrative Adjustments on First Reading, and setting May 18, 2015 as the date for a Public Hearing to consider testimony on the proposed amendments.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In February 2015, staff was approached by a builder about the possible redevelopment of a property in the city, including demolition of two single family homes and the construction of three new townhomes. After researching the property, staff noticed that one of the lots was platted about 14 inches narrower than most other lots along the same block. As a result, this particular lot (even when combined with the adjacent lot) would not meet the minimum lot size for three new townhomes. Also, the current code does not allow an Administrative Adjustment to the minimum lot width or minimum lot area. Additionally, under current codes, the proposed redevelopment would not be eligible for a variance because the Board may not consider a Zoning Variance application to allow additional dwelling units in residential districts above the maximum permitted by zone district standards for lot width and lot area.
The proposed ordinance would allow minor adjustments to the minimum lot size and width. Some of the key elements of this proposal include:

- Allow the City Manager or designee to make minor adjustments of up to five percent (5%) of the required minimum lot width or minimum lot area.
- Clarify that the result of the adjustment to the lot width or lot area may result in an alternate permitted use for the property.
- The result of the administrative adjustment may be an increase in the maximum development density of up to one (1) additional residential unit.
- Authorize the City Manager or designee to make administrative adjustments to front setbacks. Current codes only allow adjustments to side and rear setbacks.

No changes are proposed to the application process, or review criteria. Applicants are still required to provide a written request with a Site Improvement Plan, along with their justification for the requested adjustment.

- The adjustment must still be consistent with the Comprehensive Plan.
- The requested adjustment shall not authorize encroachments into recorded easements.
- The adjustment does not waive or reduce any building or safety codes.
- The applicant shall still provide notice to adjacent property owners of the proposed administrative adjustment.
- Appeals to approved or denied administrative adjustments can still be made to the Board of Adjustments and Appeals.

ANALYSIS

Administrative adjustments are used when the small size of the adjustment and the unlikelihood of any adverse effects on nearby properties make it unnecessary to complete a formal zoning variance. These adjustments tend to be very minor and are usually not noticeable from the street or from neighboring properties. In addition, because they are reviewed at the staff level, administrative adjustments are a much quicker to process (usually less than 7 days) than formal zoning variance (usually about 45 days).

As part of the review process, the City Manager or designee will consult with relevant departments for their input and advice. This is sometimes in the form of a Development Review Team meeting. Administrative adjustments are allowed only for zoning related codes. All other applicable codes relating to Building Division, Public Works, Traffic, Fire, Parks, Utilities and Waste Water still apply.

FINANCIAL IMPACT

There is no direct impact to the City as a result of this ordinance. Indirectly, it is anticipated that this ordinance will have a positive financial impact on the community by encouraging redevelopment of aging properties and promoting new investment. As a result of the new construction, property values are likely to increase resulting in additional tax revenue for the City. Additional building permit fees and building use taxes would also likely result from the new investment.
LIST OF ATTACHMENTS

Planning and Zoning Commission Staff Report - April 7, 2015
Planning and Zoning Commission Minutes - April 7, 2015
Planning and Zoning Commission Findings of Fact - Case No. 2015-01
Bill for an Ordinance
MEMORANDUM

TO: Planning and Zoning Commission

THROUGH: Michael Flaherty, Deputy City Manager

FROM: Chris Neubecker, Senior Planner

DATE: April 7, 2015

SUBJECT: Case 2015-01 – Public Hearing
Administrative Adjustments & Variances

Recommendations

The Community Development Department requests that the Planning and Zoning Commission review, take public testimony on, and forward to City Council a recommendation for adoption of the proposed amendments to the Unified Development Code, Title 16, Chapter 2, relating to Administrative Adjustments and Variances.

Background

Land development is subject to review and conformance with the Unified Development Code which sets development standards based on the zone district, land use, lot width and lot area. In some limited cases, development is hindered by unusual features of a property or lot which generally do not apply to other lots in the vicinity. In some of these cases, the existing Uniform Development Code regulations on Administrative Adjustments or Variances (Sections 16-2-17 and 16-2-16, respectively) will allow the City to approve an alternative design, as long as the proposed development meets the intent of the code and has no adverse effects on nearby properties.

Administrative Adjustments can be approved by the City Manager or designee (usually the Community Development Director). However, Administrative Adjustments are currently limited to very specific circumstances such as a six-inch (6") adjustment to a required three (3’) foot setback. This section of the code does not allow Administrative Adjustments to the minimum lot width or minimum lot area. Also, the Board of Adjustments and Appeals is currently prohibited from hearing a case that would result in additional residential dwelling units in residential districts above the maximum permitted by zone district standards, based on minimum lot width or lot area.

These limitations in the current code are preventing redevelopment and investment in the community in some instances. The proposed code changes would allow minor adjustments in the minimum lot width or minimum lot area, which should result in more redevelopment
and investment in the City. In some cases, approval of an Administrative Adjustment or Variance could result in an increase in the permitted maximum density of up to one (1) additional residential dwelling unit. Also, adjustments to front setbacks are proposed to be allowed, which are currently prohibited as an Administrative Adjustment.

**Analysis**

**Administrative Adjustments**

As proposed, Administrative Adjustments would be expanded to include minimum lot width and minimum lot area. These adjustments are proposed to be limited to five (5%) percent of the required minimum width or area. For example, a lot which is required to be 50 feet wide could be adjusted by 5%, and developed if it was only 47.5 feet wide. Similarly, if a lot is only 22,800 square feet, but is required to be 24,000 square feet to meet the requirement for “All Other Allowed Uses”, an Administrative Adjustment to the minimum lot area of up to 5% could be granted. These adjustments can be very helpful in cases where platted lots do not meet the typical lot dimensions in a neighborhood. This can happen when section lines do not match up, leaving some parcels or lots with odd dimensions.

Also included within the proposed code amendment is a change that would allow Administrative Adjustments to the front setbacks. The current regulations allow adjustments only to the side or rear setbacks. In some cases, there may be a need to make similar adjustments to the front setbacks. In each of these cases, an applicant will need to explain why they cannot meet the standards, and show that there are no adverse effects on nearby properties. No changes are proposed to the criteria for review of Administrative Adjustments. Notification to adjacent property owners will still be required.

**Variances**

Changes are also proposed to the variance requirements (Section 16-2-16 A5). This is necessary because appeals to administrative decisions (including Administrative Adjustments) are heard by the Board of Adjustments and Appeals. However, the current jurisdiction and scope of authority for zoning variances does not allow variances to allow additional dwelling units in residential districts above the maximum permitted by zone district standards for lot area and lot width. If a decision on an Administrative Adjustment for such a case is appealed, the Board needs the authority to hear such an appeal.

**Recommendation**

Staff recommends that the Planning & Zoning Commission review the proposed code amendments, take public testimony during a Public Hearing, and make a recommendation to City Council that the proposed code changes be adopted by ordinance.

A motion to recommend approval of the proposed code amendments to City Council is needed.

**Next Steps**

If the Planning & Zoning Commission recommends approval, we intend to move forward with first reading of an ordinance by City Council.
Attachments

Amendments to Title 16 pertaining to Administrative Adjustments and Variances
I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 7:00 p.m. in the City Council Chambers of the Englewood Civic Center, Chair Fish presiding.

Present: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley (arrived 7:05), Pittinos, Fish

Absent: None

II. APPROVAL OF MINUTES

- March 17, 2015 Minutes

Knoth moved; Bleile seconded: TO APPROVE THE MARCH 17, 2015 MINUTES

Chair Fish asked if there were any modifications or corrections. Chair Fish requested a change to the minutes to omit his comments regarding attendance and cancellation of meetings by staff.

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried, minutes are approved as amended.

III. PUBLIC HEARING CASE #2015-01 ADMINISTRATIVE ADJUSTMENTS AND VARIANCES

Knoth moved; Bleile seconded: To open the public hearing for case #2015-01 Administrative Adjustments and Variances
AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

Staff Presentation

Chris Neubecker, Senior Planner, was sworn in. Mr. Neubecker reviewed the background of the request to adopt the proposed amendment to the UDC (Unified Development Code) relating to Administrative Adjustments and Variances. Staff is requesting this amendment in order to obtain approval to administratively allow minor adjustments in the minimum lot width or minimum lot area of a property in order to facilitate redevelopment and investment in the City.

Administrative Adjustments of up to 5% would enable staff to address lots that are oddly shaped or sized due to historical plats, or township and section lines that are not consistent with the surrounding neighborhood. It would be the responsibility of the applicant to provide information to justify the adjustment and show that there are no adverse effects on nearby properties. In some cases, approval of an Administrative Adjustment could result in an increase in the permitted maximum density of up to one (1) additional dwelling unit. Notification to adjacent property owners will still be required.

Appeals of Administrative Adjustments made by the City Manager or designee are heard by the BOAA (Board of Adjustments and Appeals).

Commissioner's Comments

Mr. King asked Mr. Neubecker what the definition of a "significant impact" on adjacent properties would be. Mr. Neubecker responded that should the property owner of an adjacent lot have issue with the adjustment, they can present information to staff or the City Manager and would also be entitled to appeal to the BOAA within 30 days of the decision.

Mr. Bleile asked about the criteria staff would use to make an objective decision on a request for an Administrative Adjustment. Mr. Neubecker responded that staff would examine the requested adjustment in relation to the character of the neighborhood and factors such as size, height, parking and the rights and uses existing on the surrounding properties.

Mr. Bleile questioned how changes in staff could affect the issuance of Administrative Adjustments. Mr. Neubecker replied that staff is responsible for researching precedence to
ensure that decisions are consistent and taking into consideration the goals of the Comprehensive Plan.

Mr. Knoth asked about the cap of one additional dwelling unit. Mr. Neubecker said that increasing density is a function of the Planning and Zoning Commission. If the adjustment would increase the allowed density, staff would examine the property and the surrounding neighborhood to ensure that the adjustment would not negatively impact the neighboring properties. The zoning regulations in place would determine the maximum allowable dwelling units for the property. A maximum of one additional dwelling unit can be the result of an Administrative Adjustment.

Mr. Freemire asked what the advantage to the property owner would be with adoption of the amendment to the UDC. Mr. Neubecker replied that as the code is currently, a property owner could not be granted a variance that would result in an additional unit of density.

Chair Fish requested clarification of the possible outcomes of an Administrative Adjustment in the proposed addition to the UDC under section 16-2-17-D(2)(e)(2). Mr. Neubecker explained that the terminology includes the word “may” is used to indicate that the outcome is possible but does not affect the permitted usage of the property.

Ms. Townley asked about the order of events and if someone could request an Administrative Adjustment in order to increase the value of a property. Mr. Neubecker responded that it would be a possibility as individuals often inquire about the code regulations for a particular property before purchasing.

Public Comment

Matthew Casey, 6364-53 South Lamar Court, Littleton, was sworn in. Mr. Casey spoke in favor of the proposed amendment to the UDC. Mr. Casey is interested in developing the corner of Yale Avenue and Lincoln Street in Englewood, southwest corner. The property is 14 inches short of meeting the required minimum lot width for development of a multi-unit dwelling. He has examined the original plat of the property and determined that the original surveyor adjusted for the lot sizes on the properties at the north and south ends of the block. The original plat was recorded in the late 1800’s and in his experience, it is not uncommon to see this type of discrepancy. He encouraged the Commissioners to allow staff and the City Manager to make Administrative Adjustments.

Knoth moved; King seconded: To close the public hearing for case #2015-01 Administrative Adjustments and Variances

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Chair Fish
NAYS: None
ABSTAIN: None
ABSENT: None
Motion carried.

Knoth moved;
Bleile seconded: To approve Case #2015-01 Administrative Adjustments and Variances

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish
NAYS: None
ABSTAIN: None
ABSENT: None
Motion carried.

Comments by the Commissioners

Mr. Madrid – This is a common sense approach to streamline the process and is a tool to provide flexibility.

Mr. Bleile- Yes, this change makes development and redevelopment easier for applicants and the fact that the local area was platted over a hundred years ago and could possibly be off, not incurring additional expense for applicants

Mr. Freemire – This is a reasonable change, it streamlines the process, is not without safeguards and gives the applicant opportunity to appeal.

Mr. Brick – Concurred with Mr. Bleile and Mr. Freemire.

Mr. King - Concurred with Mr. Bleile and Mr. Freemire.

Mr. Kinton - Concurred with Mr. Bleile and Mr. Freemire.

Mr. Fish - Concurred with Mr. Bleile and Mr. Freemire and added that the proposed amendment to the UDC is consistent with the goals of the Comprehensive Plan.

IV. PUBLIC FORUM

Matthew Casey commented on the Commission’s efforts regarding Accessory Dwelling Units (ADUs) and encouraged the Commissioners to continue pursuing the subject to increase flexibility for development options. He spoke about the advantages of vacating lot lines to increase lot size and create the opportunity for developers to build larger homes.

V. ELECTION OF OFFICERS
Chair Fish reviewed the history of the Commission with regards to election of officers. It is the purview of the Commission as to how long the Chair and Vice Chair serve in those positions. Discussion regarding the history of the Commission continued.

Chair Fish opened the floor to nominations for Chair and Vice Chair.

Mr. Bleile nominated Mr. King for the position of Chair.
Mr. Brick nominated Mr. Fish for the position of Chair.

Vote for Chair: Mr. Fish - 5, Mr. King - 2, Abstain - 2

Mr. Madrid nominated Mr. King for the position of Vice Chair of the Commission, Mr. Freemire seconded.
Mr. Bleile nominated Mr. Kinton for the position of Vice Chair of the Commission.

Vote for Vice-Chair: Mr. King - 6, Mr. Kinton - 1, Abstain - 2

Mr. Brick requested staff to schedule discussion regarding elections for the January 2016 meeting.

VI. ATTORNEY’S CHOICE

Deputy City Attorney Comer did not have any comments for the Commission.

VII. STAFF’S CHOICE

Mr. Neubecker outlined options for the Commission to improve communications with City Council. Mr. Fish expressed that he would like to improve the relationship between the Commission and Council in order to more effectively collaborate on priorities for the City.

Mr. Bleile asked for the number of recommendations that have been forwarded to City Council by the Commission that have been altered prior to approval or not approved.

Mr. Neubecker outlined the upcoming schedule of meetings regarding the Comprehensive Plan.

Mr. Freemire commented that his observation is that the Commission would prefer to understand the goals of City Council for the near future and identify the milestones by which progress can be measured.

Mr. Flaherty spoke to the Commissioners about City Council and explained that City Manager Keck is working closely with them to establish a consensus on goals for the City.
Discussion continued regarding how to best work with Council and ensure that goals and objectives are met through collaboration on topics that are important to the advancement of the City.

Mr. Flaherty informed the Commissioners that the Council meeting on April 13th will include an update on the Next Steps Study, Walk and Wheel Plan and the Comprehensive Plan and encouraged the Commissioners to attend in order to hear Council’s feedback.

Mr. Neubecker referred to Englewood resident Doug Cohn’s comments at the prior meeting requesting that the Commission reclassify groups as they relate to group homes allowed in the City. The Commissioners agreed that the topic should be addressed at a future date, but is not currently a priority.

The Boards and Commission Appreciation Night will be held June 22, 2015, at the Englewood Recreation Center.

The meeting April 21, 2015, will begin at 6:00 p.m. to accommodate discussion on the Comprehensive Plan and the scheduled public hearing.

The Commissioners were provided a schedule of the upcoming meetings for the Comprehensive Plan, Next Steps Study and Walk and Wheel Master Plan.

The May 5, 2015, meeting will be a public hearing for a small lot development plan and a conditional use application for a brewery will be scheduled soon as well.

VII. COMMISSIONER’S CHOICE

Mr. Brick requested information from Mr. Flaherty on how the Commission can assist Council with budgeting and prioritizing capital projects.

Mr. Bleile expressed that he believes the decisions of the Commission should be based on data. He commented on the monthly report from Community Development and that he found it very helpful. He requested data on ordinances that were altered by Council.

Mr. Fish recapped the discussion at the previous meeting on attendance.

The meeting adjourned at 8:50 p.m.

__________________, Recording Secretary
CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #2015-01
ADMINISTRATIVE ADJUSTMENTS & VARIANCES
FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATIONS RELATING TO THE UNIFIED DEVELOPMENT CODE

INITIATED BY: Community Development Department
1000 Englewood Parkway
Englewood, CO 80110

Commission Members Present: Bleile, Brick, Fish, Freemire, King, Kinton, Knoth, Madrid, Townley
Commission Members Absent: None

This matter was heard before the City Planning and Zoning Commission on April 7, 2015, in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff. The Commission received notice of Public Hearing, the Staff Report, and a copy of the proposed amendments to Title 16 Unified Development Code which were incorporated into and made a part of the record of the Public Hearing.

After considering the statements of the witness and reviewing the pertinent documents, the members of the City Planning and Zoning Commission made the following Findings and Conclusions.

FINDINGS OF FACT

1. THAT the Public Hearing on the Unified Development Code (UDC) Title 16 Administrative Adjustments Section 16-2-17 was brought before the Planning and Zoning Commission by the Department of Community Development, a department of the City of Englewood, on April 7, 2015.

2. THAT notice of the Public Hearing was published in the Englewood Herald on March 27, 2015. Notice of the Public Hearing was on the City of Englewood website from March 18, 2015, to April 7, 2015.

3. THAT the Staff report was made part of the record.
4. THAT Staff is requesting a change in the UDC to allow up to a 5% Administrative Adjustment for those properties that are inconsistent in lot width or lot area with the surrounding properties.

5. THAT the proposed change would allow Administrative Adjustments to the front setbacks as well as the side and rear setbacks.

6. THAT the proposed change will allow Administrative Adjustments that will result in no more than one (1) additional residential dwelling unit as a result of the adjustment.

7. THAT appeals to Administrative Adjustments would be heard by the Board of Adjustments and Appeals (BOAA).

8. THAT one member of the public was in the audience and spoke in favor of the proposed ordinance.

CONCLUSIONS

1. THAT the proposed amendment to the UDC would grant the City Manager or designee authority to make minor Administrative Adjustments to properties of not more than five percent (5%) to the minimum lot width and minimum lot area to a property.

2. THAT appeals to an Administrative Adjustment made by Staff would be remedied by the Board of Adjustments and Appeals.

3. THAT there are no changes are necessary or proposed to the review criteria or notification requirements to adjacent properties.

4. THAT by granting the City Manager or designee the authority to make Administrative Adjustments of up to five percent (5%), the approval process for site development will be more efficient.

5. THAT safeguards are still in place and applicants will still have the opportunity to appeal the decision of the City Manager or designee.

6. THAT the language proposed by staff concerning variances is not necessary, and the Board of Adjustments and Appeals can still hear appeals to administrative decisions.

7. THAT the proposed changes are in conformance with Roadmap Englewood: 2003 Englewood Comprehensive Plan by supporting Redevelopment, Revitalization and Reinvention.
DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #2015-01 Administrative Adjustments and Variances should be referred to the City Council with a favorable recommendation, excluding the revisions to Section 16-2-16: Zoning Variances.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on April 7, 2015, by Knoth, seconded by Bleile, which motion states:

TO APPROVE CASE #2015-01 AMENDMENTS TO TITLE 16: UNIFIED DEVELOPMENT CODE RELATED TO ADMINISTRATIVE ADJUSTMENTS AND VARIANCES AS WRITTEN, EXCLUDING THE CHANGES TO SECTION 16-2-16 ZONING VARIANCES, BE forwarded FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Chair Fish
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

These Findings and Conclusions are effective as of the meeting on April 7, 2015.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

Ron Fish, Chair
BY AUTHORITY

ORDINANCE NO. ___
SERIES OF 2015

COUNCIL BILL NO. 17
INTRODUCED BY COUNCIL
MEMBER ____________

A BILL FOR

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE, TITLE 16, CHAPTER 2, OF THE ENGLEWOOD MUNICIPAL CODE 2000, RELATING TO ADMINISTRATIVE ADJUSTMENTS.

WHEREAS, land development is subject to review and conformance with the Unified Development Code which sets development standards based on the zone district, land use, lot width and lot area; and

WHEREAS, in some limited cases, development is hindered by unusual features of a property or lot which generally do not apply to other lots in the vicinity; and

WHEREAS, in some of these cases, the existing Uniform Development Code regulations on Administrative Adjustments (Title 16, Chapter 2, Section 17 EMC) will allow the City to approve an alternative design, as long as the proposed development meets the intent of the Code and has no adverse effects on nearby properties; and

WHEREAS, Administrative Adjustments are currently limited to very specific circumstances such as a 6" adjustment to a required 3’ setback; and

WHEREAS, the Englewood Board of Adjustment and Appeals is prohibited from hearing a case that would result in additional residential dwelling units in residential districts above the maximum permitted by zone district standards, based on minimum lot width or lot area; and

WHEREAS, these limitations in the current Code are preventing redevelopment and investment in the community in some instances; and

WHEREAS, this ordinance would allow minor adjustments in the minimum lot width or minimum lot area, which should result in more redevelopment and investment in Englewood; and

WHEREAS, the Englewood Planning and Zoning Commission recommended these changes at their April 7, 2015 meeting.

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 authorizes the amending Title 16, Chapter 2, Section 17, Subsection D “Permitted Adjustments”, Paragraph 1, Subparagraph b; and Title 16, Chapter 2, Section 17, Subsection D, Paragraph 2, Subparagraph a, of the Englewood Municipal Code 2000 to read as follows:
16-2 DEVELOPMENT REVIEW AND APPROVAL PROCEDURES

16-2-17: Administrative Adjustments.

D. Permitted Adjustments.


   a. Except when requested as a reasonable accommodation for Federal Fair Housing Act ("FFHA") purposes, a request for an Administrative Adjustment shall not be used to further modify a development standard that, as applied to the subject property, already qualifies as an exception to, or modification of, a generally applicable development standard required under Chapter 16-6 EMC, (Development Standards). For example, the developer of a residential project that qualifies for a special variation in the required side setback under the residential design provisions in Section 16-6-10.B EMC, cannot seek an Administrative Adjustment to further reduce the side setback allowed under the special variation.

   b. Unless specifically stated in the Scope of Authority below, the City Manager or designee shall not approve any Administrative Adjustment that results in an increase in permitted maximum development density or intensity; a change in permitted uses; an increase in building height; or a decrease in the amount of common or dedicated open space required by this Title or other City policies, standards, or regulations.

2. Scope of Authority—All Adjustments Except Reasonable Accommodations Under FFHA. An application for an Administrative Adjustment that is not related to a request for "reasonable accommodation" under the Federal Fair Housing Act may request only the following types of adjustments:

   a. Side-or-Rear Setbacks: Adjustments to any side-or-rear setback standard may be permitted as follows:

<table>
<thead>
<tr>
<th>Required Setback</th>
<th>Permitted Maximum Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 feet</td>
<td>6 inches</td>
</tr>
<tr>
<td>5 feet</td>
<td>1 foot</td>
</tr>
<tr>
<td>7 feet</td>
<td>1 foot</td>
</tr>
<tr>
<td>20 feet</td>
<td>2 feet</td>
</tr>
<tr>
<td>25 feet</td>
<td>3 feet</td>
</tr>
</tbody>
</table>

   TABLE 16-2-17.1: PERMITTED ADJUSTMENTS TO SIDE-OR-REAR SETBACKS
Section 2. The City Council of the City of Englewood, Colorado hereby authorizes the amending Title 16, Chapter 2, Section 17, Subsection D, Paragraph 2 “Scope of Authority”, by the addition of a new Subparagraph (e) entitled “Minimum Lot Width or Lot Area” of the Englewood Municipal Code 2000 to read as follows:

16-2-17: Administrative Adjustments.

D. Permitted Adjustments.

2. Scope of Authority

   e. Minimum Lot Width or Lot Area: Adjustments may be permitted to the minimum lot width or minimum lot area is the “Summary Table of Dimensional Requirements for Principal Uses and Structures” in Section 16-6-1 of this Title, subject to the following requirements:

   (1) The adjustment shall not exceed five percent (5%) of the required minimum lot width or minimum lot area; and

   (2) The adjustment in the minimum lot width or minimum lot area may result in an alternate permitted land use in the base zone district where the property is located; and

   (3) A development for which a minimum lot width or minimum lot area adjustment is granted shall not be eligible for additional variances or additional administrative adjustments based on the reduced lot width or area; and

   (4) The result of an approved adjustment may result in an increase in the maximum development density or intensity; for residential developments, the result of the administrative adjustment shall not exceed one (1) additional residential dwelling unit.

Section 3. 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 4. 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 it application to other persons or circumstances.

Section 5. 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 6. 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 7. 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 4th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 7th day of May, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

ATTEST:

Randy P. Penn, 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 4th day of May, 2015.
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The issue of how to provide Fire and EMS service within the community in the most responsible, efficacious, and financially sustainable manner has been studied by the Englewood City Council for several years. The Council has entertained a variety of different alternatives including a proposed merger with the City of Littleton and the Littleton Fire/Rescue Department. In early 2014, the City Council obtained a proposal from the South Metro Fire Rescue Authority as well as a proposal from Denver Fire.

In September of 2014, the City Council held a number of study sessions to examine the topic of fire service delivery. Comment from the membership of the Englewood Fire/Rescue Department was also heard on September 8, 2014 wherein the Department enunciated concerns with safety, training, and the condition of capital equipment. Furthermore, the Englewood Fire/Rescue Department advocated to the City Council to contract with South Metro. It was also during this meeting that the City Council authorized former Fire Chief Andy Marsh to examine how to enhance the safety, training and communications within the department. On January 14, 2015, the City Manager presented an analysis of alternatives and recommendation to contract with Denver Fire at a special study session. Council subsequently took public comment on the recommendation at their meetings on January 20 and February 2, 2015. A final summary presentation was made by the City Manager on February 9, 2015 with the City Council providing consensus direction to move forward with the negotiation of an agreement on February 17, 2015.

The goal of the City Council with this particular matter is to ensure a fiscally viable, high quality fire suppression and EMS provision agreement.

RECOMMENDED ACTION

Staff recommends Council approve a bill for an ordinance authorizing an Intergovernmental Agreement for Fire/EMS service with the City and County of Denver.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

City staff have analyzed a number of different alternative service provision vehicles for Fire and EMS service in Englewood. These range from maintaining a standalone fire department, contracting fire and EMS service, and the formulation of an authority. It was determined that contracting fire and EMS service would be the most cost efficacious manner of moving forward as well helping to ensure that the community was best served in the safest way possible.

When all of the options were analyzed with the idea that the City should look for an option that will not add to the expenses of the City as well as provide quality service, a contract with Denver Fire emerged as the best option. A synopsis of the costs of the options appears below.
<table>
<thead>
<tr>
<th>Entity</th>
<th>Base Cost</th>
<th>Personnel Cost</th>
<th>One Time Cost</th>
<th>Apparatus Cost</th>
<th>Capital Cost</th>
<th>Separation Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Englewood</td>
<td>$9,139,834</td>
<td>$378,285</td>
<td>$0</td>
<td>$2,700,000</td>
<td>$15,532,795</td>
<td>$0</td>
<td>$27,750,914</td>
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<tr>
<td>Denver</td>
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<td>$0</td>
<td>$1,191,000</td>
<td>$750,000</td>
<td>$2,305,245</td>
<td>9,895,508</td>
</tr>
<tr>
<td>South Metro</td>
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<td>$457,785</td>
<td>$504,810</td>
<td>$(1,191,000)</td>
<td>$12,198,500</td>
<td>$750,000</td>
<td>$19,482,583</td>
</tr>
</tbody>
</table>

IGA Highlights:

The version of the IGA that is before the City Council is slightly different than the original draft. This is due to the fact that the Denver Attorney’s Office put together a new form. However, the agreement largely contains all of the points as before including language stipulating the two paramedic units with two paramedics to be housed in the fire stations; a response time matrix for both fire and EMS; the stipulation that all emergent trauma patients be taken to Swedish Hospital; the stipulation that Denver Fire will provide the City of Englewood with a call analysis data report each month; the inclusion of a process for dealing with disputes including both fire and EMS personnel present to resolve any such matters should they arise; the inclusion of language concerning the adoption of the 2015 International Codes with Englewood adopting amendments of these codes over time; the rolling stock to be transferred has now been incorporated into the agreement rather than referenced by an exhibit; and an overall increase in the cost of the agreement over the 20 year period from what was originally drafted. Denver has suggested 3% annual increases rather than 1%. Key exclusions from the previous draft agreement include the removal of the Citizen Initiative Petition language as Denver is opposed to such language and the removal of the section referencing the Denver Civil Service Commission requirements.

FINANCIAL IMPACT

The fiscal impact of a contract for Fire and EMS services with the City and County of Denver will be $3,091,667 for the remainder of 2015 beginning on June 1, 2015. The proposal contemplates a 2% increase for 2016 and then a 3% increase annually beginning in 2017. The total operational expenditure for fire services over the life of the Denver contract would be $150,561,244 versus $259,642,412 were the City of Englewood to retain a standalone fire department. This does not include any capital costs for the updating or replacement of facilities which Englewood will continue to own. Exhibit E attached hereto contains the payment schedule.

LIST OF ATTACHMENTS

City Attorney’s Office Memo
Proposed Bill for an Ordinance
MEMORANDUM

TO: Mayor Penn  
Englewood City Council Members  
Eric Keck, City Manager  
Laura Herblan, Acting Fire Chief

FROM: Dan Brotzman, City At

DATE: April 24, 2015

The Englewood City Council reviewed and discussed the draft IGA (attached) at the April 6, 2015 Study Session. Council directed the City Manager and staff to proceed with negotiations. Denver re-drafted the IGA and sent a counterproposal which is attached to the Ordinance. Denver’s proposal addresses a number of previously unclarified issues but also differs from the April 6th version in several significant ways:

Over the 20 year term of the IGA payment for Denver’s services is $156,847,504 an increase of $49,881,844 over the April 6, 2015 draft.

Paragraph 18 concerning the Citizen Initiative Petition has been deleted. Denver’s position is that the contract must continue for the entire term even if the Englewood Charter is changed by the voters to require a standalone department.

4 firefighters per vehicle is addressed in paragraph 3 but that may be modified in Denver’s sole discretion.

4 minute response times for fire and ambulance are addressed in the Denver Response Standard. That standard may be modified in Denver’s sole discretion.

Paragraph 5 shows that 2 ambulances with 2 paramedics will be based at Englewood fire stations.

Paragraph 14.3 sets forth a process for the Englewood City Manager to review response times. But as noted above, the response times are at the sole discretion of the Denver Fire Chief.

Paragraph 5 shows Swedish as the primary hospital.

Paragraph 5 does not specifically list Denver Health as the provider of medical services. Denver Fire may decide to change the medical provider after consulting Englewood.

The new IGA requires the adoption of the 2015 international fire and building codes. Further updates are mandated within 6 months of Denver’s adopting new codes. Englewood is prohibited from adopting laws or amendments inconsistent with Denver’s various codes without obtaining Denver’s written permission. Further, Exhibit B appears to be the original Glendale procedure without the changes requested from our Community Development Department (building codes) and Fire Department. This may delay review times for Englewood residents and businesses.

Paragraph 9 shows six additional vehicles going to Denver than the Exhibit E attached to the April 6th IGA draft.
Negotiated language concerning arson and fire investigation was not incorporated. The paragraph concerning coordination with the Englewood Police is now addressed under paragraph 6.1.

Paragraph 8 eliminates the attachment from the Denver Civil Service Commission and sets forth new criteria. Englewood coordinated with FPPA to insert language protecting the firefighters ongoing pension qualifications. Such language has been deleted. Further, the language addressing Englewood’s determination to pay severance has been removed.

Utilities are now being paid by Englewood.

Denver has agreed to mutual aid but not automatic aid. Automatic aid agreements are being discontinued in Council Bill 20, 2015.

15.2 Force Majeure has been added to provide a defense to Denver for strikes and work stoppages.
INTERGOVERNMENTAL AGREEMENT TO PROVIDE FIRE PROTECTION

THIS AGREEMENT ("Agreement") is made and entered by and between THE CITY OF ENGLEWOOD, a Colorado home rule municipality located in Arapahoe County, Colorado (hereinafter "Englewood") and the CITY AND COUNTY OF DENVER, a Colorado home rule municipality (hereinafter "Denver").

RECITALS:

WHEREAS, Glendale, Englewood previously equipped and Denver currently equips high quality fire departments, providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services, emergency hazardous substances response services, and other services incidental to the protection of persons and property in their respective communities; and

WHEREAS, Glendale is entirely surrounded by Denver, and they have a history of working in close harmony on matters of mutual concern; and

WHEREAS, Glendale and Denver entered into an Intergovernmental Agreement to Provide Fire Protection in December of 2004 (Denver Clerk Filing # 04-1046) ("Original IGA"); and

WHEREAS, both Glendale and Denver enjoy a significant cost saving for their citizens because Denver assumed primary responsibility for the provision of fire suppression services in Glendale, while at the same time preserving the high level of fire service each city currently enjoys; and

WHEREAS, said agreement's original term expires on May 31, 2012 and both Glendale and Denver wish to continue extending the benefits of the Original IGA to both our communities; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by section 29-1-203, C.R.S.; and

WHEREAS, the Englewood Home Rule Charter requires “Council shall provide, by ordinance, Fire, Police and Health services for the preservation of public property, health, peace, and safety, including the prevention of crimes, the apprehension of criminals, and protection of property and the rights of persons, the enforcement of laws of the State and the ordinances of the City, and such other functions as Council and the City Manager may prescribe”; and

WHEREAS, the Englewood Fire/Rescue Department is comprised of roughly 53 highly motivated, dedicated and committed staff that provide 24-hour emergency medical and fire protection throughout our community; and

WHEREAS, there are currently three shifts that cover the three fire stations with a minimum staffing level of 14 firefighters/EMT’s per shift including at least two certified firefighters/paramedics; and
WHEREAS, the Department has an engine/pumper and an ambulance at the Jefferson Station; a rescue at the Tejon Station; and an Engine/Squirt (65' aerial ladder) and an ambulance at the Acoma Station; and

WHEREAS, the City of Englewood also has a hazardous material response HAMER unit assigned to the Tejon Station; and

WHEREAS, each piece of apparatus would have four person staffing as opposed to three with Englewood Fire/Rescue; and

WHEREAS, the City Council has determined that it is too expensive to maintain a stand alone fire department; and

WHEREAS, the City Council has determined that increasing property taxes to support a stand alone fire department is not a viable long term solution; and

WHEREAS, a contract with Denver Fire would eliminate the immediate need for a property tax increase for public safety; and

WHEREAS, Englewood has received proposals from Denver, South Metro, and Littleton Fire departments to provide contract fire departments services; and

WHEREAS, the City Council had determined that Denver’s proposal is the most advantageous option; and

WHEREAS, Colorado encourages intergovernmental agreements for the provision of services and such agreements are permitted under the Englewood Home Rule Charter; and

WHEREAS, Denver will occupy utilize, and maintain two of Englewood’s fire stations, the Jefferson station and the Acoma station; and

WHEREAS, Denver Fire would not require the immediate replacement of these stations; however, the City would propose to take the portion of contract savings and make improvements to the stations as it pertains to the health of the employees and the functionality of the buildings; and

WHEREAS, the Tejon station’s area is covered by other Denver Stations; and

WHEREAS, Englewood will close the Tejon Fire Station; and

WHEREAS, Denver travel time for fire calls shall be 4 minutes or less; and

WHEREAS, the City of Denver has proposed a single contract wherein they would provide fire service and then subcontract with Denver Health for ambulance service; and

WHEREAS, Denver Fire shall contract with Denver Health to provide two (2) ambulances housed in Englewood fire stations; and

WHEREAS, Denver’s travel time for ambulance calls shall be 4 minutes or less; and
WHEREAS, Denver shall bill for ambulance transport; and

WHEREAS, Denver Health has agreed to transport all emergency trauma patients to Swedish Hospital and abide by patient request for other facilities such as Porter Hospital when conditions allow; and

WHEREAS, Englewood firefighters shall be allowed to qualify for firefighter positions under the Denver employment system which would qualify for the Colorado Fire and Police Pension Association (FPPA) pension system; and

WHEREAS, Englewood shall maintain its own Fire Marshal and inspection services using a Fire Code adopted by the Englewood City Council; and

WHEREAS, Denver Fire has an ISO2 rating which will benefit our property owners for the cities of Glendale and Sheridan; and

WHEREAS, Denver Fire has proven to be a reliable, economic, and functional alternative for the cities of Glendale and Sheridan; and

WHEREAS, local control would not be lost through an intergovernmental agreement with Denver Fire.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, it is agreed as follows:

1. PURPOSE: The purpose of this Agreement is to set forth the responsibilities of Englewood and Denver as regards to the provision of fire suppression service within Englewood from the Denver Fire Department. Among other things, this Agreement describes the parties’ obligations, with respect to personnel, property, fire and fire related services, and payment. This Agreement is not intended to and does not establish a separate governmental entity for the performance of any function. This Agreement shall supersede and replace the Original IGA, which Englewood and Denver acknowledge and agree has been satisfactorily performed to date.

2. TERM: This Agreement shall commence on the 1st day of June, 2015, and continue thereafter until the 31st day of December 31, 2035, unless earlier terminated as provided herein.

3. FIRE SUPPRESSION: Denver agrees to provide fire suppression services in Englewood, and the level of fire suppression service will equal that provided to Denver residents ("Denver Service Level"), and be substantially consistent with the “Chief’s Action Plan” attached hereto and incorporated herein as Exhibit A. The Chief’s Action Plan may be amended from time to time in Denver’s sole discretion so long as it maintains the Denver Service Level.

- Exhibit A to include 4 firefighters per truck
- Exhibit A to address equipment at each firehouse
- Exhibit to address 4 minute response time
4. FIRE PREVENTION:

4.1 FIRE PREVENTION SERVICES: Englewood reserves and will remain responsible for fire prevention services in Englewood, including without limitation the enforcement of Englewood's Building and Fire Codes, periodic fire safety inspections, and issuance of building permits and certificates of occupancy. However, Englewood agrees to cooperate and coordinate with the Denver Fire Department with respect to fire prevention activities, and the Denver Fire Department will be notified and afforded the opportunity to participate in fire prevention activities, as described in Exhibit B attached hereto and incorporated herein. Denver shall honor all mutual and automatic aid agreements Englewood has in place at the date the agreement is signed.

Education and Public Relations. Upon request, Denver will provide for and/or participate in the following types of services in Englewood:

a. Fire Safety and Education
b. Public Relations and Events
c. Juvenile Firesetter Intervention
d. Training Services
e. Emergency Management Planning

4.2 CODE MODIFICATIONS: Englewood and Denver wish to make Fire and Building Codes compatible. To that end, Glendale will, pursuant to its normal Code review and modification process, in good faith adopt the 2009 International Fire and Building Codes and shall provide Denver with a copy of the ordinance(s), if so adopted, making such modifications on or before March 31, 2012.


The City Council of Englewood shall be responsible for updating the various codes. Englewood shall consult with Denver prior to adopting or amending the Codes.

4.3 STANDPIPE VALVE THREADING. Glendale shall, at its cost and as a condition to Denver's obligation to provide fire suppression services in Glendale, change all threading on fire standpipe valve outlets to comply with Denver standards. All 1 1/4-inch standpipe hose outlet threading must be changed to the 1 1/4 threads per inch to which Denver Fire Department 1 1/4-inch hose is threaded.
Fire vehicles housed in the Jefferson and Acoma Stations shall maintain equipment based on current Englewood threading. Fire vehicles at other Denver Stations shall have adaptors on each piece of fire equipment.

5. EMERGENCY MEDICAL SERVICES: Glendale reserves and will remain responsible for emergency medical services in Glendale, including advanced life support and transport to its citizens, and shall retain all equipment and vehicles related thereto. Denver shall provide advanced life support services on a standby basis for major incidents in Glendale. The level of standby support shall be at the same level as that for similar incidents occurring in Denver. Glendale and Denver shall cooperate in insuring any needed coordination of fire and emergency medical services.

- Need to address two ambulances housed at Englewood fire stations;
- Need to address agreement to transport all emergency trauma patients to Swedish
- Need to address Englewood vehicles and equipment – Exhibit F
- Need to address 4 minute response time

6. ARSON AND FIRE INVESTIGATION: Denver shall perform all cause and origin fire investigations in Englewood, consistent with its investigative practices and procedures within Denver. Englewood Police will facilitate discussions with officials from Arapahoe County and the 18th Judicial District, and with the Department of Humane Services and the Juvenile Court system to allow Denver Fire to do social services-agencies and the juvenile court system, as necessary to allow performance by Denver of fire and arson investigations activities involving or resulting from or in the commission of a criminal act in Englewood during the period of this Agreement. Denver Fire will work in conjunction with the Englewood Police in all investigations that are suspected to be criminal in nature. Englewood Police will be responsible for arrests resulting from Denver's Fire investigation activities, and will assist the Denver Fire Department in its investigative activities as may be requested by Denver Fire. Englewood Police and Denver Fire will cooperate in establishing a means of radio communication between the Englewood Police Department and the Denver Fire Department.

7. EMERGENCY NOTIFICATION AND DISPATCH SERVICES: Englewood will provide for dispatch services for all emergency 9-1-1 calls. Fire-related calls will be immediately dispatched to the Denver Fire Department dispatchers by Englewood dispatchers, through a “Tandem Transfer” of the Automatic Number Identification and Automatic Location Identification received by the Englewood dispatcher(s). Englewood, in conjunction with its 911 service providers, will make any changes to its communications system necessary to expedite the transfer of “E911” information to the Denver Fire Department dispatchers, thereby minimizing any delay to the citizens.

8. FIRE STATION FACILITY: Glendale shall continue to lease to Denver, January 1, 2013 and terminating December 31, 2017, that portion of its building at 999 South Clement depicted in Exhibit C (the “Fire Station Facility”) for the sum of $1.00, pursuant to a Lease Agreement. Englewood shall lease to Denver the Jefferson and Acoma Stations in substantially the form set forth in Exhibit D hereto.
9. **PAYMENTS BY ENGLEWOOD**: For the term of this Agreement, Englewood shall pay Denver the following amounts per month based on their corresponding year, to be paid by the tenth (10th) day of each month, beginning with **June 2015** and ending December 2035, subject to annual appropriations:

<table>
<thead>
<tr>
<th>Starting Year/Month</th>
<th>Ending Year/Month</th>
<th>Monthly Amount</th>
<th>Annualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 June</td>
<td>2015 December</td>
<td>$395,833.33</td>
<td>$2,375,000</td>
</tr>
<tr>
<td>2016 January</td>
<td>2016 December</td>
<td>$395,833.33</td>
<td>$4,750,000</td>
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<tr>
<td>2017 January</td>
<td>2017 December</td>
<td>$399,792</td>
<td>$4,797,504</td>
</tr>
<tr>
<td>2018 January</td>
<td>2018 December</td>
<td>$403,790</td>
<td>$4,845,480</td>
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<tr>
<td>2019 January</td>
<td>2019 December</td>
<td>$407,828</td>
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<tr>
<td>2020 January</td>
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<td>$4,942,872</td>
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<td>2023 December</td>
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<td>2025 December</td>
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<td>2035 January</td>
<td>2035 December</td>
<td>$478,213</td>
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</tr>
</tbody>
</table>

(1% Increase beginning in 2017, monthly amount rounded to the nearest dollar)

If payment is not received by the fifteenth (15th) day of the month, interest shall accrue on the unpaid portion at a rate of 12% per annum.
10. **Training and Community Events.**

The Englewood Fire Department has a long tradition of servicing the community. Denver wishes to acknowledge and continue participating in such traditions such as Funfest, the 4th of July, filing the boot of MDA, the holiday parade, etc.

The City of Englewood will extend a corporate rate to Denver firefighters at the Englewood Recreation Center.

When available, Englewood will make the pool at the Recreation Center or Pirates Cove Aquatic Park available for rescue or underwater training purposes.

11. **Coordination with Englewood Police:**

- Denver Fire will assist with traffic control on accident scenes (Exhibit H).
- Denver Fire will provide a ladder truck, when available for such things as roof access or aerial crime scene photographs.
- When available Denver Health will come to the Englewood Police Department jail to perform blood draws.
- Denver Health will establish a protocol in regard to Active Shooter scenarios.

12. **JOINT ADVISORY BOARD/DISPUTE RESOLUTION:** The parties shall establish a joint advisory board for the purpose of serving as an advisor and liaison to Englewood and Denver. The joint advisory board shall consist of four members. Two of the members shall be appointed by Englewood and two of the members shall be appointed by Denver. The joint advisory board shall create an environment that encourages cooperation between Englewood and Denver in providing fire services, and shall provide input and recommendations on policies and procedures to Englewood and Denver. In addition, the members shall act as a liaison to their respective city administrations and governing bodies. The joint advisory board shall meet on an annual basis. Neither Englewood nor Denver may initiate litigation to resolve any dispute arising hereunder without first attempting to resolve the dispute by referring it to the joint advisory board.

13. **LIABILITY:** Each party to this Agreement shall be an independent contractor, and neither party or such party's agents, officers and employees shall be deemed to be an agent of the other party. Each party waives all claims and causes of action against the other party for compensation, damages, personal injury or death which may result or occur as a consequence, direct or indirect, of the performance of this Agreement. Englewood and Denver are each responsible for their own negligence and that of their agents, officers and employees to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101 et. seq. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by statute, specifically the Colorado Governmental Immunity Act, or as an assumption of any duty for the benefit of any third party.
14. **NO-PERSONNEL MODIFICATION**: 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, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pensions levels or types of training, internal discipline certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment.

**Englewood Responsibilities**

This Agreement will result in the separation of all Englewood firefighters from employment with the City of Englewood. The exception being the Fire Marshal who will be retained to perform fire prevention services as outlined in Section 4 of this Agreement. These positions shall be retained by the City of Englewood with the understanding that such services will still qualify for a Fire and Police Pension Association (FPPA) pension. Englewood firefighters shall be allowed to qualify for firefighter positions under the Denver employment system. If qualified and employed by Denver, such employment would also allow firefighters to continue service credits toward their current pension administered by the FPPA.

Due to Denver's lateral hiring provisions, Englewood firefighters transferring to Denver may experience a reduction in base salary. Englewood shall provide differential pay up to a maximum of $20,000.00 per year as detailed in the schedule below and schedule provided to Denver Fire.

The City of Englewood shall pay the differential for Englewood firefighters employed by Denver on the dates indicated by the schedule below. The actual payment of the differential shall be subject to Denver Fire's payroll schedule.

The annual base wage shall not include overtime, acting, fire investigator and merit pay. Upon separation from the City of Englewood, all annual leave, eligible "old" sick bank (paid at one hour for each two hours of sick time accrued), accrued unused holiday leave, compensatory time (up to 240 hours), and accrued unused personal leave (maximum earned is 55.76 hours) shall be paid. Such payouts shall not be included in the differential payment amount for 2015. Englewood firefighter's final pay will be by a paper check not by direct deposit.

The City of Englewood will provide Denver with a schedule indicating the maximum differential that could be paid to each firefighter depending on continuous employment with Denver Fire. A summary of the differential by Englewood Fire Department Grade is indicated by the table below:

<table>
<thead>
<tr>
<th></th>
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<td>$127,804.27</td>
<td>$66,317.86</td>
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</table>
Differential pay is allowed for Englewood firefighters employed by Denver Fire on June 1, 2015 only. Englewood firefighters who are hired by Denver Fire after June 1, 2015 will not be eligible for differential pay. The City of Englewood will not provide a differential for periods of time when firefighters are in a leave no pay status or on unpaid leave under the Family and Medical Leave Act (FMLA).

Englewood firefighters participating in a Deferred Retirement Option Program (DROP) on May 31, 2015, shall not receive a pay differential regardless of their annual pay rate with the City of Englewood. Englewood firefighters in a DROP program must affirm their status to the City of Englewood’s Retirement Administrator by May 18, 2015.

The maximum differential per firefighter shall not exceed $20,000.00 in any year; the differential will be paid semiannually based on the firefighter being employed by Denver for the entire preceding period. Differential payments to the firefighters will be determined the Denver payroll processes.

No differential payments shall be made for Englewood firefighters employed by Denver Fire after May 31, 2018.

Englewood shall maintain personnel files in accordance with its retention schedule. Firefighters may have access to their own personnel file in accordance with Englewood administrative policies while such files exist.

Englewood’s retiree health insurance stipend will only apply to firefighters retired prior to May 31, 2015. Firefighters who have entered the DROP program prior to May 17, 2015 are considered retired and eligible for Englewood’s health insurance stipend upon separation from service.

The City of Englewood provides a supplemental disability payment for firefighters incurring an occupational or total disability while employed with the City of Englewood. Only firefighters currently receiving a benefit or in the process of receiving a disability for an injury or illness while serving with Englewood Fire Department prior to May 31, 2015 shall be eligible. Any claim for a disability must have been submitted to the Fire and Police Pension Association on or before May 31, 2015 to be considered for the supplemental disability benefit.

The City of Englewood shall continue to fund and administer the Volunteer Firefighter Pension Fund.

The City of Englewood shall continue to fund and administer the provisions of the Old Hire Firefighter Pension Fund.

**Denver Responsibilities**

The City of Englewood shall provide Denver with a lump sum payment for the total amounts paid as differential pay within 30 days of the confirmation of the Englewood firefighter’s employment status with Denver. Denver shall verify and provide the City of Englewood with a certified list the employees working as full time firefighters with Denver Fire.
Firefighters shall be considered Denver employees not Intergovernmental Agreement (IGA) employees. Denver shall make the differential payment to their employee as base pay and shall include Englewood's differential in the employee's W-2. For pension purposes, the City of Denver shall inform the Fire and Police Pension Association that differential payments are pensionable wages.

The maximum lump sum differential payment for all Englewood firefighters working as full-time firefighters for Denver Fire shall not exceed $400,000.00 in any year.

Denver shall begin health and dental insurance for qualifying firefighters on June 1, 2015.

15. **NOTICES:** Any notice, demand or request pursuant to this Agreement shall be mailed or faxed to the parties at the following addresses or to such other or additional notice recipients as either party may reasonably designate:

To Denver:

Fire Department  
City and County of Denver  
745 West Colfax Avenue  
Denver, CO 80204  
Attention: Deputy Chief  
(720) 913-3438  
(720) 913-3587  (FAX) (Attn: Operations)

With a copy to:  
Denver City Attorney’s Office  
201 W. Colfax Ave., Dep’t. 1207  
Denver, CO 80202  
720 913 3180 (FAX)(Attn: Municipal Operations)

To Englewood:

City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110  
Attention: City Manager  
(303) 762-2311  
(303) 762-2408  (FAX)

With a copy to:  
City Attorney  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110

16. **TERMINATION:** Either party may terminate this Agreement by providing the other party with written notice of terms and conditions which are deemed to be in default by the party served. The party served shall have an opportunity to cure said defaults within a sixty (60) day period of receipt of the notice of default. In the event that the party served has not cured the purported default within the 60-day period, or has not made provisions for the cure of that default, this Agreement shall then terminate. Termination shall not prevent Denver from seeking
recovery, by legal means available, of any amounts due and owing by Englewood to Denver under this Agreement at the date of Termination.

17. APPROPRIATIONS: The obligations of the parties hereunder, including and without limitation the obligation of Denver to provide fire suppression services and EMS, Dispatch services in Englewood and of Englewood to make certain payments to Denver, shall extend only to monies duly appropriated by each city for the purposes of this Agreement. Neither Englewood nor Denver intends by this Agreement to irrevocably pledge present case reserves for payments or services in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City of Englewood or Denver.

18. CITIZENS INITIATIVE PETITION: Should the voters in Englewood pass legislation requiring a standalone fire department; the term of the agreement will automatically transition to a month to month contract. The monthly payment shall be the annual payment for that year divided by twelve. Said month to month contract shall continue under the same terms until the Englewood City Manager gives notice that Englewood can safely provide fire and ambulance services. Safely providing service shall include the hiring of firefighters, the purchase of fire vehicles and equipment. At that time this contract shall terminate and any outstanding leases, grants and IGA’s shall revert back to Englewood.

19. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any performance by either of the parties hereunder constitute or be construed to be a waiver by such party of any breach of covenant or condition or any default which may then exist on the part of the other party; and no assent, expressed or implied, to any breach of anyone or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

20. EXAMINATION OF RECORDS: Englewood and Denver agree that any duly authorized representative of each city, including in Denver’s case the City Auditor or his/her representative, shall, until the expiration of three (3) years after the final termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the other, involving transactions related to this Agreement.

21. 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 hereof.

22. 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 Englewood and Denver, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties that any person or entity other than the parties named herein receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

23. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
24. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

25. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement, expressly superseding any and all prior agreements pertaining to provision of services by one party within the other party’s jurisdiction. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

26. **CONFLICT OF INTEREST:** The parties agree that no official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein and Englewood further agrees not to hire or contract for services any official, officer or employee of Denver or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

27. **LEGAL AUTHORITY:**

   A. The parties assure and guarantee that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

   B. The person or persons signing and executing this Agreement on behalf of each of the respective parties, does hereby warrant and guarantee that he/she or they have been fully authorized by such party to execute this Agreement on behalf of such party and to validly and legally bind such party to all the terms, performances and provisions herein set forth.

   C. Each party shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of the other party or any of the persons signing the Agreement on behalf of such party to enter into this Agreement.

28. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Englewood consents to the use of electronic signatures by Denver. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of _____________, 20__.

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By ____________________
Cary Kennedy, Manager of
Revenue/Chief Financial Officer

Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

APPROVED AS TO FORM:

DOUGLAS J. FREIDNASH, Attorney
For the City and County of Denver

By ____________________
Cary Kennedy, Manager of
Revenue/Chief Financial Officer

Patrick A. Wheeler, Assistant
City Attorney

By ____________________
Dennis J. Gallagher, Auditor

REGISTERED AND COUNTERSIGNED:

Contract Control Number: 2QIJQ3e23
Vendor Name: City of Englewood

By ____________________

Name: ____________________
Title: Mayor

ATTEST:
By ______________________

Loucrishia A. Ellis

Title City Clerk

Contract Control Number: 2011036223

Vendor Name: City of Englewood

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By ______________________

________________________

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
For the City and County of Denver

By ______________________

________________________

By ______________________

________________________

By ______________________
EXHIBIT A

DENVER FIRE DEPARTMENT
OPERATIONS DIVISION
FIELD OPERATION GUIDELINE

Section: RESPONSE ASSIGNMENT POLICY
Topic: Order of Response

[The Tables for Exhibit A did not transfer over. (6 Pages)
Fire Chief we will need to insert COE’s Exhibit A]
EXHIBIT A ADDITIONAL TERMS

- Exhibit A to include 4 firefighters per truck
- Exhibit A to address equipment at each firehouse
- Exhibit to address 4 minute travel time
EXHIBIT B

Plan Review

It is critical to occupant and firefighter safety that the Denver Fire Department participates in the review of building plans and specifications. This review provides the Fire Department with its best opportunity to see that fire protection standards adopted by Englewood are met prior to the completion of construction and occupancy of the building. Englewood shall maintain final authority to issue site plan approvals, building permits and temporary and final certificates of occupancy, with Denver Fire Department's role being advisory to Englewood.

Therefore, our agreement will be:

- **Pre-construction Conferences.** Denver Fire Department Engineering unit personnel will be notified and afforded the opportunity to participate in pre-construction conferences along with the City of Englewood's Fire Marshal and other Englewood officials, to answer questions relating to fire protection features in the planned building or fire code requirements, or to discuss comments provided during the plans review process. All comments by Denver's Fire Department's engineering section will be coordinated with Englewood's Fire Marshal.

- **Site Plan Review.** Denver Fire Department Engineering unit personnel will be notified and afforded the opportunity to participate in project site plan reviews along with Englewood's Fire Marshal. Denver Fire Department Engineering will provide a checklist of items specific to Denver operations. The checklist will be developed jointly by Denver Fire Department Engineering and the Englewood Fire Marshal and shall conform to the standards and requirements adopted by Englewood.

- **Preliminary Plan Review.** Denver Fire Department engineering personnel will be notified and afforded the opportunity to participate in review of project preliminary plans along with Englewood's Fire Marshal. This information will be shared with the fire companies that are expected to respond in the event of an emergency.

- **Final Building Plans and Specifications.** Denver Fire Department Engineering unit personnel will be notified and afforded the opportunity to participate in review of project final building plans and specifications along with the City of Englewood's Fire Marshal. When the plans agree with the applicable fire code requirements adopted by Englewood, the Fire Department and Englewood's Fire Marshal will notify Englewood's building official that there is no objection to issuance of a building permit. Building construction information will then be provided to the fire companies responsible for suppression and/or fire inspection of the building after construction. This information is used by the fire companies in pre-fire planning for fire operations should a fire occur in the building.

- **Certificates of Occupancy.** Personnel from Denver’s Fire Department Prevention and Engineering units will be notified and afforded the opportunity to participate in the final inspection process, and the final sign-off on the building before the certificate of occupancy is issued. This certificate indicates that all of the requirements under the applicable codes adopted by Englewood have been met and that the building is safe and habitable. If requested Denver Fire Engineering unit and Prevention unit personnel will
assist the Englewood Fire Marshal in testing all life safety systems prior to issuance of the certificate of occupancy.

- **Consultation.** If requested, Denver’s Engineering unit and Fire Prevention unit, along with Englewood’s Fire Marshal, shall offer consulting services to the community of Englewood, including design professionals, contractors and trades craftsmen, as well as property owners, managers, occupants and members of the general public. The consulting services will include: explanation of Fire Code sections and fire-related sections of the Building Code, application of specific standards, and information about the best ways to deal with fire and emergency hazard situations.

**Fire Safety Inspections**

- **Commercial Fire Safety Inspections.** Denver Fire Department personnel will be notified and afforded the opportunity to accompany Englewood Fire and Building officials in conducting fire safety inspections. (Englewood currently inspects commercial properties twice a year. Denver Fire Department personnel will accompany them only on one of these two inspections per year.) All commercial properties will be inspected. Denver Fire Department personnel will not participate in inspections of Individual residential units unless requested by the resident, the building’s ownership or building management. Denver Fire Department Engineering will provide a checklist of items specific to Denver operations.

- **Special or Technical Inspections.** Denver Fire Engineering unit and Fire Prevention unit personnel will conduct inspections requiring more technical skill upon request from Englewood officials. Engineering and Fire Prevention personnel will also be available, upon request, to assist Englewood property owners or managers in the development of emergency procedures and emergency evacuation plans.

- **Nightclubs and Other Assembly Occupancies.** The Denver Fire Department will respond to complaints or reports of overcrowding or other fire-related concerns. If, during a response to a nightclub, Fire Prevention concerns such as overcrowding, blocked exits, etc., are identified, then Denver Fire personnel will contact Englewood Police to enforce the code.

- **Files.** Denver Fire Department Fire Prevention and Investigation Division and the Englewood Fire Marshal will maintain well-organized, complete and accurate records and files on all actions taken (plan review, consultation, inspections, permits). This information is needed to provide performance measures in accomplishing fire prevention goals and to provide management information for budgetary and administrative purposes. All information records and files will be shared between the Denver Fire Department and Englewood’s Fire Marshal.

**Permits**

- **Fire Safety Permits Program.** Denver Fire Department Engineering and Fire Prevention unit personnel will assist City of Englewood officials in developing a Fire Safety Permits Program that will identify and permit potential hazards to responding firefighters, i.e., HAZMAT, hot works, compressed gases, etc., in accordance with the 1997 Uniform Fire Code. Copies of the permits will be provided to the fire companies that are expected to respond to Englewood properties.
Existing Fire Standpipe Valve Threading

The City of Englewood, through direct cost outlay or through ordinance requiring the property owners to make the modifications, will be responsible for changing all threading on fire standpipe valve outlets to comply with City and County of Denver standards. The City of Englewood specifies national standard threading of Fire Department connections for fire protection systems and fire hydrants. However, if any of these inlets/outlets is other than national standard threading, these shall be the responsibility of the City of Englewood to modify to accept Denver Fire Department hose threads prior to the effective date of Denver providing fire services. All fire hose that has 1½-inch couplings and outlet on fire apparatus must be modified to Denver-threading (11½ threads per-inch).

The City of Englewood owns 646 fire hydrants. The hydrants are open right, 5 ¼”, three way, 2 hose nozzles and 1 pumper nozzle. The hose nozzles are 2 ½” with national standard thread and the pumper nozzle is 4 ½” with national standard thread.

Equipment located in the Jefferson and Acoma Stations shall be maintained to work with this thread. There exists a thread adapter to allow Denver Thread to be connected to Englewood hydrants. Denver Fire shall equip their trucks with these adapters.

The Utilities Department inspects and operates all hydrants once a year. The repairs identified during this inspection are completed after all hydrants are inspected. Hydrant maintenance identified by the Fire Department shall be forwarded to the Utilities Department to be completed.

Additional hydrants. The Englewood Utilities Department installs the hydrants within one year of request. The Englewood Fire Marshall shall act as liaison to hydrants.

Central Station Monitoring of Protected Properties

City of Englewood officials will identify those properties that are protected by life safety systems and are monitored by a licensed central station agency, and must notify those properties to no longer contact the City of Englewood’s Fire Dispatch Center in case of emergency but rather contact the City of Denver Fire Dispatch Center. The central station agencies must comply with City of Denver ordinance regarding response time, number of operators and runner service.
JEFFERSON FIRE STATION
555 West Jefferson Avenue
Englewood, Colorado 80110

Upgrades are planned for 2016 – Per Exhibit C-I

Operations and Maintenance shall be borne by Denver
(Anticipated $25,000 per year)

IT Infrastructure attached as Exhibit C-II

ACOMA FIRE STATION
4830 South Acoma Street
Englewood, Colorado 80110

Upgrades are planned for 2016 – Per Exhibit C-III

Operations and Maintenance shall be borne by Denver
(Anticipated $25,000 per year)

IT Infrastructure attached as Exhibit C-IV
### Exhibit C-I
Jefferson Fire Station Capital Improvements

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<tr>
<td>Roof Repair / Replacement</td>
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<tr>
<td>Painting</td>
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<tr>
<td>Garage Door &amp; Opener Replacements</td>
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<tr>
<td>Air Seal (Living Area Door Upgrades)</td>
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<tr>
<td>Kitchen Remodel</td>
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<td>Command Bunk/Locker</td>
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<td>Command Bathroom Upgrades</td>
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<td>Staff Sleeping Room Remodel</td>
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<tr>
<td>Staff Locker Room Remodel</td>
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<tr>
<td>Truck Room AC &amp; Fan Project</td>
<td>$20,000</td>
</tr>
<tr>
<td>Lighting Upgrades</td>
<td>$15,000</td>
</tr>
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</table>
JEFFERSON FIRE STATION
IT INFRASTRUCTURE
Englewood Fire Department IT Infrastructure
Jefferson Station

Five CISCO Phones
Two Cordless Analog Phones
POTS Line (Plain Old Telephone System – 4 Wire Copper)
Antenna for Wireless Access
All network gear, i.e., internet access, e-mail systems, routers go through the Englewood Police Department.

In order for Denver to access the internet, they will have to go through the Police Department, or wire the station themselves.
To: Eric Keck, City Manager

From: Kenny Hollis, IT

RE: Acoma and Jefferson Stations IT Availability

Date: 03/19/2015

Eric,

The following tables describe the IT capabilities and IT assets deployed at Acoma and Jefferson Stations.

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<th>Station</th>
<th>COE Connection</th>
<th>Non-COE Connection</th>
<th>Bandwidth</th>
<th>Hardware Deployed</th>
<th>WAPs (WiFi)</th>
<th>Phones</th>
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</thead>
<tbody>
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<td>N/A</td>
<td>N/A</td>
<td>See Inventory List</td>
<td>1 – CISCO AP2602i</td>
<td>1 POTS (303)761-1296</td>
</tr>
<tr>
<td>Acoma</td>
<td>N/A</td>
<td>3MG QMOE (Quest Metro Ethernet) 24.KXGS.001054 $375/monthly</td>
<td>3MG</td>
<td>See Inventory List</td>
<td>1 – CISCO AP2602i</td>
<td>2 POTS (303)789-3927 (303)806-0889</td>
</tr>
</tbody>
</table>

*Jefferson also shares power, UPS and backup generator power with COE.

**This list does NOT Include DATA. There will need to be a meeting with DFD to transfer data. SANS Fire Data is currently at 114GB.

Additional Attached Figures:

**Figure 1:** Network Assets Deployed at Acoma and Jefferson stations. Jefferson station is tied to COE infrastructure and shared with PD and COE backup.

**Figure 2:** IT Assets Deployed to EFD. Software Assets will need to be removed from any device turned over to Denver.

**Figure 3:** FD Data Storage
Figure 1: Network Assets

<table>
<thead>
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<th>Address</th>
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<th>Owner</th>
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</thead>
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<tr>
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</tr>
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### ENGLEWOOD FIRE DEPARTMENT TECHNOLOGY EQUIPMENT INVENTORY

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## Exhibit C - III

**ACOMA FIRE STATION CAPITAL IMPROVEMENTS**

<table>
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<tr>
<th>Project Description</th>
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<tbody>
<tr>
<td>Flooring</td>
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<td>Truck Room AC &amp; Fan Project</td>
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<tr>
<td>Driveway Replacement</td>
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<tr>
<td>Skylight Replacement</td>
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<tr>
<td>HVAC Install for North End Rooms</td>
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<tr>
<td>Garage Door &amp; Opener Replacements</td>
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<tr>
<td>Air Seal (Living Area Door Upgrades)</td>
<td>$5,000</td>
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<tr>
<td>Roofing Repair / Replacement</td>
<td>$7,500</td>
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<tr>
<td>Repaint Truck Room</td>
<td>$7,500</td>
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<tr>
<td>Ceiling Tile Replacements</td>
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<tr>
<td>Lighting Upgrades</td>
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<tr>
<td>Kitchen Remodel</td>
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<tr>
<td>Bathroom Remodel</td>
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<td>Skylight Replacement</td>
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ACOMA FIRE STATION

IT INFRASTRUCTURE
Englewood Fire Department IT Infrastructure
Acoma Station

Four CISCO Phones
Two Analog Phones – Cordless
CISCO Router for phone system
POTS Line (Plain Old Telephone System – 4 Wire Copper)

Q-Moe Circuit/Switch, Metro Optical Ethernet, Copper Wire, 3 Megabytes (In order to access Denver will have to contact Century Link)
To: Eric Keck, City Manager

From: Kenny Hollis, IT

RE: Acoma and Jefferson Stations IT Availability

Date: 03/19/2015

Eric,

The following tables describe the IT capabilities and IT assets deployed at Acoma and Jefferson Stations.

<table>
<thead>
<tr>
<th>Station</th>
<th>COE Connection</th>
<th>Non-COE Connection</th>
<th>Bandwidth</th>
<th>Hardware Deployed</th>
<th>WAPs (WiFi)</th>
<th>Phones</th>
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<tr>
<td>Jefferson</td>
<td>Tied into COE Network</td>
<td>N/A</td>
<td>N/A</td>
<td>COE Tied</td>
<td>1 – CISCO AP2602i</td>
<td>1 POTS (303)761-1296</td>
</tr>
<tr>
<td>Acoma</td>
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<td>3MG QMOE (Quest Metro Optical Ethernet) 24.KXGS.001054</td>
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<td>See Inventory List</td>
<td>1 – CISCO AP2602i</td>
<td>2 POTS (303)789-3827 (303)806-0889</td>
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</table>

*Jefferson also shares power, UPS and backup generator power with COE.

**This list does NOT include DATA. There will need to be a meeting with DFD to transfer data. SANS Fire Data is currently at 114GB.

Additional Attached Figures:

Figure 1: Network Assets Deployed at Acoma and Jefferson stations. Jefferson station is tied to COE infrastructure and shared with PD and COE backup.

Figure 2: IT Assets Deployed to EFD. Software Assets will need to be removed from any device turned over to Denver.

Figure 3: FD Data Storage
## Network Assets Jefferson / Acoma Stations

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<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>S#</th>
<th>Owner</th>
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<tr>
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<tr>
<td>Acoma_Swt</td>
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<td>WS-C3560G-24PS-S</td>
<td>IT</td>
<td>Acoma</td>
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<tr>
<td>Acoma2901</td>
<td>FTX144083SZ</td>
<td>CISCO2901/K9</td>
<td>IT</td>
<td>Acoma</td>
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<td>FOC14380TTP</td>
<td>VIC3-2FXS/DID</td>
<td>IT</td>
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<td>FOC14383RUA</td>
<td>VIC2-2FXO</td>
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<tr>
<td>Acoma2901</td>
<td>FOC14370PQN</td>
<td>PVDM3-16</td>
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<td>Acoma</td>
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<tr>
<td><strong>Jefferson Station shared with PD (Not seperated)</strong></td>
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<td>WS-C4506-E</td>
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<td>CAT1803L313</td>
<td>WS-X45-SUP7-E</td>
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<td>WS-X4748-RJ45V+E</td>
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</tr>
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## Figure 2: IT Assets Deployed to EFD

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<td>Lherblan</td>
<td>Admin</td>
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</tr>
<tr>
<td>Asst Fire Marshal</td>
<td>Bldg Dept</td>
<td>pc/monitor</td>
</tr>
<tr>
<td>EMS Coordinator</td>
<td>Admin</td>
<td>pc/monitor</td>
</tr>
<tr>
<td>Amash</td>
<td>Admin</td>
<td>pc/monitor</td>
</tr>
<tr>
<td>Rpetau</td>
<td>Admin</td>
<td>pc/monitor</td>
</tr>
<tr>
<td>Afox</td>
<td>Admin</td>
<td>pc/monitor</td>
</tr>
<tr>
<td>Jsvjcar</td>
<td>Admin</td>
<td>pc/monitor</td>
</tr>
<tr>
<td>Acoma FF</td>
<td>Acoma Station</td>
<td>pc/monitor</td>
</tr>
<tr>
<td>Acoma LT</td>
<td>Acoma Station</td>
<td>pc/monitor</td>
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<td>Tejon FF</td>
<td>Tejon Station</td>
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<td>Jefferson B/C</td>
<td>Jefferson Station</td>
<td>pc/monitor</td>
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<td>Jefferson LT</td>
<td>Jefferson Station</td>
<td>pc/monitor</td>
</tr>
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<td>Admin</td>
<td>pc/monitor</td>
</tr>
<tr>
<td>Spare</td>
<td>Admin</td>
<td>pc/monitor</td>
</tr>
</tbody>
</table>

### Desktop PC's and Monitors

- **Acoma FF**
- **Acoma LT**
- **Tejon FF**
- **Tejon LT**
- **Jefferson B/C**
- **Jefferson LT**
- **Jefferson LT2**
- **Jefferson FF**
- **Spare**
- **Spare**

### Laptops

- **Jsvjcar**
- **Scott system**
- **Rpetau**
<table>
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<td>Laptop</td>
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<tr>
<td>Emergency Mgt1</td>
<td>Admin</td>
<td>Laptop</td>
</tr>
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<td>Emergency Mgt2</td>
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<td>Laptop</td>
</tr>
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<tr>
<td><strong>CELL PHONES</strong></td>
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</tr>
<tr>
<td>Engine 21</td>
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<td>Jefferson Station</td>
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<td>Asst Fire Marshal</td>
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<td>Pgonzales</td>
<td>Bldg Dept</td>
<td>DuraXT</td>
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<td>Training Academy</td>
<td>iPhone</td>
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<td>Rfoote</td>
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<td>Kstovall device</td>
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<tr>
<td>Mertle</td>
<td>Jefferson Station</td>
<td>iPhone</td>
</tr>
<tr>
<td>Jhehn</td>
<td>Jefferson Station</td>
<td>iPhone</td>
</tr>
<tr>
<td>Gweaver</td>
<td>Jefferson Station</td>
<td>DuraXT</td>
</tr>
<tr>
<td>Cdaly</td>
<td>Bldg Dept</td>
<td>DuraXT</td>
</tr>
<tr>
<td>Afox</td>
<td>Admin</td>
<td>iPhone</td>
</tr>
<tr>
<td>Gcroaston</td>
<td>Bldg Dept</td>
<td>DuraXT</td>
</tr>
<tr>
<td>Rpetau</td>
<td>Admin</td>
<td>iPhone</td>
</tr>
<tr>
<td><strong>TABLETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Squrt 23</td>
<td>Tejon Station</td>
<td>iPad</td>
</tr>
<tr>
<td>------------</td>
<td>---------------</td>
<td>------------</td>
</tr>
<tr>
<td>Lherblan</td>
<td>Admin</td>
<td>iPad</td>
</tr>
<tr>
<td>Afox</td>
<td>Admin</td>
<td>iPad</td>
</tr>
<tr>
<td>Rpeteau</td>
<td>Admin</td>
<td>iPad</td>
</tr>
<tr>
<td>Mertle</td>
<td>Jefferson Station</td>
<td>iPad</td>
</tr>
<tr>
<td>Asst Fire Marshal</td>
<td>Admin</td>
<td>iPad</td>
</tr>
<tr>
<td>Isvejcar</td>
<td>Training Academy</td>
<td>iPad</td>
</tr>
<tr>
<td>Staff</td>
<td>Admin</td>
<td>iPad</td>
</tr>
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<td>Wortiz</td>
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<td>iPad</td>
</tr>
<tr>
<td>Batt chief</td>
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<td>iPad</td>
</tr>
<tr>
<td>Engine 21</td>
<td>Jefferson Station</td>
<td>iPad</td>
</tr>
<tr>
<td>Amarsh</td>
<td>Admin</td>
<td>iPad</td>
</tr>
<tr>
<td>Engine 22</td>
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<td>iPad</td>
</tr>
<tr>
<td>Fire G1</td>
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<td>Panasonic</td>
</tr>
<tr>
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<td>Panasonic</td>
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<td>Panasonic</td>
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<td>Jefferson Station</td>
<td>Panasonic</td>
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<td>Jefferson Station</td>
<td>Panasonic</td>
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<tr>
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</tr>
<tr>
<td>Emergency Mgt</td>
<td>Admin</td>
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</table>

**PRINTERS**

Lherblan Admin Laser printer
<table>
<thead>
<tr>
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<th>Printer Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asst Fire Marshal</td>
<td>Copier/printer</td>
</tr>
<tr>
<td>Fire Admin</td>
<td>Laser printer</td>
</tr>
<tr>
<td>Amersh</td>
<td>Laser printer</td>
</tr>
<tr>
<td>Jefferson B/C</td>
<td>Laser printer</td>
</tr>
<tr>
<td>Jefferson LT</td>
<td>Laser printer</td>
</tr>
<tr>
<td>Jefferson FF</td>
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<tr>
<td>Acoma LT</td>
<td>Laser printer</td>
</tr>
<tr>
<td>Tejon LT</td>
<td>Laser printer</td>
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<tr>
<td>Scott system</td>
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</table>

**MISC ITEMS**

<table>
<thead>
<tr>
<th>Department</th>
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<tbody>
<tr>
<td>Lherblan</td>
<td>42&quot; monitor</td>
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<tr>
<td>Asst Fire Marshal</td>
<td>42&quot; monitor</td>
</tr>
<tr>
<td>Scott SCBA system</td>
<td>Scott system</td>
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</table>
### Figure 3: FD Data Storage

<table>
<thead>
<tr>
<th>Name</th>
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<th>Type</th>
<th>Size</th>
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<tbody>
<tr>
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<tr>
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</tr>
<tr>
<td>AIash</td>
<td>3/3/2015 9:54 AM</td>
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<tr>
<td>Alcoholdy</td>
<td>6/30/2014 1:00 PM</td>
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<tr>
<td>ACash</td>
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<tr>
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<td></td>
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</tbody>
</table>
EXHIBIT D

FIRE STATION LEASE

THIS LEASE AGREEMENT ("Lease") is made and entered by and between the CITY OF ENGLEWOOD, a municipality located in Arapahoe County, Colorado (hereinafter "Englewood" or "Landlord"), and the CITY AND COUNTY OF DENVER, a Colorado home rule municipality (hereinafter "Denver" or "Tenant"), to be effective as of January 1, 2012.

RECITALS

A. Denver and Englewood have entered into an Intergovernmental Agreement To Provide Fire Protection (the "IGA") under which Denver will provide Englewood with certain fire protection and maintenance services for a period of time ending on December 31, 2017. As part of the IGA, Englewood will lease certain facilities to Denver for $1.00 consideration for those services.

B. Denver and Englewood wish to enter into this agreement to memorialize this Lease.

AGREEMENT

1. LEASE. Landlord leases the premises identified in Exhibit 1 (the "Leased Premises") to Tenant, and Tenant leases the Leased Premises from Landlord, for use by Tenant exclusively as a fire station and administrative offices. The Leased Premises consist of a portion of the building at 999 South Clement, Glendale, Jefferson Fire Station, 555 West Jefferson Avenue, Englewood Colorado 80110, and Acoma Fire Station, 4830 South Acoma Street, Englewood, CO 80110 (the "Building"), and includes (i) the furniture, fixtures and equipment present (the "FF&E") on the Leased Premises to the extent that the existing FF&E belongs to Landlord and not Tenant, and (ii) parking east, west, and south sides of the Building sufficient to meet the reasonable needs of Tenant. The FF&E is leased to Tenant on an "as is" basis and no warranty is made to Tenant with regard to the condition of the FF&E. Landlord shall retain ownership of the FF&E during its useful life. Upon the expiration of the useful life of the FF&E, or upon the Tenant shall replace at its option and sole cost any replacement furniture, fixtures, or equipment which shall be owned by Tenant. Before discarding any of the current FF&E, Tenant will give the Landlord the opportunity to remove the item from the Leased Premises at Landlord’s sole cost and expense.

2. TERM. The term of this Lease shall be from June 1, 2015 through December 31, 2035.

3. RENT. The rent shall be $1.00, the receipt and sufficiency of which is acknowledged. Consideration shall be the provision of fire and ambulance services set forth in the IGA.

4. INSURANCE. Landlord shall, at its sole cost and expense, maintain Commercial General Liability and Property Damage Insurance through the Colorado Intergovernmental Risk Sharing Agency and such other coverage(s) at such levels as are currently in effect, covering the Building, and to keep such coverage(s) in force throughout the Term of this Lease. Tenant acknowledges that it is self-insured pursuant to the Colorado Governmental Immunity Act, sections 24-10-101 et seq., CRS.
5. COMPLIANCE WITH LAWS. Tenant and Landlord will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Leased Premises.

6. ASSIGNMENTS AND SUBLEASES. Without Landlord's prior written consent, which Landlord may withhold in its sole discretion, Tenant will neither assign this Lease in whole or in part nor sublease all or part of the Leased Premises.

7. ALTERATIONS. Tenant will not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent, which consent shall not be withheld unreasonably.

8. LANDLORD'S ACCESS. Landlord, its agents, employees, and contractors may enter the Leased Premises at any time in response to an emergency or to service mechanical equipment or utilities that service the Building in which the Leased Premises are located. Landlord may enter the Leased Premises at reasonable hours and following reasonable notice to (a) inspect the Leased Premises, (b) supply any other service which this Lease requires Landlord to provide, (c) post notices of nonresponsibility or similar notices, or (d) make repairs which this Lease requires Landlord to make; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible. Landlord will at all times have a key with which to unlock all of the doors in the Leased Premises (excluding Tenant's vaults, safes, and similar areas). Landlord will have the right to use any means Landlord may reasonably deem proper to open doors in and to the Leased Premises in an emergency in order to enter the Leased Premises. No lawful entry into the Leased Premises by Landlord by any reasonable means will be a forcible or unlawful entry into the Leased Premises or a detainer of the Leased Premises or an eviction, actual or constructive, of Tenant from the Leased Premises.

9. COVENANT OF QUIET ENJOYMENT. So long as Tenant pays the rent and performs all of its obligations in this Lease, Tenant's possession of the Leased Premises will not be disturbed by Landlord, or anyone claiming by, through or under Landlord, or by the holders of the mortgages against the Leased Premises.

10. SHARING OF UTILITIES, REPAIRS, AND MAINTENANCE. Landlord shall furnish or cause to be furnished water, sewer, electricity and gas (the "Utilities") sufficient to meet Tenant's needs at the Leased Premises. Utilities shall be billed in the name of the Landlord. Landlord shall pay 100% of all repairs and maintenance which generally benefit the Building in which the Leased Premises are located. Tenant shall pay 100% of all repairs and maintenance which solely benefit the Leased Premises.

11. MISCELLANEOUS.

   a. Governing Law. The laws of the State of Colorado, without regard for its conflicts of laws provisions, shall govern the interpretation and enforcement of this Lease.
EXHIBIT D

b. Appropriations. The obligations of the parties hereunder shall extend only to monies duly appropriated by each City for the purposes of this Lease. Neither Landlord nor Tenant intends by this Lease to irrevocably pledge present case reserves for payments or services in future fiscal years, and this Lease is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Landlord or Tenant.

c. Joint Advisory Board. Landlord and Tenant shall comply with the provisions of Section 10 of the IGA regarding the referral of questions or issues which may arise hereunder to the joint advisory board.

12. AUTHORIZATION OF EACH PARTY/MINOR MODIFICATIONS. Each party hereby represents to the other that it has duly and lawfully considered and entered into this Agreement through its duly designated representatives. Landlord, by and through its City Manager, and Tenant, by and through its Fire Chief, shall be entitled to agree upon minor modifications to this Lease, and reduce such modifications to writing, provided such modifications (i) are acceptable in form to each party’s City Attorney, (ii) do not lengthen the Term of this Lease, and (iii) impose no additional financial obligation upon either party.

IN WITNESS WHEREOF, Landlord and Tenant have executed this document.

ATTEST:

CITY OF ENGLEWOOD

By: ____________________________

Its: ____________________________

Clerk of the City of Englewood
EXHIBIT D

ATTEST: Debra Johnson
Clerk and Recorder, Ex-Officio City Clerk of the City and County of Denver

CITY AND COUNTY OF DENVER

By: ___________________________, Mayor

APPROVED AS TO FORM:
Douglas J. Friednash, Attorney for the City and County of Denver

By: ___________________________ City Attorney

REGISTERED AND COUNTERSIGNED:

By: ___________________________ Manager of Finance

By: ___________________________ Auditor
LEGAL DESCRIPTION

Jefferson Fire Station Lease

That part of Lots 12 through 21, Block 16, Englewood, along with the vacated alley abutting said lots, located in the NW ¼ of Section 3, Township 5 South, Range 68 West of the 6th Principal Meridian, City of Englewood, County of Arapahoe, State of Colorado, being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 17, Block 16, Englewood; THENCE northerly, along with West line of said Block 16, a distance of 108.8 feet to a point on the West line of Lot 21, said point being the prolongation of the North Face of the common wall between the Fire and Police Facility located at 3615 South Elati Street; THENCE easterly and along said prolongation of the North Face of the common wall a distance of 205.7 to a point, said point being the prolongation of the west edge of an existing asphalt parking lot; THENCE southerly and along said west edge of a parking lot a distance of 24.0 feet; THENCE easterly and parallel to South line of said Block 16 a distance of 30.0 feet; THENCE southerly and parallel to the West line of said Block 16 a distance of 84.8 feet, more or less, to a point on the South line of Block 16; THENCE westerly and along the South line of Block 16 a distance of 235.7 feet to the POINT OF BEGINNING.

The above described property contains an area of 24,924 square feet (0.572 acres), more or less.

Surveyor’s Statement

I, David L. Henderson, a registered Professional Land Surveyor in the State of Colorado, do hereby state that this Legal Description and attached Exhibit were prepared under my direct supervision and on the basis of my knowledge, information, and belief, are correct. The attached Exhibit does not represent a monumented land survey, and is only to depict the Legal Description.

David L. Henderson, Professional Land Surveyor
Colorado P.L.S. No. 25632

Dated March 25, 2015
FIRE STATION LEASE
Area=24,924 S.F.

BLOCK 16
ENGLEWOOD
3615 S. Elati St.

W. Jefferson Av.
LEGAL DESCRIPTION

Acoma Fire Station Lease

All of that real property described in the Rule, Order, Judgment, and Decree recorded in Book 3413 at pages 345 and 346 in the Office of the Clerk and Recorder of Arapahoe County, located in the SW ¼ of Section 10, Township 5 South, Range 68 West of the 6th Principal Meridian, City of Englewood, County of Arapahoe, State of Colorado, being more particularly described as follows:

The West 133 feet of the following described parcel: BEGINNING 50 feet West of the centerline of South Broadway and 100 feet South of the centerline of West Layton Avenue; THENCE West 266 feet; THENCE South 150 feet; THENCE 266 feet East; THENCE North 150 feet to the POINT OF BEGINNING, containing approximately 19,950 square feet.

Surveyor’s Statement

I, David L. Henderson, a registered Professional Land Surveyor in the State of Colorado, do hereby state that this Legal Description and attached Exhibit were prepared under my direct supervision and on the basis of my knowledge, information, and belief, are correct. The attached Exhibit does not represent a monumented land survey, and is only to depict the Legal Description.

David L. Henderson, Professional Land Surveyor
Colorado P.L.S. No. 25632

Dated March 23, 2015
FIRE STATION LEASE
Area=19,950 S.F.

W. Layton Av.

4830 S. Acoma St.
### EXHIBIT E

#### FIRE VEHICLES

The following vehicle(s)/equipment will be going to the Denver Fire Department

<table>
<thead>
<tr>
<th>Equipment #</th>
<th>Description</th>
<th>VIN/Serial #</th>
<th>License</th>
<th>Title #</th>
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</thead>
<tbody>
<tr>
<td>6490</td>
<td>2001 American LaFrance Squirt</td>
<td>423AAACG21RH71659</td>
<td>249-BHE</td>
<td>10R494396</td>
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Including the Listed Equipment currently on the Vehicles as set forth on Exhibit E-6490

<table>
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<th>Title #</th>
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<tr>
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<td>10R866983</td>
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<tr>
<td>6502</td>
<td>2007 Crimson Heavy Rescue Pumper</td>
<td>4S7AU2F908C061013</td>
<td>829-DYI</td>
<td>10R866992</td>
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</tbody>
</table>

Including the Listed Equipment currently on the Vehicles as set forth on Exhibit E-6501 and Exhibit E-6502

### FIRE STATION INVENTORY – EXHIBIT E – II

All furnishings currently located in the Jefferson and Acoma Fire Stations as listed on Exhibit E – II

All Fire Equipment from the Following Listed Units: 6488, 6493, 6494, 6499, 6503

The following vehicle(s)/equipment will remain with the City of Englewood

<table>
<thead>
<tr>
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<th>Description</th>
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<th>License</th>
<th>Title #</th>
</tr>
</thead>
<tbody>
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<td>273-UHF</td>
<td>10B094378</td>
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<td>6354</td>
<td>2012 Dodge Ambulance</td>
<td>3C7WDMCL6CG210455</td>
<td>453-YOM</td>
<td>10B106384</td>
</tr>
</tbody>
</table>

Including the Listed Equipment currently on the Vehicles as set forth on Exhibit F-6353 and Exhibit F-6502

---

**LEASED FIRE VEHICLES**

- 2007 Crimson Pumper
  - VIN: 4S7AU2F9X8C061004
  - License: 828-DYI
  - Title: 10R866983

- 2007 Crimson Heavy Rescue Pumper
  - VIN: 4S7AU2F908C061013
  - License: 829-DYI
  - Title: 10R866992

**VOLUNTEER FIRE VEHICLES**

- 1930 Ford Firetruck
  - VIN: AA4033258
  - License: 166868
  - Title: 10P861715

- 1948 Chevrolet Ambulance
  - VIN: FAAA414680
  - License: 43C393
  - Title: 10P860335
MISCELLANEOUS EQUIPMENT – EXHIBIT E -I
Fire Radios to be retained for the use of the Englewood Police Department

ELECTRONICS – EXHIBIT E – III

SPARE FIRE TRUCK REPAIR PARTS – EXHIBIT E – IV

FIRE STATION IT EQUIPMENT LIST – EXHIBIT E – V

WILDLAND EQUIPMENT LIST – EXHIBIT – VI

*LEASED VEHICLES

Lease Pay-off Amount: $113,894.02 (Approximate)
Insurance amount for two years: $5,044.00 ($1,261.00 per Unit, per year)
Current Value: Unit 6501 - $275,080; Unit 6502 - $333,112
E - 5217

Unit 5217, 2001 Kawasaki Mule, VIN - JKLAFCF1X1B500249, License – Unknown,
Title # Unknown

No Listed Equipment
Unit 6351, 2011 Ford Escape Hybrid, VIN - 1FMCU5K31BKC53806, Plate 2980UHC
Title # 10B035238

No Listed Equipment
Unit 6352, ONAN 230DSHAD, VIN - F110221031, License Unknown, Title #Unknown

No Listed Equipment
E – 6353

Unit 6353, 2009 Chevrolet Cut Away CC4V042, VIN - 1GBE4V1929F402606,
Plate 273-UHF, Title #10B094378

No Listed Equipment
E - 6469

Unit 6469, 1991 Haulmark Trailer, VIN - 16HCB0813NH015340, Plate - 372V14
Title #10P504528

No Equipment Listed
Unit 6471, 1993 Chevrolet K2500, VIN - 1GCFK24H2PZ256234, Plate 852A3
Title #10P608770

No Equipment Listed
Unit 6488, 2000 American LaFrance Pumper, VIN - 4Z36ESEB1YRH12551, Plate 345-AVJ, Title #10R440522

Listed Equipment Attached
E - 6489

Unit 6489, 2000 Haulmark Trailer, VIN - 16HGB1822YU020525, Plate 797-AVO
Title #10R442768

No Equipment Listed
NOTE: DENVER WILL BE TAKING THIS VEHICLE
Squirt 23 (#6490)
Station 23: Acoma Station
4830 S. Acoma
Office: 3/762-2482

DOE Side
Front Upper Compartment:
- DOE headset, 2 guide flashlights, 2 helmets (rear tail board left side)
- Airpack with cylinder
- 6 lb. flat head axe
- Halligan tool
- 10 lb. sledge hammer
- Personal rope bag (approx. 65' of 7mm static kernmantle rope)
- "Yak Trax" shoe chains
- Spare mask (AV2000)
- Red Tool box
- Duct tape
- Lock out/ tag out kit
- K-tool unlock kit
- Can of dry lube
- David Clark headset connection
- K-12 Stihl TS-400 1xMetal and 2xMasonry Blades 5400 RPM (RR upper compartment)

Front Lower Compartment:
- Dead blow shot mallet (on the door)
- 2-7 way spanners (on the door)
- 1 multi-use hydrant wrench (on the door)
- 1-18" Steel Pipe wrench (on the door)
- 1-2 1/2" gate valve
- 1-19 1/2" long, 2 1/2" stinger section of hose (upper hose bed)
- 3-5" storz to 2 1/2" female reducer (2-flat, 1 with elbow)
- 1 Foam Jet nozzle (stainless steel tip, 18" long, 100% expansion, full/deluge force hand line)
- 1-2 1/2" to 2 1/2" Siamese
- 2-2 1/2" to 1 1/2" gated wyes
- 1 Bressman Distributor Nozzle (5x2" cannon nozzle, 5 holes @ 13/16", 3 @ 1/2" 400 gpm @ 100 psi, 15" driver stream radius)
- 2 1/2" to 1 1/2" reducer National Hose thread
- 2-1 1/2" National Hose thread Double Male
- 1-1 1/2" National Hose thread Double Female
- 2-1 1/2" National Pipe Female thread to National Hose Male thread
- 2-1 1/2" National Hose Female thread to National Pipe Male thread
- 2 1/2" TFT 7 position ball valve bale, smooth bore handline, at 50 psi
  - 2" tip (210 gpm)
  - 1 1/8" (266 gpm)
  - 1 1/4" (328 gpm)
- 2 1/2" TFT 7 position ball valve bale, smooth bore, with 1 1/8" tip (266 gpm)
- 1 1/2" (for 1 3/4" hand lines) TFT 7 position sliver valve bale, combination nozzle straight stream and fog stream @ 100 psi, standard pressure @ 76 300 gpm, low pressure @ 30-70 gpm
- 2 1/2" TFT 7 position ball valve combination nozzle, straight stream and fog stream @ 100 psi, 50-350 gpm
- 1-3/4" hydrant cap
- 2-2 1/2" double males
- 3-2 1/2" double females
- 1-2 1/2" to garden hose reducer
• 50’ section of cotton jacketed garden hose
• 2-7 way spanners
• 2-LDH spanners / large multi use spanners
• 2 ½” Master Stream Smooth Bore tips 80 PSI
  • 1 3/8” (502 gpm)
  • 1 ½” (598 gpm)
  • 1 ¾” (814 gpm)
  • 2” (1063 gpm)
• 3-1 ½” rubber gaskets
• 5-2 ½” rubber gaskets
• 3 hose straps
• Circuit panel for mounted lights and outlets
• Spare key in “hide-a-key” box

Upper Middle:
• RT bag (utility knife, trauma shears, 145’ of 6mm static kern mantel rope, yellow rescue strap, 8” channel lock pliers, tin shears, 5’ orange loop webbing, mask with MMR, double male air adapter, 5 1/2’ UAC connection, 60 minute carbon wrapped air bottle=87 cubic feet of air, 3 carabiners 4500 lb max.)
• 162’ long 1/2” diameter lifeline with 2-rig setup

Black bag of webbing
• 2×20’ (yellow) lengths of tubular webbing
• 4×15’ (blue) lengths of tubular webbing
• 3×5’ (green) lengths of tubular webbing
• 1 yellow anchor strap (9’=8,000 lb max) with d-rings
• 1 blue bungee web
• 1×6’ flat webbing strap with hooks and tensionor

Black mesh bag of prusik and carabiners
• 5-“8” plate
• 6-2’ prusik loops
• 2 small rescue pulleys (blue and purple)
• 1 large prusik minding pulley (red)
• 7- Carabiners (4100 kg max)
• Grey webbing bag
• 2×5’ green webbing
• 3×10’ red webbing
• 6×15’ blue webbing
• 4×20’ yellow webbing
• 3×10’ XL anchor straps

Orange bag of prusiks and carabiners
• 18-2’ prusik loops (5 orange, 5 purple, 7 green)
• 3-“8” plates
• 2 red prusik minding pulleys
• 2 small rescue pulleys (blue and purple)
• 21 carabiners (2-4,100 KG, 1-9,000 lb, 2-46 KN, 7-72 KN, 2 not marked)
• 2 red rope rollers with 2 carabiners (linked together)

Large Black “SCOTT” bag
• 4 green level B hazmat suits
• Chem tape
• 4 blue barrier jumpsuits
• 4 SCOTT air purifying cartridges
• green nitrile gloves
• brown containment bags  
• 3 tubes of repair putty epoxy  
• 4 pair of yellow splash protection booties  
• Roll of black trash bags  

**Lower Rear:**  
= PPV/PPA Fan [Honda 5.5 hp, 4 stroke, PPV/PPA Fan, 7 bladed 18" airflow propeller, 14,800 cfm, Model #91850H, 18 degree optimum operating angle @ 6", 10-15 psi max]  
= Pre-mix fuel cans [50:1 mix for saws]  
= Red fuel can [gas for 4 stroke engines]  
= Bar oil (upper compartment)  
= Funnel (upper compartment)  
= White rags (upper compartment)  
= 4 yellow door chocks on fan  

**Upper Rear:**  
• Chain saw with Carbide tipped chain [Stihl MS 160, 3 in a row or 6 total, 2,500 rpm idle speed]  
• Rotary saw with steel blade [Stihl TS 400, 5350 RPM, auto tensioner (inboard/inboard blade position)]  
= Coffee can full of plug and dyke (right rear upper compartment)  
= 2 extendable broom handles  
= TFT Piercing nozzle [7 position ball valve, 125gpm @ 100psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 1/8" thick steel plate]  
= 1 black bag with 2 part putty, bees wax, various diameter wooden plugs (right rear upper compartment)  
= 2 rolls of yellow "fire line tape"  
= 4 broom heads  
= Stihl saw wrench/ flat head screw driver  
= 2-4' shovels (1 flat, 1 spade tip)  
= Roll of red "DANGER" barrier tape  
= 1 spare bullet chain in box  
= 1 yellow tub of gojo hand cleaner  
= black trash bags  
= duct tape  
= Chem Tape  

**Officer's side:**  
**Rear top compartment:**  
= 5x5 carry all 4 handle  
= 13x16 salvage cover  
= 5x18 Floor Runner  
= 10 x 24 blue tarp  
= 10 x 25 visqueen (plastic sheet)  
= 100' extension cord  
= 2 - 25' extension cords  
= 500 watt portable lights x2  
= junction boxes  
= 24"/36" bolt cutters  
= Sampson hose clamp [up to 2" hose to 150-350 psi flowing, 200 psi, 2" flowing, up to 3" 100-500 psi flowing, 125 psi max flowing]  
= Cooper hose jacket [max operating pressure 130psi]  
= Box with drill bits, paddle bits, screw driver tips  
= 2- hay/mattress hooks  
= Dewalt 20 volt, 2 speed, 18 setting, cordless Dewalt drill  
= Drill Bits  
= Dewalt 28 volt single speed recip saw [See 313]  
= Husky socket set (upper left engineer compartment)
- 4' fiberglass d-handled pike pole
- 100' cord reel
- Hose roller w/tie off rope
- Ice Melt

**Rear bottom compartment:**
- 2.5 gallon water extinguisher 100 PSI 2A, B
- Hydrant bag: storz with threaded 5", Denver threaded 5", hydrant wrench, 14" bolt cutters, 2.5" NH double male/ double female, 2.5" hydrant cap, 2.5" discharge intake cap, 2 LDH spanners, 2-7 way spanners.
- 50' 2.5" to go with high rise pack
- High rise pack: 3' section of light weight 2 ½" hose to gated wye to 100' light weight 1 ½" hose to a Task Force Tip Mid Force automatic fog nozzle [70-250 gpm @ 100 psi w/flow setting of 30 to 70psd], X1 NH to NP 1 ½" adaptor, X1 NP to NH 1 ½" adaptor, X2 7 way spanners, X1 10" pipe wrench
- Dry Sweep/Trash Bags

**Forward bottom compartment**
- Amkus power unit: 4HP Honda [Model P954-Amkus Model C, Mineral based hydraulic fluid, 3 gal reservoir, 114 lbs, roll cage, two stage high pressure system 10,500 PSI]
- Ram 30R (19 3/8" retracted, 29 3/4" extended, 20,650 lbs push force, 14,400 lbs pull force)
- Rocker channel cover for ram use

**Forward top compartment**
- 1-K-tool (upper engineers compartment left)
- 1-A-tool
- 1-pry axe
- Irons
- Pick-head axe
- Officers SCBA
- Combi tool: C 15 1.5 3/8" spread, 13,100 lbs spread force, 7" opening, 57,000 lbs cutting force, 10,500 input, O ring handled

**Rear of Squirt**
- Right side- 10:BC Carbon dioxide extinguisher
  - Class III Harnesses x5
  - 3-Ladder Belts
- Left side- 10: A B: BC dry chem. Extinguisher
  - Tech rescue helmets x2
  - Light sticks x2
- 6-traffic cones
- David Clark headset connection

**Top of Squirt**
- 24' Extension Ladder
- 14' Roof Ladder
- 10' Attic Ladder
- 10' Pike Pole
- 5' Plaster Hook
- Cribbing
- High rise pack with carabineer for ladder tip attachment
- 2.5' pony section
- 5" pony section
- 10k onan generator
• X1 FLIR-TIC w/ extra battery
• Q·ray 4 gas monitor (with battery charger)

<table>
<thead>
<tr>
<th>Gas</th>
<th>ppm</th>
<th>High Alarm</th>
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</thead>
<tbody>
<tr>
<td>O₂</td>
<td>19.5%</td>
<td>23.5%</td>
</tr>
<tr>
<td>CO</td>
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<td>70 ppm</td>
</tr>
<tr>
<td>H₂S</td>
<td>10 ppm</td>
<td>20 ppm</td>
</tr>
<tr>
<td>LEL (Calibrated to Pentone)</td>
<td>10%</td>
<td>20%</td>
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</tbody>
</table>

• TIF Combustible Gas Detector (Visual and Audible indicators; variable sensitivity as low as 5ppm (gasoline); 30 second warm up time, instantaneous response time. Approx 4 hour run-time battery life, 15° probe, 16 oz weight, operating temps range 32-125 degrees F, & 21 rechargeable Ni-Cad batteries)
• Orange Med Kit
• Airway Bag
• AED
• Intubation Kit
• Pub Ed kit
• Backboard
• C-Collar
• X1 AC Hotstick (3 settings, high/low sensitivity & front focused. AC Frequencies of 20 – 100 Hz, Intrinsically Safe. PVC housing theoretically able to withstand a 50,000 volt shock)
• Spare O₂ Bottle
• N-95 Respiritors
• Radian Plus

Squirt Specs

Aerial General:
• Vertical Reach 65' @ 75 degrees (recommended) capable of 85 degrees
• Horizontal 58' up to -9 degrees below grade
• Rotation 360 degrees continuous, Shear ball bearing 33" turn-table
• Weight capacity 500 lbs at above 45 degrees, 250 lbs at below 45 degrees

Nozzle General:
• Flow capacity 300 to 1000 GPM @ 85 to 100psi
• Vertical travel 200 degrees
• Horizontal travel 180 degrees

Hose:
• 800' of 5" supply line
• 1200' of 2.5" accordion loaded
• 200' of 2.5" triple load with 2.5" fog nozzle 50-350gpm at 100 psi
• 200' of 1.75" cross-lay 1 foam capable
• 200' of 1.75" cross-lay 2
• 100' bumper line foam capable
E - 6491

Unit 6491, 2001 Ford E450, VIN - 1FDXE45F71HB16413, Plate 335-BHE,
Title # 10R548602

No Equipment Listed
Unit 6492, 2002 GMC Yukon, VIN - 1GKEK13Z32J270874, Plate 271-CEH
Title #10R561205

No Equipment Listed
E - 6493

Unit 2002 American La France Pumper, VIN - 4Z3AAACG03RK50116
Plate - 793-DFC, Title #10R590730

Listed Equipment Attached
Unit 6494 2003 Freighliner M2106, VIN - 1FVACYAK63HL81776, Plate 010-DY1
Title #10R606458

Listed Equipment Attached
E - 6496

Unit 6496, 1999 Shoreland Trailer, VIN - 1MDFH12XAO66486, Plate 866-BFC
Title #10R642804

No Equipment Listed
E - 6499

Unit 6499, 2005 Freightliner M2 Hazmat, VIN - 1FVACYBS45HU77164, Plate 638-DYI
Title # 10R736931

Listed Equipment Attached
E - 6501
Unit 6501, 2007 Crimson Pumper, VIN - 4S7AU2F9X8C061004, Plate 828-DYI,
Title #10R866983

Listed Equipment Attached

(Leased)

NOTE: The Following Questions remain regarding this Unit:

- Lease is not assignable
- City of Englewood will retain ownership and Denver will operate
- City of Englewood will insure and remain liable for Unit through the end of the lease term
- At the end of the lease term will the Unit title be transferred

NOTE: DENVER WILL BE TAKING THIS VEHICLE INSURANCE

- The Denver Fire Department will be using this vehicle while the City of Englewood will continue to make the lease and liability insurance payments.

- Englewood's cost of insurance for this vehicle is $1,261.00 per year, and the insurance deductible is $150,000.
Engine 21 (#6501)
Station 21: Jefferson Station
555 W. Jefferson Ave.
Office: 3/762-2684
Battalion Chief: 3/762-2477

Engine Compartments

DOE outside cab Front compartment
- X1 radio lapel
- X2 spare mask
- X2 spare MMRF

DOE outside cab Rear Compartment
- Rags
- X1 silicone lubricant
- Spare header
- # "21" plate
- Scene light controller

DOE side Front compartment
- x1 SCBA
- x1 personal rope bag (60' 8mm static kern mantel rope, daisy chain 1" webbing and aluminum carabiner rated at 22kN)
- x1 Foam Jet-Lx tip (Foam aspirator, Foam Jet-Low Expansion-Mid Force Hand line) FJ-LX-HM
- x1 1½/8 Smooth bore nozzle w/½ brakeaway (1½/8: 268gpm @ 50psi)
- x1 gated yse (ball valve) ½ to double ½ "
- X2 ½" Task Force up Hand Line adjustable pattern automatic fog nozzle (95-300gpm @ 100psi)
- x2 2½ gate valve
- x2 mattress hooks (hay hooks)
- x1 Siamese (double 2½ to single 2½)
- x1 smooth bore nozzle w/ 1½, 1½, 1½ orifice (210gpm, 266gpm, 328gpm @ 50psi)
- X1 garden hose (100', for decontamination operations)
- x1 dual 2½ to storz (monitor base/Siamese)
- x1 storz to 2½ reducer/expander
- X1 hydrant wrench
- X1 mallet (dead-blow)
- Smooth bore master orifices: 1½, 1½, 1½, 2½ " stream straightener (502gpm, 598gpm, 814gpm, 1063gpm @ 80psi)
- X2 LDH spanners
- x1 set of irons (x1 Halligan, x1 lb. fiberglass handled flat head axe)
- Brennan distributor nozzle (AKA Cellor nozzle 9 holes, 480gpm @ 100psi, 9½" broken stream radius, 9 orifices measurements: 3 @ 19/16" and 6 @ ½")
- ADAPTERS: 1½" cap, x1 1½ "NH to NP (national hose to national pipe), x1 1½" NP to NH, x2 1½" dual male NH, x2 1½" dual female NH, x2 NH to NP, x1 2½" smooth bore adapter, x5 2½" dual male NH, x5 2½" dual female.

Underneath:
- X2 kite chain ('bear traps')

DOE side middle compartment:
- X1 5 gallon bucket w/absorbant
- X1 3½ gallon bucket w/ice melt
- X1 Rehab cooler with water
- X1 box repair putty sticks
- X1 5 gallon bucket (empty/foam flush)
- X1 coffee can plunger
- X1 1½ foam fill/flush hose
- X2 rolls garbage bags
- Stihl MS 461 chain saw w/bullet chain
- Bar all
DOE side middle drawer:
- X1 reel 'Danger' tape
- X2 reel 'Fire Line' tape
- X2 duct tape
- X1 roll of chem tape
- X1 6/16 fiberglass handled pick axe
- X1 18” steel pipe wrench
- X1 15” steel crescent wrench
- X4 hose straps
- X1 tool unlock kit
- X1 Hazmat & terrorism emergency response book

Front Rear wheel compartment:
- X1 True Fuel
- X1 packet of wipes
- X1 funnel
- X1 scoop

Back Rear wheel compartment:
- Diesel fuel fill
- Floor dry fill and dispense underneath apparatus behind rear left tire

DOE side rear compartment:
- X1 PPV Fan (SuperVac Model 718g4-h, 7 bladed 18” airfoil propeller, 4 cycle 0.5 horsepower engine, rated at 15,550 cfm, 3535rpm, approx 62lps, 94 decibels at 7 meters, 110 minute runtime) 18 degree optimum operating angle @ 6'
- X1 Dewalt 20V drill & Sawzall
- X1 Tool Box
- X1 Husky ratchet set
- X1 Dewalt 120 V Sawzall
- X1 can liquid wrench silicon spray
- X2 extendable brush (4’-8’, 5’)
- X1 expanding rake
- X1 flathead (square) shovel
- X2 spade shovel
- X1 piercing nozzle (425gpm @ 100psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4” plywood or 1/16” thick steel plate)
- X1 13’ little giant ladder (11’ maximum working length, 300lbs capacity, NOT flue rated)

Top:
- X1 pouch of spare reciprocating saw blades
- X1 25’ tape measure
- X1 20 V charger Dewalt

Rear End compartment:
- X10 15’ traffic cones
- X1 monitor base with the off switch and Safe-Tak valve) “do not use at less than 35 degrees”
- Edge protection (Edge Pro)
- X1 25' 5” (LDH) hose
- X4 10’ slick 2 H light weight hose
- X1 Sampson hose clamp (can be used with 1 3/8”, 1 1/2”, 2”, 2 1/2”, and 3” double jacketed woven hose, 20’ from apparatus and 5’ from coupling, always stand upside of stream while clamping)
Hydrant box:
- X1 5"/storz adaptor
- X1 5" Denver thread adaptor
- X1 2 1/2" to double 1 1/2" gored wye
- X1 1 1/2" NH to NP adapter
- X1 1 1/4" NP to NH adapter
- Hydrant wrench
- Utility Hydrant wrench
- X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door wrench, pry tool, striking tool)
- X2 Large spanners
- X1 2" cap
- X1 2 1/2" double female adaptor (NH)
- X1 2 1/2" double male adaptor (NH)

Officer side rear compartment:
- X1 35lb ABC extinguisher (rated: 20-A, 120-B, &C)
- X1 1/2 gallon water/microblaze mfe extinguisher (rated: 2-A)
- X1 CO2 26lb extinguisher (rated: 10-B, & C, with 4" horn orifice)
- X2 High rise pack: 3" section of light weight 2 1/2" hose to gared wye to 100' light weight 1 1/2" hose to a Task Force Tip Mid Force automatic fog nozzle (70-200 gpm @ 100 psi w/low flow setting of 30 to 70psi), X1 NH to NP 1 1/2" adaptor, X1 NP to NH 1 1/2" adaptor, X2 7 way spanners, X1 10" pipe wrench
- X2 50' sections of light weight 2 1/2" hose
- X1 Cooper hose Jacket (maximum operating pressure 150psi), classified 'tool' by NFPA pg 549
- X1 set of irons
- X1 rubbish hook
- X1 Utility rope bag (150' braided rope NOT for life safety)
- X2 Single person Hazmat bag
- X2 4 person Hazmat bag

Officer side middle compartment:
- X2 portable floor lights (Halogen 500 watts 120v)
- X2 carry all's (5"x5" and 8"x8")
- X2 salvage tarps (12x14)
- X1 roll of Vlsqueen (plastic cover 10' 4" wide)
- X3 50' electrical extension cords
- X1 junction box with 4 plug-ins
- X2 Pig tails (twist lock to 3 prong adapters)
- X2 2 prong to 3 prong (grounded) adapters

Officer side middle drawers:
- X1 Duck bill lock breaker
- X1 Fire line cape
- X1 A-tool (with lock manipulator)
- X1 Officer tool/Crash axe/pry axe
- X1 6lb. pick axe
- X1 8lb sledge hammer
- X1 12lb sledge hammer
- X3 36" bolt cutters (maximum cutting capacity of 7/16 hard metals and 9/16 soft metals, with replaceable cutting heads)

Wheel compartments front and back:
- X8 air cylinders

Officer front compartment:
- X1 set of irons
- X1 Thermal Imaging Camera (TIC: SCOTT Eagle Imager 160, 4.2 lbs., 4"LCD screen, three mode 'twist change': hands free, hands on, and crawl. 1,100 degree dynamic range. Made of HHRP 'Heat & hit resistant polymer,' 'twist change' battery approx. 4 hr service life)
- X1 X-tool unlock kit
- X1 spare mask
- X1 box of cribbing
- X1 SCBA
- X1 4" D-handled pike pole
- X1 personal rope bag (50' 6mm static kern mantel rope with aluminum carabiner)

Officer side rear cab compartment:
- X1 cab tilt controller

Officer side front cab compartment:

Flf Bag:
- X1 60 minute SCBA bottle (87 cubic ft of air at 4500psi)
- X1 MMR
- X1 SCBA Mask
- X1 pair of trauma shears
- X1 utility knife
- X1 pair channel-lock pliers
- X1 pair tin snips
- X1 heavy tow/haul strap [5', 12,000lbs]
- X2 aluminum carabiners
- X1 rope bag (150' 6mm kern mantel rope)

Up Top:
- X1 8' D-handled, fiberglass shaft, drywall hooks (AKA Cat's paw or plaster hook)
- X1 backboard
- X1 Extend-A-Gun telescoping waterway to mounted deck gun w/stream straightener and variable stream automatic fog nozzle (150-1250gpm @ 100psi, maximum operating pressure of 170 psi)
- X1 hydraulic AC Generator

Ladder Rack:
- X1 24' two section ladder
- X1 14' roof ladder
- X1 10' folding attic ladder
- X1 10', 8', 6' fiberglass handled pike pole

Hose Reel:
- 3,000' of 5" LDH
- 200' of lightweight 2 3/4" preconnected triple stack hose with attached 7 way bale adjustable pattern automatic fog nozzle (50-350gpm @ 100psi)
- 800' of lightweight 2 1/4" hose.

Pre-connects:
- X2 200', 1 1/4" hose line with TFT Mid-Force nozzles (both lines are foam capable)

Inside Cab

Roll-up cabinet in P-area

Top Shelf:
- X1 spare O2 cylinder
- X1 spare c-collar
- X1 AC Hotstick (3 settings: high/low sensitivity & front focused. AC Frequency of 20 – 100 Hz, intrinsically safe PVC housing theoretically able to withstand a 50,000 volt shock)
- X2 signal light sticks (one red, one yellow)
- X1 SCBA Mask bag with 3 smoke detectors and a spare 9 volt battery

Bottom Shelf:
- TIF Combustible Gas Detector (visual and audible indicators, variable sensitivity as low as 5ppm (gasoline), 30 second warm up time, instantaneous response time. Approx. 4 hour run-time battery life, 15" probe, 16 oz weight, operating temp range 32-125 degrees F, 4.8v rechargeable Ni-Cad batteries)
- Q-Ray 4 gas monitor (with battery charger)

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<thead>
<tr>
<th>Gas</th>
<th>Low Alarm</th>
<th>High Alarm</th>
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<td>19.5%</td>
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<tr>
<td>CO</td>
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<td>LEL (Calibrated to Pentane)</td>
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- Digital Camera
- Bin of smoke detectors
- Bin of Educational information (Pamphlets, stickers)
- Spare glucometer

**Netted Storage Area**

**Top Shelf**
- AED with adult and Peds pads
- C-Collar Bag (four adult collars, four ped collars, trauma shears, 2" medical tape, set of headblocks)
- Orange Med kit

**Bottom Shelf**
- O₂/airway kit
  - Main Compartment
    - O₂ cylinder with regulator
    - X3 non-rebreather masks
    - X3 nasal cannulas
    - X2 nebulizers each with 2.25 mg doses of albuterol and 1 dose of Isopro?  
    - X1 nebulizer with bag-valve mask attachment (includes medications listed above)
  - X2 CPAP Masks
  - Front compartments
    - Rope bag with 150' Kern Mantle Static life safety rope 3/4 diameter

**Apparatus specifications**
- Crimson engine/Spartan Chassis
- 1500gpm Waterous pump (6 large diameter discharges at 250gpm)
- 900 gallon water tank
- X2 20 gallon foam tanks (X1 US foam class A/B, X1 Microblate)
- Apparatus length 33'
E - 6502

Unit 6502, 2007 Crimson Heavy Rescue Pumper, VIN - 4S7AU2F908C061013, Plate 829-DY1, Title #10R866992

Listed Equipment Attached

(Leased)

NOTE: The Following Questions remain regarding this Unit:

• Lease is not assignable
• City of Englewood will retain ownership and Denver will operate
• City of Englewood will insure and remain liable for Unit through the end of the lease term
• At the end of the lease term will the Unit title be transferred

NOTE: DENVER WILL BE TAKING THIS VEHICLE INSURANCE

The Denver Fire Department will be using this vehicle while the City of Englewood will continue to make the lease and liability insurance payments.

• Englewood’s cost of insurance for this vehicle is $1,261.00 per year, and the insurance deductible is $150,000.
Compartment

DOE outside cab front compartment
- X1 DOE SCBA

DOE outside cab rear compartment
- X1 Foam fill hose
- X1 Extension cord to plug truck shore line into trucks generator

DOE side first compartment:
- Pump Panel
- X2 Pre connects, 200', 1 1/2" hose lines with TFT Mild-Force nozzles (Both lines are foam capable)
- X2 7 way spanners (couple hose, uncouple hose, roll puller, gas shut off, door wedge, pry tool, striking tool)
- X2 LDH Spanners
- X1 set of front

DOE side second compartment:
- X1 Foam Jet-Lx tip (Foam aspirator, Foam Jet-Low Expansion-Mild Force Hand line) FJ-LX-HM
- X1 1 1/8 Smooth bore nozzle w/ 1 1/2" breakaway (1 1/2/8: 266gpm @ 50psi)
- X1 gated wye (ball valve) 1 1/2 to double 1 1/2"
- X1 2 1/4" Task Force tip Hand line adjustable pattern automatic fog nozzle (95-300gpm @ 100psi)
- X1 2 1/2" gate valve
- X2 mattress hooks (hay hooks)
- X1 Slasmine (double 2 1/4 to single 2 1/4)
- X1 smooth bore nozzle w/ 1", 1 1/8, 1 1/2 orifice (210gpm, 266gpm, 328gpm @ 50psi)
- X1 garden hose (100', for decontamination operations)
- X1 duel 2 1/4 to 3/4" (monitor base/Slasmine)
- X1 screw fits 2 1/4 reducer/expander
- X1 Hydrant wrench
- X1 mallet (dead-blow)
- Smooth bore master orifices: 2 3/8, 4 1/8, 1 1/4, 2" + stream straightener (502gpm, 898gpm, 1444gpm, 1063gpm @ 50psi)
- X2 LDH spanners
- Brassman distributor nozzle (AXA Cellar nozzle 9 holes, 480gpm @100psi, 18' broken stream radius, 9 orifices measurements: 3 @ 1 3/16" and 6 @ 1/2")
- ADAPTERS: 1 1/4" cap, x1 1 1/4" NH to NP (national hose to national pipe), x1 1 1/2" NP to NH, x1 1 1/4" duel male NH, x2 1 1/2" duel female NH, x2 NH to NP, x1 2 1/2" smooth bore adaptor, x5 2 1/4" duel male NH, x5 2 1/2" duel female.
- Tool Box
- Spills/Ker Kit
- Rabbit Tool (Hydra-ram)
- 2 Scoop Shovels
- Plug & Dike
- Bucket of dry sweep w/ trash bags
- Empty 5 gallon bucket
- Air Chisel, Impact wrench, Pneumatic Ratchet (Ajax tool works 90-150 psi, 1,400 blows/min 120 psi average)
- All Tool Kit: Hose and Regulator
- Plug Kit: Wax ring, Putty

Underside:
- X2 tie chalks ('bear traps')
DOE side Third compartment:
- X2 Rescue Saws (Stihl TS-400 Saw RPM at 5950 max, one with a steel blade the other with a Piranha Blade)
- X1 Chain Saws (Stihl MS 460, 3 in a row or 6 total, 2,500 rpm idle speed)
- X1 Acetylene Torch
- X1 Chain Saw Kit
- Spare Rescue Saw Blades (6 masonry, 6 metal cutting @400 rpm)
- Spare Bullet Chains
- Hose Roller Edge protection (Edge Pro)

DOE side middle drawer:
- X1 Push Brooms / handles
- X1 35° Bolt Cutter
- X1 12" Channel Lock Pliers
- X1 6lb. pick axe
- X1 15" Crescent (adjustable) wrench
- X1 8" Vise Grip Pliers
- X4 hose strap
- X1 4" duct rips
- X1 Hydraulic Wrench
- TFF Piercing nozzle (125gpm @ 100psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 1/16" thick steel plate)
- Battering Ram

Front rear wheel compartment
- X1 gas can 1 gallon (unleaded)
- X2 can 50:1 saw Pre-mix fuel
- X1 funnel
- X1 scoop
- X1 Cooper hose Jackers (maximum operating pressure 150psi, classified 'tool' by IFSTA pg 649)

Back rear wheel compartment
- Diesel fuel fill
- Floor dry fill and dispense underneath apparatus behind rear left tire

DOE side rear compartment:
- Lampe High Pressure Air Bags (145 psi 16' long air hoses)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Size</th>
<th>Tons</th>
<th>Cub/ft air</th>
<th>Rise</th>
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<tr>
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<td>24&quot;x24&quot;</td>
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<td>16.6</td>
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<td>16&quot;x16&quot;</td>
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<td>4.8</td>
<td>5-9.5&quot; / 9&quot;</td>
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<td>2</td>
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<td>.8</td>
<td>3-5.5 / 3&quot;</td>
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- Lampe low Pressure Air Bags (14 psi 16' long air hoses)

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<th>Cub/ft air</th>
<th>Rise</th>
<th>Model</th>
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<td>9</td>
<td>14</td>
<td>12-20&quot;</td>
<td>Pillow M35</td>
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<tr>
<td>1</td>
<td>33&quot;x25&quot;</td>
<td>8</td>
<td>26</td>
<td>25-35&quot;</td>
<td>High Lift M50</td>
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</tbody>
</table>

- X1 13' little giant ladder (11' maximum working length, 300lbs capacity, NOT fire rated)
- 2x High Rite Bags: 3' section of light weight 2 1/4" hose to gated wye to 100' light weight 1 1/4" hose to a Task Force Tip Mid Force automatic fog nozzle (70-200 gpm @ 100 psi w/flow setting of 30 to 70psi), X1 NH to NP 1 1/4" adaptor, X1 NP to NH 1 1/4" adaptor, X2 7 way spacers, X2 10" pipe wrench
- 2x 2.5" 50' lightweight hose
- Trash Hook
• Res-Q-Jacks:
  • 2x Space Saver Adjustable Stand (4,000 lbs @ 72°)
    • 36.5" Collapsed
    • 90" Extended
    • 2 Cam Buckle Straps 750 lbs working load
    • Weight 49.5
  • 2x Space Saver Adjustable Jacks (4,000 lbs lifting)
    • 36.5" Collapsed
    • 90" Extended
    • 12" + Jack Travel
    • 2 Cam Buckle Straps 750 lbs
    • Channel, Round Point, Chain Grab End Fitting (CRG)
    • Weight 42 lbs
  • 4x Chain and hook assembly with 4' of chain (Hooks Rated 3,900 lbs)
    • Large J Hook
    • T Hook
    • Small J Hook
    • Chain Shortening
  • 1x Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)
    • Large 15" J Hook
    • Small J Hook
    • T Hook
    • Chain Shortening
  • 4x Small Clusters (No Large "J" Hook or 4' length of chain) 3,900 lbs
  • 4x 16" Lifting Chain (7,100 lbs working load)
  • 2x Picket anchor stakes 4' long and 20" long
  • 2x 2' by 27' Heavy Duty Ratchet Straps 3,300 lbs (with 3/8" Chain)
  • 3x 2' by 27' Medium Duty Ratchet Straps 2,000 lbs w/snap hooks
  • 2x 2' by 27' Heavy Duty Ratchet Straps 3,300 lbs w/ wire hooks

Bear End compartments:
• X1 15" traffic cones
• X1 monitor base with tie off strap and Safe-Tak valve *do not use at less than 35 degrees*
• X1 Samson hose clamp (can be used with 1 1/4", 1 3/4", 2", 150-300 psi flowing and 200 psi static, 2 1/4", and 3" 100-500 psi flowing and 125 psi static, double jacketed woven hose do not use on plastic or rubber coated hose, stand upstream when clamping 20' from apparatus and 5' from coupling, always stand upside of stream while clamping)
• X1 35lbs ABC extinguisher (rated: 20-A, 120-B, & C, Ammonium phosphate base, pressurized with nitrogen to 195psi, tested to 58psi, hose tested to 500psi operating pressure 250 psi)
• X1 CO2 26 lbs extinguisher (rated: 10-B, & C, with 4" horn orifice, Operating temps between -40-120 degrees, Pressure test to 3000psi, Operating pressure 800-900psi at 70 degrees, operate 10' from fire PASS)
• Winch
• Winch kit (Coating line strap and pulley)
• Hydraulic bottle Jacks (2x 20 ton, and 2x 20 ton)

Hydrant box:
  • X1 1 1/2"/300 psi adapter
  • X1 1 1/2" Denver thread adapter
  • X1 1 1/2" to double 1 1/2" gated yoke
  • X1 1 1/2" NH to NP adapter
  • X1 1 1/2" NP to NH adapter
  • Hydrant wrench
  • Littleton hydrant wrench
  • X2 2 way spanners (couple hose, uncouple hose, nail puller, gate shutoff, door wedge, pry tool, striking tool)
  • X2 Large spanners
  • X1 2 1/4" cap
- X1 2 1/2" double female adaptor (NH)
- X1 2 1/2" double male adaptor (NH)

**Officer side rear compartment:**

**Top Shelf:**
- X2 100' Twin Line Amkus Hydraulic Lines on electric rolls
- X1 Amkus Model 3000 Spreader (10,500 psi operating pressure, 16,950 lbs max spreading force, 32" max spreading distance, weight: 47.5 lbs)
- X1 Amkus 21 Cutter (10,500 psi operating pressure, 72,000 lbs max cutting force, 6" spread)
- X1 Amkus Model 408 Ram (10,500 psi operating pressure, 30,650 lbs extending force, 14,400 lbs pulling force, length 25.4" retracted 40" extended)
- X2 Holmatro "Core" Hydraulic Lines (32' long)
- Holmatro Spreader (Model H242-LIL, 10,500 psi Allowable Operating Pressure, 19,595 lbs Max and 8,800 lbs min. Spreading force measured at the back of lip, 11,200 lbs max and 6,225 lbs Min. pulling force, 27 max spreading distance, weight: 39 lbs, temp range -4 to +176 degrees F)
- Holmatro Cutter (Model 4050-NCT, 10,500 psi Allowable Operating Pressure, 208,000 lbs Max Cutting Force, 7 3/8" Opening at tips, weight: 40 lbs, temp range -4 to +176 degrees F)

**Bottom Shelf:**
- Holmatro Hydraulic Pump (DPU31, 3.5 hp 4 stroke, Two stage senses leaks and shuts down, capable of hot swap)
- Step Chalks
- Box of Cribbing (Various sizes)

**Officer side third compartments:**
- Carry-alls
- Tarps
- Floor runners
- Savage covers
- Hazmat bags

**RIT Bag:**
- X1 60 minute SCBA bottle (67 cubic ft of air at 4500psi)
- RIT Bag Containing:
  - X1 MMR
  - X1 SCBA Mask
  - X1 pair of trauma shears
  - X1 utility knife
  - X1 pair channel-lock pliers
  - X1 pair tie snips
  - X1 heavy tow/haul strap (5', 12,000lbs)
  - X2 aluminum carabiners
  - X1 rope bag (150' 5mm kern mantel rope)

**Officer side middle drawers:**
- K-tool
- X1 4’ pike pole with D handle
- X1 panic door unlock tool
- X1 35” box cutters (maximum cutting capacity of 7/16 hard metals and 9/16 soft metals, with replaceable cutting heads)
- X1 12lb Sledge hammer
- X1 35” pipe wrench
- X1 6lb pick head axe
- X1 6lb Flat head axe
- X2 utility knives
- X1 Pry bar
- X1 Crow bar

**Wheel compartments front and back:**
- X8 air cylinders (30 min. bottles each holding 45 cu/ft air)

**Officer second compartment:**

**Top Shell:**
- X2 500w Portable scene lights
- X2 250' extension cords
- Pig tails/adapters

**Middle Shell:**
- X1 Dewalt Battery charger and spare battery
- Dremel tool
- X1 110v Reciprocating saw
- X1 hard case containing two Recp saw blade pouches, drill bits.
- Milwaukee Reciprocating Saw

**Dewalt Cordless Tools**
- X1 Drill
- X1 Grinder
- X2 Reciprocating Saws
- X1 Flashlight
- X1 Circular Saw

**Bottom Shell:**
- X1 PPV Gas Fan (SuperVac Model 728g4-h, 7 bladed 18" airfoil propeller, 4 cycle 0.5 horsepower engine, rated at 15,590 cfm, 3535rpm, approx 42lbs, 84 decibels at 7 meters, 310 minute runtime) 18 degree optimum operating angle @ 8'
- X1 PPV Electric Fan (SuperVac 14,600 cfm)

**Officers side front compartment:**
- Pump Panel- 5" Intake, 5" Discharge, 2 X" Discharge
- Mounted cord reel 200' with Junction Box
- X2 12' connects, 200', 1 X" hose lines with TFT Mid-Force nozzles (Both lines are foam capable)
- X1 1 1/2 gallon water/microblaze mix extinguisher (rated: 2-A)
- X1 6' D-handled, fiberglass shaft, drywall hooks (NLA Cat's paw or plaster hook)
- X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door wedge, pry tool, striking tool)
- X2 LDH Spanners
- X1 set of Irons

**Officer side rear cab compartment:**
- Tool Bag

**Officer side front cab compartment:**
- Officer Air Pak

**Up Top "Coffin" Compartment**
- X2 6', 8', 10' fiberglass handled pike poles
- Stokes Basket
- Stokes Basket rigging kit
- Back Board
- Tripod
- Water-vac with hoses
- X1 spade shovel
- X2 Square point shovel
- 5 gallon bucket of Absorbent
- 5 gallon bucket rehab Mister fan
- Pop up Shade tent
UP Top Small Compartment
- Sump-pump (Positive displacement pump uses a geared mechanism for water movement, cannot plug discharge hose while operating. 110 gal. per hr. 10” max height)
- 50’ section of 1 1/2” for sump-pump
- Visqueen

Ladder Rack
- X1 35’ 3 section ladder
- X1 14’ roof ladder
- X1 10’ folding attic ladder
- X1 10’, 8’, 6’ fiberglass handled pike pole

Hose Bed
- 1,000’ of 5” LDH
- 200’ of lightweight 2 1/2” preconnected triple stack hose with attached 7 way bale adjustable pattern automatic fog nozzle (50-150gpm @ 100psi)
- 800’ of lightweight 2 1/2” hose.

Pre-connects
- X2 200’, 1 1/2” hose lines with TFT Mid-Force nozzles (both lines are foam capable)

Inside Cab

Roll-up cabinet in FF area
- X1 AC Horstick (3 settings: high/low sensitivity & front focused. AC Frequencies of 20 – 100 Hz, Intrinsically safe PFC housing theoretically able to withstand a 50,000 volt shock)
- X2 signal light sticks (one red, one yellow)
- X1 SCBA Mask bag with 3 smoke detectors and a spare 9 volt battery
- Heat Gun/Electrical sensor
- X1 Thermal Imaging Camera (TIC: SCOTT Eagle Imager 16G, 4.2 lbs. 4” LCD screen, three modes ‘twist change’; hands free, hands on, and crawl, 1,100 degree dynamic range. Made of HHAP ‘Heat & hit resistant polymer, ‘twist change’ battery approx. 4 hr service life)
- TIF Combustible Gas Detector (Visual and Audible Indicators, variable sensitivity as low as 5ppm (gasoline). 30 second warm up time, Instantaneous response-time. Approx. 4 hour run-time battery life, 15” probes, 16 oz weight, operating temp range 32-125 degrees F, 4.8v rechargeable Ni-Cd batteries)
- Q ray 4 gas monitor (with battery charger)

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<tr>
<th>Gas</th>
<th>Low Alarm</th>
<th>High Alarm</th>
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</thead>
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<td>23.5%</td>
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<tr>
<td>CO</td>
<td>35 ppm</td>
<td>70 ppm</td>
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<tr>
<td>H2S</td>
<td>10 ppm</td>
<td>20 ppm</td>
</tr>
<tr>
<td>LEL (Calibrated to Pentane)</td>
<td>10%</td>
<td>20%</td>
</tr>
</tbody>
</table>

- Digital Camera
- N95 masks
- Chempro Chemical detector
- TIC battery charging station with spare TIC battery

Netted Storage Area

Top Shelf
- AED with adult and Peds pads
- X1 spare O2 cylinder
- X1 spare c-collar
- Air Splints
• C-Collar Bag (four adult collars, four ped collars, Trauma shears, 2" medical tape, set of head blocks)
  • Orange Med kit

Bottom Shelf
  • O2/airway kit
  • Rope bag with 150' Kern Mantle Static life safety rope 3⁄8" diameter 3:1

Apparatus specifications
  • Crimson engine/Spartan Chassis
  • 1500gpm Waterous pump (6 large diameter discharges at 250gpm)
  • 500 gallon water tank
  • XL 2D gallon foam tanks (X1 US foam class A/B, X1 Microblaze)
  • Apparatus length'
E - 6503

Unit 6503, 2008 Chevrolet Silverado 2500, VIN - 1GCHK23658F223491, Plate 094-FIJ
Title #10R898001

Listed Equipment Attached
E – 6504

Unit 6504, 2009 Bauer TCOM-25 Trailer/Compressor, VIN – 1B9PE12229N730150,
Plate 491-CEH, Title #10R952424

No Equipment Listed
E - 7388

Unit 7388, 2005 Chevrolet Impala – Silver, VIN - 2G1WF52K959349118, Plate 441-LIV
Title #10R738508

No Equipment Listed
E - 7389

Unit 7389, 2005 Chevrolet Impala – Red, VIN - 2G1WF52K659349271, Plate 440-LIV
Title #Unknown

No Equipment Listed
Unite 7390, 2005 Chevrolet Impala – Grey VIN - 2G1WF52K359352614, Plate 445-LIV
Title #Unknown

No Equipment Listed
E - 6475

Unit 6475, 1930 Ford Firetruck, VIN - AA4033258, Plate 166868, Title # 10P861715

NOTE: The City of Englewood will retain this vehicle
E - 6474

Unit 6474, 1948 Chevrolet Ambulance, VIN – FAA414680, Plate 43C393, Title #10P860335

NOTE: The City of Englewood will retain this Vehicle
Exhibit E - I

MISCELLANEOUS EQUIPMENT

Extrication Equipment – List Attached
Exhibit E – II

FIRE STATION INVENTORY

Tejon Station, Acoma Station, Jefferson Station

List Attached
Exhibit E – III

ELECTRONICS

1-Pads, 1-Phones, Dura XT, Samsung Galaxy, Airave, Jsvejcar Modem, Gobi Connection, Panasonic, Surface

List Attached
Exhibit E – IV

SPARE FIRE TRUCK PARTS

List Attached
Exhibit E - V

List of IT Equipment at Acoma, Jefferson, and Tejon Fire Stations
ACOMA FIRE STATION

IT INFRASTRUCTURE
JEFFERSON STATION

IT INFRASTRUCTURE
TEJON STATION
IT INFRASTRUCTURE
Exhibit E - VI

WILDLAND EQUIPMENT

List Attached

(IN STORAGE AT THE SERVICE CENTER)
Exhibit E – VII
EQUIPMENT GOING TO DENVER FIRE DEPARTMENT
Exhibit E – VIII
EQUIPMENT REMAINING WITH THE CITY OF ENGLEWOOD
EXHIBIT F

AMBULANCE VEHICLES and EQUIPMENT

The following vehicle(s)/equipment will be going to the Denver Fire Department:

<table>
<thead>
<tr>
<th>Equipment #</th>
<th>Description</th>
<th>VIN/Serial #</th>
<th>License</th>
<th>Title #</th>
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<tbody>
<tr>
<td>Unit 6353</td>
<td>2009 Chevrolet Cut Away</td>
<td>1GBE4V1929F402606</td>
<td>273-UHF</td>
<td>10G094378</td>
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<tr>
<td>Unit 6354</td>
<td>2012 Dodge Ambulance</td>
<td>3C7WMCL6CG210455</td>
<td>453-YOM</td>
<td>10B106384</td>
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</table>

Including the Listed Equipment currently on the Vehicles as set forth on Exhibit F-6353 and Exhibit F-6354.
F 6353

Unit 6353  2009 Chevrolet Cut Away CC4V042, VIN 1GBE4V1929F402606,
Plate 273-UHF, Title # 10B094378

Listed Equipment Attached

NOTE: DENVER WILL BE TAKING THIS VEHICLE
Equipment on Medic units

Non-medical supplies other than Narc’s

2- Tough pads
2- Portable radios w/carriers
1-Knox box w/key
1-Suction unit
1-Pediatric kit, (filled from inventory list)
1-Medical box W/meds (filled from inventory list)

MEDICATIONS “NARC’S” kit Fentanyl, Ketamine, Versed.

Triage Tarps, 1-GRN, 1-Yellow & 1-Red
2-3, Long spine boards w/straps
1-Ferno Scoop
2- Scott SCBA’s
2- Spare SCBA bottles
2- Survivor hand lights (stream light)
2- Vulcan Box lights
1-Jumper cables
Assorted cribbing
1-Hydrant wrench
1-Porta-power
1-Tool box assortment of hand tools
1-Box Air Chisel w/tips
1-Come-a-long
2-Dry Chem Extinguishers
1-Flat head axe

1-Halligan

1-Orange CPR kit (supplies filled from inventory list)

1-Red O2 kit (supplies filled from inventory list)

1-Life Pack 15 w/on board charger

1-Masimo- SPO2 CO monitor

1-Striker Pram w/spare battery

1-Saline cooler

1-Striker Stair chair

2-Clark headsets

2-Safety vests
# Medical Supply Inventory

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Qty</th>
<th>Item Description</th>
<th>Qty</th>
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<td>2</td>
<td>Airway Suction Canister with lid</td>
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<td>3.0 ET Tube</td>
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<td>3.5 ET Tube</td>
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<td>O2 Ga Decompression Needles</td>
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Unit 6354  2012 Dodge Ambulance, VIN 3C7WDMCL6CG210455, Plate 453-YOM, Title # 10B106384

Listed Equipment Attached

NOTE: DENVER WILL BE TAKING THIS VEHICLE
**Equipment on Medic units**

*Non-medical supplies other than Narc’s*

2- Tough pads

2- Portable radios w/carriers

1-Knox box w/key

1-Suction unit

1-Pediatric kit, (filled from inventory list)

1-Medical box W/meds (filled from inventory list)

MEDICATIONS “NARC’S”kit  Fentanyl, Ketamine, Versed.

Triage Tarps, 1-GRN, 1-Yellow & 1-Red

2-3, Long spine boards w/straps

1-Ferno Scoop

2- Scott SCBA’s

2- Spare SCBA bottles

2- Survivor hand lights (stream light)

2- Vulcan Box lights

1-Jumper cables

Assorted cribbing

1-Hydrant wrench

1-Porta-power

1-Tool box assortment of hand tools

1-Box Air Chisel w/tips

1-Come-a-long

2-Dry Chem Extinguishers
1-Flat head axe
1-Halligan
1-Orange CPR kit (supplies filled from inventory list)
1-Red O2 kit (supplies filled from inventory list)
1-Life Pack 15 w/on board charger
1-Masimo- SPO2 CO monitor
1-Striker Pram w/spare battery
1-Saline cooler
1-Striker Stair chair
2-Clark headsets
2-Safety vests
## Medical Supply Inventory

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Medic: 21

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2/22/2015
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<td>1</td>
<td></td>
</tr>
<tr>
<td>14 Ga Angiocath</td>
<td>10</td>
<td></td>
<td>Mucosal Atropinization Device</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>16 Ga Angiocath</td>
<td>10</td>
<td></td>
<td>Restraints</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>18 Ga Angiocath</td>
<td>1 bx</td>
<td></td>
<td>Commercial tourniquet</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>20 Ga Angiocath</td>
<td>1 bx</td>
<td></td>
<td>Meds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 Ga Angiocath</td>
<td>5</td>
<td></td>
<td>Albuterol</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>24 Ga Angiocath</td>
<td>5</td>
<td></td>
<td>Adrenaline 12mg</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>18 Ga Blunt Tip Needles</td>
<td>10</td>
<td></td>
<td>Amiodarone</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>18 Ga Needles</td>
<td>10</td>
<td></td>
<td>Aspirin (bottle)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>20 Ga IM Needles</td>
<td>5</td>
<td></td>
<td>Atropine</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>19 Ga Butterfly Needles</td>
<td>2</td>
<td></td>
<td>Atropen (Ipratropium)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>21 Ga Butterfly Needles</td>
<td>2</td>
<td></td>
<td>Dexameth (Diphenylhydantion)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>23 Ga Butterfly Needles</td>
<td>2</td>
<td></td>
<td>Dextrose 25%</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>25 Ga Butterfly Needles</td>
<td>2</td>
<td></td>
<td>Dextrose 50%</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Arm Boards</td>
<td>2</td>
<td></td>
<td>Diamine (400mg)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Introducer Intussusus Needle</td>
<td>1</td>
<td></td>
<td>Enl 1:1</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Tourniquets</td>
<td>10</td>
<td></td>
<td>Enl 1:1 (multi-dose)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Tourniquets (Latex Free)</td>
<td>5</td>
<td></td>
<td>Epi 1:10</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Intracutaneous Infusion Set</td>
<td>30</td>
<td></td>
<td>Tourniquets</td>
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<tr>
<td>Macroderm Dermal Infusion Set</td>
<td>5</td>
<td></td>
<td>Glucagon Paste (shock)</td>
<td>3</td>
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<tr>
<td>Microderm Dermal Infusion Set</td>
<td>5</td>
<td></td>
<td>Haldol (Haloperidol)</td>
<td>2</td>
<td></td>
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<tr>
<td>Blood Pump</td>
<td>10</td>
<td></td>
<td>Calcium Gluconate</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Donets 150cc</td>
<td>2</td>
<td></td>
<td>Lidocone Jelly</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Normal Saline 1000cc</td>
<td>30</td>
<td></td>
<td>Lidocaine for 2%</td>
<td>2</td>
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<tr>
<td>5% Dextrose 500cc</td>
<td>2</td>
<td></td>
<td>Magnesium Sulfate</td>
<td>2</td>
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<tr>
<td>Normal Saline 50cc</td>
<td>2</td>
<td></td>
<td>Narcan (Naloxone)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Sterile 0.9% Dextrose Solution</td>
<td>2</td>
<td></td>
<td>Nitroglycerin (spray pill)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Vacutainer Blood Tube Holders</td>
<td>30</td>
<td></td>
<td>Racemic Epi</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Alcohol Wipes</td>
<td>1 bx</td>
<td></td>
<td>Sodium Bicarb 4.2%</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Adult Veni Gauges</td>
<td>50</td>
<td></td>
<td>Sodium Bicarb 8.4%</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Accu-Check Test Strips</td>
<td>1</td>
<td></td>
<td>Solu-Medrol</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Multi-sample Luer Adapter</td>
<td>1 bx</td>
<td></td>
<td>Intranasal (Phenylephrine)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Lancets</td>
<td>1 bx</td>
<td></td>
<td>Topical Ophthalmic</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3 Way Stopcocks</td>
<td>1</td>
<td></td>
<td>Blood tubes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sm Sharps Container (spare)</td>
<td>1</td>
<td></td>
<td>Red top</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Well Mount Sharps Box (spare)</td>
<td>1</td>
<td></td>
<td>Green top</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>10cc Saline flush/Hubs</td>
<td>30</td>
<td></td>
<td>Lavender top</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>1cc TB Syringe</td>
<td>5</td>
<td></td>
<td>Blue top</td>
<td>30</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT G

DENVER CIVIL SERVICE COMMISSION

INFORMATION BOOKLET

FIREFIGHTER – LATERAL APPOINTMENT

PROCESSED THROUGH AN INTER-GOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE CITY AND COUNTY OF

DENVER, COLORADO FIRE DEPARTMENT
DENVER CIVIL SERVICE COMMISSION

INFORMATIONAL BOOKLET

FIREFIGHTER - LATERAL APPOINTMENT

PROCESSED THROUGH AN
INTER-GOVERNMENTAL AGREEMENT (IGA)

TRANSITION OF FIRE SUPPRESSION SERVICES

FROM

ENGLEWOOD, COLORADO TO THE
DENVER, COLORADO FIRE DEPARTMENT

MARCH, 2015

Table of Contents

Proposed Englewood F.D. Examination and Screening Schedule .............. 1
EEO/Request for Reasonable Accommodation ........................................... 2
Salary and Benefits ................................................................................... 2
Work Schedule .......................................................................................... 3
Academy Class .......................................................................................... 3
Change in Applicant's Personal Information .............................................. 3
Duties and Work Responsibilities, Job Requirements ............................... 4
Questions (?) ............................................................................................ 4
Minimum Qualifications ............................................................................ 5
Legal Matters and Criminal Convictions .................................................. 6
Drugs .......................................................................................................... 10
Traffic and Driving Related Offenses ....................................................... 17
Vacations or Extended Absences .............................................................. 18
Examination and Screening Phases ......................................................... 18
Vision Standards ....................................................................................... 22
Hearing Standards .................................................................................... 22
Denver Fire Academy Physical Fitness Program Preparation Guide .......... 23
Essential Firefighting Functions ................................................................. 24
Commission Address/Phone, Public Transportation and Parking Info ........ 31
Map/Directions to Commission ................................................................. 32

1 NOTE: The provisions contained in this informational booklet do not create or constitute any contractual rights between or among the Civil Service Commission, the City and County of Denver and any individual applicant or employee. The provisions of this informational booklet are related to a proposed inter-governmental Agreement to Provide Fire Protection between the City of Englewood, CO and the Denver, Colorado Fire Department
PROPOSED ENGLEWOOD F.D.
EXAMINATION AND SCREENING SCHEDULE

For purposes of this Examination process, the Commission will waive the requirement for current Englewood Firefighters to take the Denver Entry-Level Firefighter Written Examination.

For purposes of this Examination process, current Englewood Firefighters will be required to provide (to the Denver Civil Service Commission) a copy of a current Candidate Physical Ability Test (CPAT) certification by April 24, 2015 in order to be placed on the appropriate Eligible Register.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listing of applicants from Englewood F.D. to CSC</td>
<td>March 5</td>
</tr>
<tr>
<td>CSC sends applicants electronic copy of Supplemental Application and Background History Form</td>
<td>March 9</td>
</tr>
<tr>
<td>Notification from Denver CSC to Englewood applicants to create personal profile and apply through iCIMS</td>
<td>March 9</td>
</tr>
<tr>
<td>Application period</td>
<td>March 9 March 16</td>
</tr>
<tr>
<td>Supplemental Application and Background History Form due by</td>
<td>March 16</td>
</tr>
<tr>
<td>Written Suitability Assessment starting</td>
<td>March 18 (1:00 p.m.)</td>
</tr>
<tr>
<td>Note: As part of the Written Suitability Assessment, applicants must also complete a Behavioral Questionnaire.</td>
<td></td>
</tr>
<tr>
<td>Polygraph and Suitability appointments begin</td>
<td>March 23</td>
</tr>
<tr>
<td>Polygraph results due by</td>
<td>March 30</td>
</tr>
<tr>
<td>CSC sends Polygraph results to Psychologist</td>
<td>March 30</td>
</tr>
<tr>
<td>Suitability results due from Psychologist by</td>
<td>April 3</td>
</tr>
<tr>
<td>Background Interviews begin</td>
<td>April 6</td>
</tr>
<tr>
<td>Background Reports from Investigators due</td>
<td>April 17</td>
</tr>
<tr>
<td>Background files sent to Commissioners for review</td>
<td>April 20</td>
</tr>
<tr>
<td>CPAT certification due by</td>
<td>April 24</td>
</tr>
</tbody>
</table>
Commissioners vote on review of Background files
Certification of names to Executive Director of Safety
Conditional Job Offers given by Executive Director of Safety
CSC to provide medical packets to applicants
Written MAPL-2 administered
Psychological Review, Medical, and Drug Screens begin
Psychological, Medical, and Drug Screen results due
Final Job Offers from Executive Director of Safety
Tentative Fire Academy start date

May 1
May 1
May 4
May 4
May 9 (7:00 a.m.)
May 10 (7:00 a.m.)
May 11
May 22
May 26
May 29
June 1

INFORMATIONAL SUMMARY

EEO/REQUEST FOR REASONABLE ACCOMMODATION

The City and County of Denver is an Equal Opportunity Employer. The Civil Service Commission and the Denver Fire Department, as agencies of the City and County of Denver, are committed to equal employment opportunity and compliance with all laws governing the application and hiring of suitable applicants for employment with the Denver Fire Department.

If any applicant or prospective applicant requires reasonable accommodation (per the Americans with Disabilities Act) in order to participate in any examination phase noted herein, the applicant must advise the Commission in advance, in writing, and provide supporting medical documentation. Each request will be reviewed on a case-by-case basis. The submission of a request does not necessarily mean that the request will be granted.

SALARY AND BENEFITS

Pay and benefits for Denver Firefighters is determined by collective bargaining agreements between the City and County of Denver and local union officials. Generally, collective bargaining agreements are established for three-year increments.

Pay Scale: 2015 Salary

<table>
<thead>
<tr>
<th>Grade</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$49,079.00</td>
</tr>
<tr>
<td>2016</td>
<td>$54,365.00</td>
</tr>
<tr>
<td>2017</td>
<td>$60,405.00</td>
</tr>
<tr>
<td>2018</td>
<td>$67,506.00</td>
</tr>
<tr>
<td>2019</td>
<td>$75,506.00</td>
</tr>
</tbody>
</table>
Benefits: Paid sick leave and vacation  
Medical and Dental insurance  
Uniforms and most equipment furnished  
Pension plan

Per City and County of Denver Charter §9.5.5 - Applicants who are employed as Denver Lateral Firefighters shall be appointed to Firefighter 4th Grade until successful completion of the Fire Academy. At such time, the Executive Director of Safety may continue the appointment as a Firefighter 4th Grade or may appoint the applicant, based upon merit, experience, or record to:

- The rank of Firefighter 3rd Grade, if that member has 3 years but less than 5 years prior Firefighter experience at the date of application.
- The rank of Firefighter 2nd Grade, if that member has more than 5 years but less than 8 years prior Firefighter experience at the date of application.
- The rank of Firefighter 1st Grade, if that member has 8 or more years prior Firefighter experience at the date of application.

The Lateral Firefighter may not contest the appointed rank and pay.

WORK SCHEDULE

The work schedule consists of a 48-hour average work week. Each Firefighter works one day (24 hours) and then has two days (48 hours) off. Every seventh shift, each Firefighter is scheduled for an additional day off. At the discretion of the administration, Firefighters may also be assigned various other work schedules in accordance with their work assignments.

ACADEMY CLASS

As a result of this examination for applicants from the Englewood Fire Department, applicants will be considered for a Firefighter Academy class anticipated to begin June, 2015.

THE ABILITY TO PERFORM THE ESSENTIAL JOB FUNCTIONS

Applicants must be capable of performing the essential job functions of an entry-level Firefighter with or without reasonable accommodation. All phases of the examination are designed to measure an applicant's ability to perform the essential functions of the job. Please refer to the section Essential Firefighting Functions (pgs. 24-29). See also Knowledge Areas on page 30.

CHANGE IN APPLICANT'S PERSONAL INFORMATION

Applicants are required to notify the Commission in writing of any change in personal information such as address, telephone/cell number, and e-mail. Additionally, applicants called on for further screening/processing, must notify the Commission in writing of any change to their Supplemental Application and/or Background History Form information.
**DUTIES AND WORK RESPONSIBILITIES**

Under supervision, Firefighters respond to fire alarms with assigned company, and assist in extinguishing fires in the protection of lives and property; assist in cleaning and caring for apparatus, equipment, and quarters; administer first aid treatment; assist in rescue work in various emergencies; and inspect buildings for fire hazards and compliance with fire prevention ordinances. At various points in their careers, firefighters may also be assigned to work in support divisions such as, but not limited to, human resources, fire dispatch, or fire prevention. For additional information see the Essential Firefighting Functions section (pgs. 24-29).

**JOB REQUIREMENTS**

MAINTAINING PHYSICAL CONDITIONING: Firefighters are required to maintain a specified level of physical stamina and conditioning throughout their career. Annual tests may be conducted to ensure compliance.

MAINTAINING EMERGENCY MEDICAL TECHNICIAN (EMT) STATE CERTIFICATION: E.M.T. Certification is not required prior to testing or hire. Initial certification will be received as part of the academy training. While employed with the Denver Fire Department, Firefighters are required to obtain and maintain certification as an EMT.

**SOLICITATION OF PREFERENTIAL TREATMENT**

Solicitation or attempted solicitation (lobbying) in connection with any application or testing for original appointment, or for placement on an eligible register, or for certification for appointment to a position in the classified service, may be grounds for disqualification. This includes intervention on behalf of any applicant, outside of references and information provided in the background investigation process, by the respective department or any of its members, by a member of City Council, by any City official or City employee, or by a Commissioner or employee of the Commission. Personal references and letters of recommendation are considered during the background investigation only. An applicant may provide, as part of the background investigation process, letters of reference and the names, contact information, and nature of relationship for references he or she believes should be contacted during the background investigation.

**QUESTIONS (?)**

If you have questions not covered in this summary, call the Civil Service Commission office at (720) 913-3371 (Monday-Friday, 7:00 a.m. to 5:00 p.m.) excluding holidays.
MINIMUM QUALIFICATIONS

GENERAL INFORMATION

Applicants must meet all of the minimum qualifications. Except as noted, any failure to meet one or more of the minimum qualifications will result in your automatic disqualification.

Please note that some qualification standards, regarding certain criminal and illegal drug related behavior, have particular age limits and/or time lines associated with them.

For example: "at age 21 or older" or "while under the age of 21"; within the past "sixty (60) months (5 years)", or within the past "one-hundred twenty (120) months (10 years)", or "during an individual’s lifetime" ("have you ever... ").

Reviewing Definitions of Terms: Your understanding of the General, Legal/Criminal, Illegal Drug, and Traffic related terms and offenses contained in this booklet is critical to your ability to determine if you meet the minimum qualifications. For a complete listing of Definitions of Terms, please refer to Commission Rule 1 located on our website at: www.denvergov.org/civilservice. The link to “Commission Rules” can be located in the section titled About the Commission, on our homepage.

BASIC MINIMUM QUALIFICATIONS

- CITIZENSHIP: Applicants must be citizens of the United States on or before the date of application. Acceptable proof of such must be presented if selected to proceed. Acceptable proof of United States citizenship shall include a birth certificate from within the United States, naturalization papers, a United States passport, or a Certificate of Live Birth Abroad of a United States Citizen.

- COLORADO RESIDENCY: Applicants must be bona fide residents of the State of Colorado at the time of appointment (hire). (There is no minimum time limit to establish residency.)

- AGE: Applicants must be at least twenty-one (21) years of age on or before the date of application. Acceptable proof of age will be required. Acceptable substitutes for a birth certificate include naturalization papers and/or a valid passport.

- EDUCATION: Applicants must have a high school diploma or a General Equivalency Diploma (GED) on or before the date of application. Acceptable proof of a high school diploma or GED certificate will be required. Acceptable substitutes for a high school diploma or GED certificate include an original certified high school transcript bearing the official school seal and showing graduation date, or an original letter from the school on the school's letterhead which verifies the graduation.

- DRIVER’S LICENSE: Applicants must possess a valid automobile driver’s license on or before the date of application and up to and including the date of appointment, and must maintain any licensing requirements of the Denver Fire Department.
CHARACTER AND BACKGROUND MINIMUM QUALIFICATIONS

- CHARACTER AND BACKGROUND: An applicant must be of good moral character as required by the Charter of the City & County of Denver. In reviewing an applicant’s character and background, the Commission will consider the standards of ethical conduct, integrity and honesty that shall guide the behavior of a member of the Denver Fire Department.

LEGAL MATTERS & CRIMINAL CONVICTIONS

GENERAL CONSIDERATIONS

- CONVICTION: See below for the definition of "Conviction." Throughout this booklet the term "Conviction" applies to the following categories of offenses:
  a. Any adult criminal offense
  b. Any juvenile offense when the juvenile was charged as an adult
  c. Any juvenile offense adjudicated in a juvenile court when the offense would be classified as a felony or misdemeanor (as applicable) if committed by an adult

- JUVENILE RECORD OR ADULT CRIMINAL RECORD: If you are unsure of the formal legal status of any items in your juvenile record or your adult criminal record, you are urged to obtain a copy of your criminal history. If after reviewing your juvenile or criminal history you still have questions, you should obtain legal advice prior to submitting your application. Civil Service Commission staff cannot provide you with legal advice in these matters.

- SEALED OR EXPUNGED RECORDS: Juvenile records and adult criminal records are not automatically “expunged” or “sealed”. To be expunged or sealed, it requires an “order of the court”. If a criminal record or juvenile record has been “sealed” or has been “expunged”, by an “order of the court”, or if a criminal conviction has been “pardoned”, it may have an effect on how you answer certain questions in the application process.

KEY DEFINITIONS – LEGAL & CRIMINAL RELATED STANDARDS

- CONVICTION– ADJUDICATION, definition of:
The result of a criminal trial regarding any federal, state, or local law that ends in entry of a final judgment/sentence, following a verdict of guilty (by the court or jury), or following a plea of guilty or no contest.
"Conviction" shall include an "Adjudication" which is an entry of final judgment/sentence following a determination by a juvenile court that it has been proven beyond a reasonable doubt to the trier of fact that the juvenile has committed an offense that would have been a crime had it been committed by an adult (i.e. commission of a delinquent act), or following an entry of a plea of guilty or no contest to a charge of committing such an offense.

"Conviction" does not include an entry of a final judgment/sentence that has been pardoned, reversed, set aside, or otherwise rendered null and void; or for which the criminal record or the juvenile record thereof has been formally sealed, or has been formally expunged by order of the court.

"Conviction" does not include a deferred prosecution, deferred judgment, or deferred sentence.

- **FELONY, definition of:**

A criminal offense that is classified as a "felony" under the federal, state or local laws in the jurisdiction where the subject charge was filed; to also include any juvenile offense that would constitute a "felony" criminal offense in that jurisdiction, if committed by an adult. (Example: Criminal record may show "F4", meaning a "4th Degree Felony").

- **MISDEMEANOR, definition of:**

A criminal offense that is classified as a "misdemeanor" under the federal, state or local law in the jurisdiction where the subject charge was filed; to also include any juvenile offense that would constitute a "misdemeanor" criminal offense, if committed by an adult. (Example: Criminal record may show "M1", meaning a "1st Degree Misdemeanor").

**GENERAL DISQUALIFIERS – NO LEGAL IMPEDIMENTS**

- **NO LEGAL IMPEDIMENTS:** To be eligible for both application and appointment to a position in the Denver Fire Department, an individual shall not have any legal impediments to their ability to perform the essential job functions for the position of Firefighter.

Please be advised that adjudication in juvenile court, for criminal activity as a minor/juvenile, does not necessarily clear from your record when you become an adult.

Certain misdemeanor convictions, whether as a minor or as an adult, may preclude you from being certified as an EMT by the Colorado Department of Public Health and Environment. This will result in disqualification from the Firefighter application or screening process.

7
o Any individual who, because of a criminal charge, or plea to a criminal charge, is currently subject to an active deferred sentence, deferred judgment or deferred prosecution, or is currently subject to any court order(s) or stipulation(s) in connection therewith, will be disqualified.

o Any individual who is currently incarcerated, on work release, on parole, or on probation for any crime will be disqualified.

CRIMINAL CONVICTIONS - LIFETIME DISQUALIFICATION

• ALL FELONY CONVICTIONS - LIFETIME DISQUALIFICATION:
Any adult (age 18 or above), or juvenile charged as an adult, who has been convicted of a felony crime; or juvenile who has been adjudicated in juvenile court for an offense that would be classified as a felony if committed by an adult, will be disqualified.

• CERTAIN MISDEMEANOR CONVICTIONS - LIFETIME DISQUALIFICATION:
An individual who has ever been convicted (or been adjudicated), for any of the following misdemeanor offenses will be disqualified:

  o An offense involving domestic violence
  o Assault, menacing, stalking or harassment
  o Sexual assault, unlawful sexual contact, or an offense that would require registration as a sex offender under Colorado law
  o Any offense based on unlawful sexual behavior
  o Failure to register as a sex offender
  o Prostitution
  o Soliciting for prostitution
  o pandering
  o Indecent exposure
  o Any offense of child abuse or child neglect resulting in any injury to the child or to the child’s health
  o Any bias-motivated crime (including harassment or intimidation of a person or group because of race, color, ancestry, national origin, religion, creed, age, gender, gender variance, sexual orientation, or physical or mental disability)
  o Cruelty to animals
  o Resisting arrest
  o Impersonating a peace officer, firefighter, or public servant
  o Obstruction of government operations
  o Obstruction of a peace officer, firefighter, emergency medical service provider, rescue specialist, or like volunteer
  o False reporting to fire, emergency, or law enforcement authorities
  o Perjury
  o Failure to obey a jury summons
• MISDEMEANOR CONVICTIONS AFFECTING FIREFIGHTER CERTIFICATION - LIFETIME DISQUALIFICATION

All applicants for Firefighter must be eligible for certification as an EMT by the Colorado Department of Public Health and Environment (CDPHE).

Therefore, an applicant shall have no conviction of any misdemeanor crime that is considered to present (as determined at the sole discretion of the Commission) either an unreasonable risk or a significant risk to public health and safety under the CDPHE Emergency Medical Services Section Criminal Conviction Policy, as it may be amended from time to time. This shall include any substantially similar misdemeanor offenses under any federal, state or local law.

- However, if you are disqualified for a conviction for a "Misdemeanor Offense Involving or Relating to Any Controlled Substance" which occurred "more than 10 years prior to the date of application." You may contact the Commission to request a case-by-case review for possible exemption from disqualification, providing a copy of a current Colorado EMT certification is provided with the request. (See page 13)

CRIMINAL CONVICTIONS:
10 YEAR, 7 YEAR & 5 YEAR DISQUALIFICATIONS

• CERTAIN MISDEMEANOR OFFENSES - 10 YEAR DISQUALIFICATION

An individual who has been convicted (or been adjudicated) for any of the following misdemeanor offenses during the past 120 months (10 years) will be disqualified.

- An offense based on child abuse or child neglect that did not involve an injury to the child or to the child's health.

- The illegal use or possession of a firearm or edged weapon (e.g., a knife).

• MISDEMEANOR OFFENSES - 7 YEAR DISQUALIFICATION

An individual who has been convicted (or been adjudicated) for any of the following misdemeanor offenses during the past 84 months (7 years) will be disqualified:

- An offense involving theft, (to include stealing, shoplifting, embezzlement, etc.)

- An offense involving fraud, (to include check fraud, identity theft, forgery, etc.)

- An offense involving forgery, (to include actions done with intent to defraud, etc.)

- Misdemeanor convictions for theft, fraud, or forgery more than 84 months prior to application will be subject to a presumptive disqualification with an opportunity for review for exemption, providing a copy of a current Colorado EMT certification is provided with the request.
• NO MORE THAN ONE (1) MISDEMEANOR – DURING THE PAST 5 YEARS.
An individual who has been convicted of two (2) or more misdemeanor offenses within
the past 60 months (5 years) will be disqualified.

• NO MISDEMEANOR CONVICTIONS WHILE IN A PUBLIC SAFETY
POSITION – DURING THE PAST 5 YEARS.
Within the past 60 months (5 years), an individual shall not have any conviction for a
misdemeanor offense during any period of time while they were an employee in, or a
volunteer in, any of the following public safety related positions:
  o Law enforcement, peace officer, armed public safety, correctional officer,
    military police, firefighter or medical first responder

DRUGS

ILLEGAL USE, PURCHASE, POSSESSION,
DISTRIBUTION, SALE, OR MANUFACTURE

• DISTRIBUTION (of Hard and Soft Drugs), definition of:
"Distribution" or "To Distribute" means to deliver, transfer, or transport, or to attempt
to deliver, transfer or transport, actually or constructively, from one person to another a
controlled substance, either with or without remuneration, barter or exchange.
  o However, the delivery, transfer or transportation of one ounce or less of marijuana,
    from one person to another, without involving any remuneration, barter or exchange;
    shall be deemed “use or possession”. It shall not be deemed distribution, unless the
delivery or transfer is by a person eighteen years of age or older to a person under the
age of fifteen.
  o The delivery or transfer of more than one ounce of marijuana from one person to
    another, either with or without remuneration, barter or exchange, shall be deemed
distribution and/or sale thereof.

• HARD DRUG, definition of:
Any schedule I, II, III or IV controlled substance is considered to be a Hard Drug
except when a Schedule II, III or IV controlled substance is possessed or used pursuant
to being dispensed by or under the direction of a person licensed or authorized by state or
federal law to prescribe or administer the drug.
  o Examples include, but are not limited to the illegal use of: Adam, Adderall, Amytal,
    Anabolic Steroids, Angel Dust, Amphetamine, Black Tar, Blue Birds, Buttons,
    Cocaine, Codeine (high dose), Crack, Crystal, Darvon, Deca, Demerol, Dilaudid,
    Ecstasy, GHB, Hallucinogens, Hash & Hash Oil (Marijuana Concentrate), Heroin,
    Ice, Ketamine, Librium, LSD, Marijuana 8 ounces or more, Mescaline, Methadone,
Methamphetamine, MDA, MDMA, Microdot, Morphine, Mushrooms, Opium, Percocet, Percodan, Peyote, PCP, Phenobarbital, PIP, Psilocybin, Quaalude, Red Birds, Ritalin, Rohypnol, Roofies, Seconal, Smack, Special K, Speed, Spice, Steroids, STP, Talwin, TCP, Thai Sticks (soaked in hash oil), THC, Valium, Xanax, XTC, Yellow Jackets

- **Drugs not included as a Hard Drug:** The legal use of Schedule II, III and IV "prescription" drugs by the person for whom the drug was legally prescribed; or the possession of Marijuana, Medical Marijuana or Ganja in a quantity under eight (8) ounces. (Note, while Medical Marijuana in a quantity less than 8 ounces is not considered a Hard Drug, the use of Medical Marijuana is not considered to be the legal use of a "Prescription Drug".)

- **MANUFACTURE** (of Hard Drugs or Soft Drugs), definition of:
  
  "Manufacture" or "Manufacturing" means: For any person to produce, prepare, propagate, compound, convert, or process a controlled substance, directly or indirectly, by extraction from substances of natural origin, chemical synthesis, or a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the substance or labeling or relabeling of its container.

- **With respect to Marijuana and Marijuana Concentrate, "manufacture" means for any person to cultivate, grow, produce, prepare, process, or otherwise manufacture, or knowingly to allow such to be produced, processed, prepared or manufactured on land owned, occupied, or controlled by him.

- For information related to employment in a state regulated, licensed, Marijuana business enterprise, see the definition of "Marijuana" below.

- **MARIJUANA**, definition of (including Medical Marijuana, Ganja, Marijuana Concentrate, and Edibles containing Marijuana, etc.):

  Because Marijuana is a Schedule I controlled substance under Federal law, any use, purchase, possession, distribution, sale or manufacture (including delivery, transfer or transport from one person to another) of Marijuana or its derivatives that would be regarded as illegal under the federal Controlled Substances Act (as determined at the sole discretion of the Commission) shall in general be regarded as "illegal" for purposes of application and screening for the position of Firefighter.

- **Medical Marijuana:** Because Marijuana has no recognized medical use under Federal Law, "Medical Marijuana" or products containing "Medical Marijuana" are considered as "illegal" for the purposes of application.

- **Synthetic Marijuana and Salvia Divinorum:** The Synthetic Drug Abuse Prevention Act of 2012 makes it unlawful as of July 9, 2012, to use or possess any amount of synthetic cannabinoid (e.g. Spice, K2) or Salvia Divinorum (e.g. Diviner’s Sage or Seer’s Sage).
- **Soft Drug** - Marijuana: Marijuana (and its derivatives) in a quantity less than 8 ounces is considered to be an illegal Soft Drug for the purposes of Application and Minimum Qualifications.

- **Hard Drug** - Marijuana: Marijuana (and its derivatives) in a quantity of 8 ounces or more is considered to be an illegal Hard Drug for the purposes of Application and Minimum Qualifications.

- **Exception regarding Marijuana distribution**: Any distribution of one (1) ounce or less of Marijuana (to deliver, transfer, or transport from one person to another), without any remuneration, barter or exchange, shall generally be deemed "use" or "possession" and not "distribution". It shall be subject to a 36-month time period for disqualification.

- **Exception Regarding Employment In A State Regulated Marijuana Business**: The purchase, possession, growing, manufacture, distribution or sale of Marijuana (or any of its derivatives) as prohibited by Commission Rule and these Minimum Qualifications will result in presumptive disqualification. However, any individual engaging in such behavior, solely as part of their employment in a state regulated, licensed Marijuana business enterprise, may request a case-by-case review for exemption from such disqualification.

- **SALE (of Hard or Soft Drugs)**, definition of:
  "Sale" means: An illegal barter, exchange, or transfer for payment or promise of payment, of a controlled substance, and each such transaction made by any person, whether for the benefit of the seller or on behalf of another.

  - **Any action on behalf of another** (as the middleman or go-between, acting for either the seller or the purchaser) in an illegal sale or purchase of a controlled substance, which includes being an active participant in the actual transfer of the drugs or assets involved, shall be deemed "Sale" and not "Purchase."

  - For information related to employment in a state regulated, licensed, Marijuana business enterprise, see definition of "Marijuana" on pages 11 and 12.

- **SOFT DRUG**, definition of:
  Marijuana or Medical Marijuana in a quantity under eight (8) ounces, and any Schedule V controlled substance, except when a Schedule V controlled substance is possessed or used pursuant to being dispensed by or under the direction or a person licensed or authorized by state or federal law to prescribe or administer the drug.

  - **Examples include**, but are not limited to the illegal use of cough syrup with low-dose codeine, Robitussin AC, Lyrica, and any use of Ganja, Marijuana or Medical Marijuana, or the possession of Marijuana or Medical Marijuana but only in a quantity less than eight (8) ounces.
Drugs not included as Soft Drugs: The legal use of Schedule V "prescription" drugs by the person for whom the drug was legally prescribed. (Note: Medical Marijuana is never considered a legal "prescription drug").

CRIMINAL CONVICTIONS INVOLVING OR RELATED TO ANY CONTROLLED SUBSTANCE

- NO FELONY CONVICTION, AT ANY AGE, INVOLVING HARD OR SOFT DRUGS - LIFETIME DISQUALIFICATION.

Any individual who has ever been convicted of a felony offense involving or relating to any (controlled substance) hard drug or soft drug will be disqualified. This includes the "adjudication" of a juvenile for a like offense that would be classified as a felony if committed by an adult.

- NO MISDEMEANOR CONVICTION - INVOLVING OR RELATED TO A CONTROLLED SUBSTANCE - WITHIN 120 MONTHS (10 Years) PRIOR TO APPLICATION

Any individual who has been convicted of a misdemeanor offense involving or relating to any controlled substance (Hard or Soft Drug), WITHIN the period of 120 Months (10 Years) prior to the date of application, will be disqualified. This includes the "adjudication" for a like offense that would be classified as a misdemeanor if committed by an adult.

- A MISDEMEANOR CONVICTION - INVOLVING OR RELATED TO A CONTROLLED SUBSTANCE - MORE THAN 120 MONTHS (10 Years) PRIOR TO APPLICATION - PRESUMPTIVE DISQUALIFICATION

Any individual who has been convicted of a misdemeanor offense involving or relating to any controlled substance (Hard or Soft Drug), MORE THAN 120 Months (10 Years) prior to the date of application, will be subject to a presumptive disqualification. This includes the "adjudication" for a like offense that would be classified as a misdemeanor if committed by an adult.

However, the individual so disqualified may request a case-by-case review for exemption from disqualification, providing a copy of a current Colorado EMT certification is provided with the request.

NO ILLEGAL DISTRIBUTION, SALE OR MANUFACTURE OF HARD OR SOFT DRUGS

- NO ILLEGAL DISTRIBUTION OF HARD OR SOFT DRUGS:
  - AT AGE 21 OR OLDER - LIFETIME DISQUALIFICATION.
  - WHILE UNDER AGE 21:
    - Hard Drug Distribution - 120 MONTH (10-Year) DISQUALIFICATION
    - Soft Drug Distribution - 60 MONTH (5-Year) DISQUALIFICATION
Within the age limits and time periods specified: Any individual who has provided, delivered, transferred, or transported any hard or soft drugs to or for another person, either with or without remuneration, barter, or exchange, will be disqualified.

"Soft Drug" includes any Marijuana, Medical Marijuana, products or edibles containing Marijuana. (See below for more information regarding a limited exception for 1 ounce or less of marijuana, and for information regarding employment in a state regulated Marijuana business enterprise.)

Illegal distribution of drugs includes being the middleman, go-between, or "doing a favor for a friend" in a drug transaction by actively transferring the drugs from one person to another even if the "middleman" receives no benefit from the drug transaction.

- An individual who engaged in the "Distribution" of Hard or Soft Drugs at age 21 or above will be subject to a Lifetime Disqualification.
- An individual who engaged in the "Distribution" of Hard Drugs while both under the age of 21 and during the 120 Months prior to application, will be disqualified.
- An individual who engaged in the "Distribution" of Soft Drugs while both under the age of 21 and during the 60 Months prior to application, will be disqualified.
- Illegal distribution of any Hard or Soft Drug including Marijuana, in any quantity, to or for another person, that did involve any payment, barter or exchange is also considered a "Sale" of drugs and not "Distribution". (See below for information regarding "No Illegal Sale of Hard or Soft Drugs".)

- **Limited Marijuana Exception**: The "Distribution" of one (1) ounce or less of Marijuana, that did not involve any payment, barter or exchange (e.g. "sharing a joint"), shall be deemed "Use" or "Possession" and not "Distribution", and is subject to a 3-year disqualification time period.

- Employment in a State Regulated Marijuana Business Enterprise: For information regarding employment in a state regulated Marijuana business enterprise, please see the definition of "Marijuana" on pages 11 and 12.

- **NO ILLEGAL SALE OF HARD OR SOFT DRUGS**:  
  - AT AGE 21 OR OLDER – LIFETIME DISQUALIFICATION.  
  - WHILE UNDER AGE 21:  
    - Hard Drug Sale – 120 MONTH (10-Year) DISQUALIFICATION  
    - Soft Drug Sale – 60 MONTH (5-Year) DISQUALIFICATION

Within the age limits and time periods specified: Any individual who has ever illegally provided, delivered, or transported hard or soft drugs, including any Marijuana or Medical Marijuana that involved any barter, exchange, or transfer or promise of payment, will be disqualified.

- An individual who engaged in the "Sale" of Hard or Soft Drugs at age 21 or above will be subject to a Lifetime Disqualification.
An individual who engaged in the “Sale” of Hard Drugs while both under the age of 21 and during the 120 Months prior to application, will be disqualified.

An individual who engaged in the “Sale” of Soft Drugs while both under the age of 21 and during the 60 Months prior to application, will be disqualified.

Illegal drug sale includes being the middleman, go-between, or “doing a favor for a friend” in a drug sale or purchase by actively transferring the drugs, assets, or payment from one person to another even if the “middleman” receives no benefit from the sale or purchase.

The acquisition or acceptance into a purchaser’s possession of Hard Drugs or Soft Drugs through a sale, barter or exchange; and involving the use of the assets or money of only the purchaser, shall be deemed “Purchase” and not “Sale”.

Employment in State Regulated Marijuana Business Enterprise: For information regarding employment in a state regulated Marijuana business enterprise, please see the definition of “Marijuana” on pages 11 and 12.

• NO ILLEGAL MANUFACTURE OF HARD OR SOFT DRUGS:
  • AT AGE 21 OR OLDER – LIFETIME DISQUALIFICATION.
  • WHILE UNDER AGE 21:
    o Hard Drug Manufacture – 120 MONTH (10-Year) DISQUALIFICATION
    o Soft Drug Manufacture – 60 MONTH (5-Year) DISQUALIFICATION

Within the age limits and time periods specified: Any individual who has ever illegally manufactured (e.g. produced, prepared, processed, grown, packaged or re-packaged) Hard or Soft Drugs, including any Marijuana or Medical Marijuana or products or edibles containing Marijuana will be disqualified.

An individual who engaged in the “Manufacture” of Hard or Soft Drugs at age 21 or above will be subject to a Lifetime Disqualification.

An individual who engaged in the “Manufacture” of Hard Drugs while both under the age of 21 and during the 120 Months prior to application, will be disqualified.

An individual who engaged in the “Manufacture” of Soft Drugs while both under the age of 21 and during the 60 Months prior to application, will be disqualified.

Employment in a State Regulated Marijuana Business Enterprise: For information regarding employment in a state regulated Marijuana business enterprise, please see the definition of “Marijuana” on pages 11 and 12.

• NO ILLEGAL DISTRIBUTION, SALE OR MANUFACTURE OF SYNTHETIC MARIJUANA OR SALVIA DIVINORUM SINCE JULY 9, 2012:
  • AT AGE 21 OR OLDER – LIFETIME DISQUALIFICATION.
  • WHILE UNDER AGE 21 – 120 MONTH (10 year) DISQUALIFICATION

Within the age limits and time periods specified: Any individual who, since July 9, 2012, has ever provided, delivered, transferred, or transported, sold or manufactured, any quantity of Synthetic Marijuana (e.g. Spice, K2) or Salvia Divinorum (e.g. Diviner’s Sage or Seer’s Sage), to or for another person, will be disqualified. This includes being
the "middleman" or "go-between" in a drug transaction, by actively transferring the drug or payment from one person to another.

- An individual who engaged in the Distribution, Sale or Manufacture of Synthetic Marijuana or Salvia Divinorum on or after July 9, 2012 will be disqualified, regardless of age at time of occurrence.

NO ILLEGAL USE, PURCHASE, OR POSSESSION OF HARD DRUGS OR SOFT DRUGS

- NO ILLEGAL DRUG USE, PURCHASE OR POSSESSION WHILE IN A PUBLIC SAFETY POSITION – 10 YEAR DISQUALIFICATION:

Any individual who has ever illegally used, purchased or possessed soft drugs or hard drugs (on or off the job), during any period of time while an employee or volunteer in any public safety related position: law enforcement, peace officer, armed public safety, correctional officer, military police, firefighter, or medical first responder, AND within the 120 months (10 years) prior to the date of application, will be disqualified.

- NO ILLEGAL USE, PURCHASE, POSSESSION OF HARD DRUGS – PAST 5 YEARS:

Any individual who has illegally used, purchased, or possessed hard drugs within the past 60 months (5 years) prior to application, will be disqualified.

- NO ILLEGAL USE, PURCHASE, POSSESSION OF SOFT DRUGS – PAST 3 YEARS:

Any individual who has illegally used, purchased, or possessed any soft drug, including any Marijuana, products or edibles containing Marijuana or Medical Marijuana within the past 36 months (3 years), or any Synthetic Marijuana since July 9, 2012, will be disqualified.

- Employment in State Regulated Marijuana Business Enterprise: For information regarding employment in a state regulated Marijuana business enterprise, please see the definition of "Marijuana" on pages 11 and 12.

- NO ILLEGAL USE OF SCHEDULE II – IV PRESCRIPTION DRUGS NOT PRESCRIBED FOR YOU:

Any individual who has used someone else's schedule II-IV prescription drug within the past 60 months (5 years), will be required to explain the details and circumstance of such use and, MAY BE disqualified. Any use for recreational or non-medical purposes will result in disqualification.
• **NO ILLEGAL USE OF SCHEDULE V PRESCRIPTION DRUGS NOT PRESCRIBED FOR YOU:**

Any individual who has used someone else’s schedule V prescription drug within the past 36 months (3 years), will be required to explain the details and circumstance of such use and, may be disqualified. Any use for recreational or non-medical purposes will result in disqualification.

**TRAFFIC AND DRIVING RELATED OFFENSES**

**AUTOMATIC DISQUALIFIERS**

• **NO CONVICTION FOR OPERATING A MOTOR VEHICLE WITHOUT INSURANCE WITHIN THE PAST 1 YEAR:**

Any individual who has been convicted of a traffic violation/infraction based on operating a motor vehicle without insurance within the 12 months (1 year) prior to date of application will be disqualified.

• **NO DRIVER’S LICENSE SUSPENSION WITHIN THE PAST 3 YEARS:**

Any individual who has had their driver’s license suspended, based on moving traffic violations/infractions, within the past 36 months (3 years) prior to date of application will be disqualified.

• **NO DUI OR DWAI WITHIN THE PAST 5 YEARS:**

Any individual who has been convicted of DUI (Driving Under the Influence) or DWAI (Driving While Ability Impaired) within the past 60 months (5 years) prior to date of application will be disqualified. This includes all like offenses applicable to any means of motorized transport, such as Boating Under the Influence.

• **NO MORE THAN ONE DUI OR DWAI IN YOUR LIFETIME:**

Any individual who has been convicted of either a DUI (Driving Under the Influence) and/or a DWAI (Driving While Ability Impaired) offense two (2) or more times will be disqualified. This includes all like offenses applicable to any means of motorized transport, such as Boating Under the Influence.

• **NO MAJOR TRAFFIC VIOLATIONS/INFRACTIONS WITHIN THE PAST 5 YEARS:**

Any individual who has been convicted of any of the following major traffic violations or infractions, within the past 60 months (5 years) prior to the date of application, will be disqualified:

- Leaving the scene of an accident
- Eluding or attempting to elude a peace officer
- Engaging in a speed contest
- Reckless driving
- A driving infraction or offense that states the violation resulted in serious bodily injury or death
VACATIONS OR EXTENDED ABSENCES

Applicants must notify the Commission in writing of any vacation or extended absence of more than seven (7) days in duration to ensure proper notifications can be made.

EXAMINATION AND SCREENING PHASES

TEST ORDER: The Commission reserves the right to change the order of test phases as required. Applicants who fail to show for further testing when notified in writing may be disqualified. Failing any portion of the examination shall disqualify the applicant from any further participation in the examination process.

APPLICANT RESPONSIBILITY FOR TEST PHASES: If an applicant anticipates the need to miss any scheduled test or appointment, an alternate schedule must be requested in writing from the Civil Service Commission. All requests will be evaluated on a case-by-case basis. Rescheduling will occur only if an available time slot exists. If no alternate time exists, and the applicant cannot attend the originally scheduled time, the applicant will be disqualified from further testing.

Applicants who fail to show for further phases when notified in writing may be stricken from the examination list and disqualified from further phases. Failure to appear on time for any part of the examination as set forth herein, or for any other scheduled appointment, may also result in disqualification from further testing.

PICTURE ID REQUIRED: A driver’s license or other valid picture identification is required to gain admittance into all Civil Service tests/appointments.

COMPLETION OF GENERAL APPLICATION, SUPPLEMENTAL APPLICATION/BACKGROUND HISTORY FORM

• GENERAL APPLICATION: Applicants from the Englewood Fire Department will be required to complete a general application detailing, but not limited to: education and training, military service, employment history, and experience. The information provided must be complete and honest. Omissions or falsification of information may be grounds for disqualification. Applicants will receive the general application via link from the Commission on Monday, March 9, 2015. Applications must be submitted by Monday, March 16, 2015.

• SUPPLEMENTAL APPLICATION/BACKGROUND HISTORY FORM: Applicants from the Englewood Fire Department will be required to complete a Supplemental Application and Background History Form detailing, but not limited to: motor vehicle record, drug use, alcohol use, legal information, references, and financial information. The information provided must be complete and honest. Omissions or falsification of information may be grounds for disqualification. Applicants will receive the Supplemental Application and Background History Form on Monday, March 9
2015. The completed Supplemental Application and Background History Form will be due in the Commission office by Monday, March 16, 2015 at 5:00 p.m.

WRITTEN TEST  Waived

POLYGRAPH  For Commission Review

All applicants shall take a polygraph examination. The polygraph is used in review of an applicant's qualifications and suitability.

- "No Show" Policy for Polygraph Appointment: Applicants unable to attend their scheduled appointment are required to cancel/reschedule their appointment in advance. Applicants who fail to show for their appointment will be assessed a fee of $50.00 and will be disqualified (unless there are extenuating circumstances). The applicant may also be prohibited from re-applying until the next Firefighter registration period.

WRITTEN SUITABILITY ASSESSMENT  For Commission Review

This phase consists of a battery of non-medical written tests specifically designed to assess behavior and character traits to determine if an individual is suitable for employment as a Firefighter. The written suitability tests are not pass/fail, however, a Commission designated psychologist utilizes the assessment as one tool in their review to determine if an applicant is rated as "suitable" or "unsuitable" to continue in the screening process.

COMIETION OF A BEHAVIORAL QUESTIONNAIRE  For Commission Review

Applicants will be required to complete a detailed questionnaire regarding their past behavior including, but not limited to: illegal drug use, driving record, criminal behavior, arrests, job performance, and employment separations. This information will be used to guide the background investigation process and to assist the individuals conducting the suitability interview and the polygraph examination. The information must be complete and honest. Omissions or falsification of information will not be tolerated, and may be grounds for disqualification.

SUITABILITY INTERVIEW  Recommended/Not Recommended

Applicants will be interviewed by a licensed psychologist retained by the Commission. The application documents and Background History Form, along with the results of the Written Suitability Assessment, the Polygraph, and the Suitability Interview, are all used by the psychologist to assign a rating to each applicant. Applicants must have an acceptable rating to continue in the examination process. The psychologist's review of the Written Suitability tests, and his/her interview of the applicant, are both non-medical in nature and are used in an assessment of an applicant's behavior and character traits to determine if an individual is at significant risk for employment problems as a Firefighter.
"No Show" Policy for Suitability Interview: Applicants unable to attend their scheduled appointment are required to cancel/reschedule their appointment in advance. Applicants who fail to show for their appointment will be assessed a fee of $65.00 and will be disqualified (unless there are extenuating circumstances). The applicant may also be prohibited from re-applying until the next Firefighter registration period.

PRELIMINARY FILE REVIEW

At various times during the examination and screening process an applicant’s file will be reviewed by the Executive Director and/or designated Commission staff to determine qualifications and suitability for hire. An applicant will be subject to immediate disqualification at any time for failure to meet the minimum qualifications and standards established by the Commission. In addition, any falsification, omission of information, or material misrepresentation of fact by an applicant may also be grounds for disqualification. Applicant files may also be reviewed by the Commissioners for suitability.

BACKGROUND INVESTIGATION

Applicants shall be investigated as to character, conduct, driving record, employment, criminal history, and references. The background investigator will also use the results of the Polygraph exam and the Suitability Assessment when conducting the Background Investigation. The results of the Background Investigation will be reviewed by the Civil Service Commission and are considered confidential.

BACKGROUND REVIEW

The results of the Background Investigation, Polygraph and Suitability Assessment, along with information contained in the applicant’s file related to qualifications and suitability will be reviewed, by the Commissioners. An applicant must meet the minimum standards related to qualification and suitability to the satisfaction of a majority of the Commission, to be approved for placement on the eligible register.

CANDIDATE PHYSICAL ABILITY TEST (CPAT)

Applicants must provide, to the satisfaction of the Commission, a current Candidate Physical Ability Test (CPAT) certification in order to be placed on the eligible register. Failure to provide a current certification within the timeline requested may cause delays in certification and or may cause the applicant to be disqualified from further consideration.

ELIGIBLE REGISTER

Applicants who pass all above mentioned Commission test phases and who provide a current Candidate Physical Ability Test (CPAT) certification shall be placed on the Eligible Register in alphabetical order or as defined by the inter-governmental agreement.
CERTIFICATION

Upon receiving a requisition for an academy from the Executive Director of Safety, applicants shall be certified to the Executive Director of Safety. From the certification list received and upon written approval by the Chief of the Fire Department, the Executive Director of Safety shall select which applicants, in consideration of an appointment, are to receive a conditional offer of employment.

CONDITIONAL OFFER OF EMPLOYMENT

The Executive Director of Safety retains the authority to extend a Conditional Offer of Employment or to rescind a Conditional Offer based on the provisions of the City and County of Denver Charter, the Denver Civil Service Commission Rules, and other relevant legal authority (including the Americans with Disabilities Act).

A Conditional Offer of Employment may be revoked if an applicant is unable to perform the essential functions of the job (with or without reasonable accommodation); poses a direct threat to the health and safety of themselves or others; is unable to comply with the post-conditional offer appointment schedule; or is unable to begin work with the Denver Fire Department when scheduled. The Conditional Offer may also be revoked should an applicant have his/her name removed from the Eligible Register, or be determined that he/she does not meet the qualifications for original appointment.

Applicants receiving a Conditional Offer of Employment from the Executive Director of Safety are subject to the following:

MEDICAL EVALUATION: Applicants shall be required to successfully undergo a medical evaluation at the City’s expense. The medical evaluation includes, but is not limited to: a medical examination, a vision and hearing test, a psychological test, a post-job offer questionnaire, a psychological evaluation, and a drug screen. In order to be hired, each applicant must be able to perform the essential functions of the job (with or without reasonable accommodation). Further, the applicant shall not pose a direct threat to the health and safety of themselves or others, as determined by a medical evaluation conducted by the approved medical examiner and psychologist, consistent with the Americans with Disabilities Act. Applicants shall be provided individual consideration in the assessment of any disability-related physical or mental limitations and the ability to provide reasonable accommodation for those limitations.

DRUG SCREEN: As part of the drug screen, drug use will be evaluated first against the Minimum Qualifications, and as appropriate on a case-by-case basis, and may be grounds for disqualification. If the drug screen (hair follicle analysis) shows the use of a controlled substance, that fact may be cause for disqualification. Where use of a prescription drug is detected, applicants may be required to offer proof that the drug has been prescribed by a physician for the applicant. If the applicant is unable to provide such proof, employment may be denied. Employment may also be denied where future or continued use of a prescribed drug poses a threat to safety or would impair job performance. The question of future or continued use of a prescribed drug shall be referred to the medical examiner for an evaluation and recommendation under the Civil Service rules and other applicable legal authority.
**FINAL JOB OFFER**

Final job offers will be made to certified applicants who have successfully completed all conditional offer testing/screening and who are able to perform the essential functions of the job (with or without reasonable accommodation) and who don’t otherwise pose a direct threat to the health and safety of themselves or others.

**VISION STANDARDS**

Visual acuity must be 20/30 binocular with or without correction.

Uncorrected visual acuity must be 20/100 binocular or better for wearers of hard contacts or glasses.

Firefighters with uncorrected acuity of less than 20/100 in either eye must carry a spare pair of glasses.

Successful long-term soft daily wear contact lens wearers correctable to 20/30 or better are subject to no uncorrected standard on three conditions: 1) “Successful” long-term wearers have worn their lenses six months or more, 2) will replace their lenses every six months to one year or more frequently if the lens becomes uncomfortable or difficult to wear, and 3) will clean the lenses on a regular basis as recommended by the manufacturer. Soft contact lens wear should be considered a condition of continuing employment.

Visual acuity for corrected-refractive surgery, radial keratotomy (RK), or photorefractive keratotomy (PRK) to 20/30 needs individual evaluation. The Denver Civil Service Commission requires a waiting period of six months after soft contact lenses have been dispensed or after corrective surgery has been done, to ensure the success of the procedure and/or stabilization. Vision correction requires various evaluation periods to measure the success of the procedure. Discuss the Essential Firefighting Functions (pgs. 24-28) with your doctor to ensure that you understand any physical limitations and potential risks involved. It is highly recommended that applicants take an active approach to correct vision problems in order to meet the standards for employment. Failure to do so could impact your selection for an academy.

**HEARING STANDARDS**

All hearing-impaired individuals applying for firefighter positions with critical hearing demands will be carefully evaluated on an individual basis.

Applicants must meet pure tone thresholds in the unaided worst ear not worse than 25dB loss in three of the four frequencies (500 Hz, 1000Hz, 2000Hz and 3000Hz) or no greater than 30 dB at any one of the first three frequencies with an average loss of less than 30 dB for all four frequencies. Testing with a hearing aid is not permitted.
DENVER FIRE ACADEMY
PHYSICAL FITNESS PROGRAM
PREPARATION GUIDE

The Denver Fire Academy recommends all applicants be aware of the following physical requirements.

Once in the Fire Academy, every morning starts with a workout. This workout routine includes the following:

- Minimum of 100 sit-ups and push-ups each and every day.
- Strength training 2 - 3 times per week.
- Cardio/muscular circuit training weekly.
- Running at least twice a week, starting with 20 minutes per run, at an 8 - 10 minute per mile pace. By the end of the Academy, we will increase to 45 minutes per run at the same or quicker pace.
- Wind sprints periodically throughout the Academy.
- Dragging hose for leg conditioning periodically throughout the Academy.
- Stair-climb, up to five flights, 5 - 10 times periodically throughout the Academy.
- Stair-climb, up to five flights, 5 - 10 times periodically throughout the Academy in full turnout gear with equipment.

In addition to the morning routine, drill ground days include wearing all turnout gear and carrying other equipment all day. This adds approximately 50 pounds of weight to be carried all day.
ESSENTIAL DENVER FIREFIGHTING FUNCTIONS

Physical Task Statements
• Put on and wear protective equipment.
• Open hydrant to charge the hose.
• Use 1-3/4 inch hose as an attack line.
• Use equipment (e.g., ax, sledge hammer, etc.) to make forcible entries.
• Enter smoke filled buildings/rooms with a hose in hand while wearing full protective clothing.
• Crawl on a floor and if you cannot see, feel for the heat of the fire source.
• Systematically search for trapped persons.
• Drag victims with the help of another firefighter.
• Screw the hose connection to the hydrant.
• Keep charged 1-3/4 inch hose up stairs and around furniture when fighting a fire.
• Carry victims with the help of another firefighter.
• Use a hose clamp to clamp a charged/uncharged hose.
• Wrap a hose around a hydrant to stretch it out and ensure it reaches the plug.
• Climb stairs wearing full equipment while responding to a call for service.
• Carry heavy equipment (hose pack, medical box, air bottles) up stairs while wearing full equipment.
• Support a ladder, and raise the halyard to extend to the desired length, then lower into objective.
• Climb an aerial ladder wearing full equipment.
• Hold a charged 1-3/4 inch hose unassisted and open the nozzle.
• Drag a victim out of a building unassisted while wearing full turnout gear.
• Drag accordion folded or flat load, uncharged 2 1/2 or 3 inch hose until it is fully extended.
• Drag charged 1-3/4 inch hose unassisted.
• Reload hose and put it back onto the engine/quad.
• Remove heavy equipment (i.e., ejector, positive pressure fan, fan, medical box) from the truck; transport and place it in operation unassisted.
• Use a pike pole to pull down a ceiling.
• Carry a victim out of a building unassisted while wearing full turnout gear.
• Carry people unassisted down ladders wearing full turnout gear.
• Carry people unassisted via stairs wearing full turnout gear.
• Carry a section of rolled hose unassisted.
• Lower ladders and re-bed them onto the truck/quad.
• Remove an extension ladder from the apparatus unassisted and carry it to its destination.
• Operate a charged line from confined spaces.
• Operate foam equipment.
• Operate a line from heights (e.g., rooftops).
• While on a ladder, direct water at fire.
• Operate the ladder pipe from an aerial platform.
• Extend the booster line to a fire.
• Hoist equipment to upper levels by a rope.
Mechanical Tasks
- Operate power tools (e.g., chain saw, circular saw, etc.) during the course of firefighting activities.
- Remove the hydrant cap with a wrench.
- Safely shut off utility services to buildings in emergency situations.
- Operate heavy equipment (e.g., "jaws-of-life", etc.) in response to an emergency.
- Operate electrical/gas shut-off valves.
- For aerial ladders, set up truck jacks, place chocks, and then position and raise ladder.
- Make openings for ventilation using equipment (e.g., saws, axes, etc.).
- Drive firefighting/emergency equipment to and from a scene.
- Respond to hazards related to electrical emergencies.
- Operate a fire extinguisher.
- Inspect a pumper during operation: check gauges.

Rescue & Fire Suppression
- Be aware of electrical lines when setting up ladders and directing water streams.
- Seek the source of a fire and extinguish.
- Determine the safest evacuation route.
- Evacuate persons from a fire area.
- Determine the stability of supporting surfaces.
- Assist at a water rescue.
- Calculate friction loss in hose to ensure the proper water pressure is provided to successfully put out a fire.
- Calculate, achieve, and maintain correct water pressure for hose lines.
- Determine when to open roofs, walls, and doors.
- Calculate the height of a building in feet from its floors to ensure ladders are elevated to the proper height.
- Determine the number of lines to hook up to successfully put out a fire.
- Select the proper number of hoses required to reach the fire.
- Determine the correct stream to use.
- Calculate gallons per minute out of a particular size hose.
- Calculate the height of a building in feet from its floors to ensure the proper number of hoses are selected to reach the fire.
- Recommend assistance from law enforcement, medical, coroner, or utility personnel as needed.

Administrative
- Write descriptions of situations in medical reports.
- Complete incident reports on the computer.
- Write building fire inspection reports.
Emergency Medical Services

- Extricate people from automobiles.
- Assess a patient's condition and provide appropriate care.
- Properly utilize emergency equipment and supplies.
- Safely drive emergency response vehicle to and from a scene.
- Use the necessary tools to free trapped persons.
- Perform CPR or other appropriate cardiac emergency procedures.
- Rescue victims and apply resuscitation measures as necessary.
- Administer oxygen to victims.
- Extricate people from automobiles.
- Remove persons from entrapments; safely free victims.
- Prepare and transfer a patient to an emergency vehicle.
- Control the bleeding of a patient.
- Treat shock.
- Identify and respond to hazards at the scene.
- Gather information from a patient or family regarding the patient's medical history.
- Provide concise and complete information to paramedics regarding the status of patients.
- Assist in childbirth.
- Prepare the emergency vehicle for the next response, including decontaminating and disinfecting unit and equipment, restocking supplies, inspecting equipment, and making or arranging for necessary repairs or replacement.
- Control the emergency scene to protect yourself, coworkers, and the patient.
- Set up and operate the Automatic External Defibrillator.
- Immobilize fractures.
- Assess the emergency scene and request assistance if necessary.
- Accurately take incoming calls or information from the dispatcher regarding requests for emergency medical services.
- Control a hysterical patient requiring medical attention.
- Monitor and provide needed care when transporting a patient to a medical facility.
- Bandage wounds.
- Calm mentally challenged patients to ensure they can be cared for successfully.
- Assist medical staff with continued care of the patient.
- Administer glucose to diabetics.
- Comfort family, friends, and bystanders at a fire scene or medical facility.

Hazardous Materials (HAZ-MAT)
- Respond to the release or potential release of hazardous material.
- Utilize and maintain personal/chemical protective equipment.
- Complete required Hazardous Materials training.
- Read HAZ-MAT reference materials at a scene to provide the proper response to a hazardous materials spill.
- Perform defensive mitigation techniques (e.g., diking, damming, diverting, etc.).
- Apply a foam blanket.
- Perform offensive mitigation techniques (e.g., plugging, patching, etc.).
- Spray chemicals on a fire.
Fire Prevention/Inspections
- Inspect commercial buildings for fire hazards defined in fire codes and state law (e.g., building interiors/exteriors, hazardous materials storage, and inspection of standpipes, smoke detectors, fire extinguisher, fire alarm, and sprinkler systems).
- Determine fire code violations.
- Accurately document fire code violations.
- Inspect residential complexes of three or more families for fire hazards.
- Seek compliance with fire codes by a building owner.
- Note tactical information such as location of exits to assist in future operations.
- Investigate complaints of fire hazards, dangers, or violations.

Fire Investigations/Post-Fire Duties
- Inspect, service, and perform tests of all SCBA to ensure they are working properly.
- Maintain all personal protective equipment.
- Keep all tools and equipment in working condition.
- Maintain an inventory of tools and equipment.
- Replenish supplies when needed.
- After a fire is extinguished, check for smoldering fire inside walls and ceiling.
- Perform regular service tests on all apparatus.
- Search for missing people.
- Preserve evidence at fire scene.
- Perform overhaul operations.
- Inspect, clean, and polish equipment and apparatus by hand.
- Fill pressurized water extinguisher.
- Remove all used equipment from rigs after a fire for cleaning.
- Secure accident/fire scene.
- Remove hoses from drying racks and store them.
- Remove burned and charred waste.
- Put furniture in one location and protect it with salvage covers.

Training/Drills
- Maintain physical fitness standards of the department.
- Learn how to successfully attack a fire.
- Participate in ongoing training drills to develop and maintain proficiency.
- Learn about extricating victims from vehicles.
- Learn about forcible entry into buildings.
- Read and comprehend written training materials.
- Learn the most direct routes to various addresses in a response area.
- Learn about ventilation methods to aid in extinguishing a fire.
- Learn about the characteristics of and proper uses of ladders.
- Learn fire department rules and regulations.
- Learn, practice and perform evolutions.
- Learn about various methods of rescue.
- Learn the locations of streets, water mains and hydrants in a response area.
• Learn about building construction to determine how a fire might react in that building, and to ensure the safety of those working in and around the building.
• Learn about hydraulics and pump operation.
• Learn about fire behavior.
• Learn about ropes and knots to accomplish rescues.
• Learn about appropriate fire streams given factors that can affect the flow of water through the air.
• Learn about caring for hoses, hose lays and hose use.
• Learn about various causes of fire.
• Learn about water supply systems.
• Learn about salvage and overhaul.
• Learn about fire alarms.
• Learn about ropes and knots to stabilize vehicles.
• Learn about ropes and knots to successfully haul tools.
• Learn about automatic sprinkler systems.

Fire Station Duties
• Report for duty on time.
• Maintain positive working relationships with people in the fire house.
• Present a clean and neat appearance.
• Maintain a neat and clean working and living environment at the fire station.
• Answer routine phone calls in the station.
• Maintain the exterior of fire station: lawns, walkways, and driveways.
• Plan and cook meals.
• Store fire equipment and supplies.
• Make your own bed and change linens when appropriate.

Public Relations
• Use tact and diplomacy in dealing with the public.
• Interact and work with citizens.
• Provide fire education programs to the public when requested.
• Conduct fire station tours when requested and approved.
• Make public education calls.
• Refer people to agencies that provide social services.

Communication
• Listen to the dispatcher, other fire vehicles, and commanding officers by radio to determine courses of action.
• Advise the commanding officer of fire conditions, hazards, and exposures at the scene.
• Exchange necessary information with other firefighters at a scene.
• Talk with other firefighters at an emergency scene to determine the best courses of action.
• Communicate with the superior during a fire.
• Clearly and accurately communicate patient information and care to medical staff.
Environmental/Working Conditions

- Avoid and protect against infectious agents.
- Avoid and protect against hazardous substances through inhalation, injection, ingestion, and absorption.
- Protect against possible burn injuries.
- Fight fires in an extremely hot environment.
- Work quickly to suppress a fire.
- Fight fires in smoky buildings when visibility is poor.
- Fight fires in smoky buildings when visibility is nonexistent.
- Prevent exposure to sharp objects.
- Protect against uninstalled or unshielded electrical equipment.
- Perform physically demanding tasks under extreme fluctuations in temperature.
- Avoid and protect against high noise levels when riding in emergency vehicles.
- Work 24-hour shifts with little or no sleep.
- Perform on ladders.
- Protect against smoke and dust.
- Protect against radiation hazards.
- Perform wearing full equipment.
- Fight fires in sub-zero temperatures.
- Work on or around moving machinery or equipment.
- Withstand strong vibrations (e.g., riding in emergency vehicles or operating power tools).
- Work in confined spaces in cramped body positions.
- Prevent exposure to noxious odors.
- Perform in wet areas.
- Perform in slippery areas.
- Perform in muddy areas.
- Perform in icy areas.

OTHER CHARACTERISTICS

- Honest
- Self-Disciplined
- Dependable
- Self-Motivated
- Courteous
- Flexible
- Cooperative
- Ethical
KNOWLEDGE AREAS

EMS Knowledge (Knowledge of first aid procedures; Knowledge of CPR; Knowledge of blood borne pathogens; Knowledge of medical protocol)

Mechanical Comprehension (Knowledge of various tools and their use; Knowledge of mechanical concepts [e.g., how engines operate, basic hydraulics, and other related concepts])

Emergency Procedure Knowledge (Knowledge of procedures for emergencies and unusual events; Knowledge of radio codes and procedures)

Building construction (Knowledge of the materials and construction features of buildings (e.g., doors, windows, walls, and locks); Knowledge of building construction)

Use of Language (Knowledge of the correct spelling of words; Knowledge of grammar rules; Knowledge of punctuation rules)

Knowledge of vehicle extraction techniques

Knowledge of fire department rules, regulations, and policies

Knowledge of hazardous materials

Knowledge of fire behavior

Knowledge of street layouts and the location of hydrants and water mains in a response area

Knowledge of fire codes and regulations to ensure proper inspection

Ability to understand and interpret basic chemical, biological, and radiological terms and data
Denver Civil Service Commission
Webb Municipal Bldg. – 2nd Floor
201 W. Colfax Ave, Dept 1208
Denver, CO 80202-5332

Phone: 720-913-3370
Fax: 720-913-3373

www.denvergov.org/civilservice

See Reverse Side for Maps and Directions

All visitors to the Webb Municipal Building are subject to security screening.

BUS AND LIGHT RAIL SERVICE
- Access by Bus and Light Rail service is available.
- For information on routes and schedules contact RTD.
- RTD’s local Denver number: 303-299-6000.
- Outside the 303 area code call RTD toll free at 1-800-366-7433.

PUBLIC PARKING
- No free parking is available.
- On-street metered parking is not an option for those who are testing due to the duration of the test. Applicants are not permitted to leave the testing area once the test begins.
- Parking is available in a variety of public lots/garages in the downtown area. Parking lot fees range from $5.00 to $12.00 for long-term parking.
Civil Service Commission
Webb Bldg. – 2nd Floor
201 W. Colfax Ave, Dept 1208
Denver, CO 80202-5332

Phone: 720-913-3370
Fax: 720-913-3373

www.denvergov.org/civilservice

Webb Municipal Office Bldg. Bordered by:
W. Colfax Ave. on the South
Court Pl. on the North
14th St. on the West
15th St. on the East

Public Entrances:
On Court Pl., one block West of the 16th St. Mall, at 15th St.
On W. Colfax Ave., at the intersection of 14th St., and Bannock St.

Directions from I-25
Use the Speer Blvd exit 212-A
Go south east toward downtown, 1.5 miles to Colfax Ave.
Turn left (East) onto Colfax Ave.

Or
Use the Colfax Ave. exit 210-A
Go East on Colfax toward downtown.

Directions from Airport
Take Pena Blvd. to I-70 West bound.
At junction with I-25, take I-25 South and then follow directions from I-25. (See above.)

See Page 31 for information on Bus and Light Rail Service, and Public Parking.
EXHIBIT II
DENVER FIRE DEPARTMENT
STANDARD OPERATING GUIDELINE
ENGINE COMPANY OPERATIONS PARTIES TRAPPED, EXTRICATION RESPONSE
(TOPIC No: 2112.05)

AND

DENVER FIRE DEPARTMENT
STANDARD OPERATING GUIDELINE
ENGINE COMPANY OPERATIONS AT MOTOR VEHICLE FIRES
(TOPIC No: 2112.06)
PURPOSE: To identify operational tactics for safe and efficient extinguishment of motor vehicle fires

SCOPE: Applies to all engine company members operating at a motor vehicle fire. Also included are members of truck/tower/heavy rescue companies that are dispatched to aid in the extinguishment, forcible entry, or search of these vehicles.

Motor Vehicle Fires

A. Fire Control Operations
A motor vehicle fire should be treated as a ‘mini house’ fire in the scope of duties to be performed by responding fire crews. Fire attack, forcible entry, primary search, and ventilation are all tasks that need to be performed by the arriving engine crew. Having members fully prepared to handle these duties by wearing PPE and SCBA will ensure a successful operation, with fire safety in mind.

The minimum level of protection for Firefighters is full protective clothing (PPE) while breathing air from an SCBA. While engaged in pump operations, the Engineer is not expected to wear full PPE. Officers have discretion as whether to wear PPE with SCBA, but if they are engaged in any firefighting efforts, PPE with SCBA should be worn.

The minimum size hoseline for a working auto fire is the 1-3/4” handline with a constant gallonage fog nozzle capable of flowing a minimum of 125 gallons per minute (gpm). If using an on-board foam proportioning system (i.e. Pierce Engines), the previously recommended 95 gpm foam nozzle should be avoided as it will not produce an adequate foam stream.

B. Apparatus Placement
Apparatus should be placed upwind and uphill of the incident, if applicable, to afford protection from hazardous liquids and vapors, and also to reduce smoke exposure for the Engineer.

Consideration should also be given to using the apparatus as a barrier to shield the incident from traffic hazards. Warning lights should be left operating with the use of traffic cones, if necessary. The use of road flares is discouraged due to the possibility of ignition of flammable vapors.
C. Water Supply

If the water carried on the engine will not be sufficient for extinguishment, early consideration must be given to additional water supply sources. Securing a water supply (hydrant) is a viable option, provided one is available and traffic considerations coincide with a supply line being laid out. Another consideration is calling for an additional engine company, especially for auto fires on the highway/interstate, where hydrants are limited, or if the size of vehicle will demand more water for fire attack. There are highway/interstate standpipes and hydrants available for use, and these should be pre-planned, noted, and trained with for use by companies having them in their district.

D. Fire Attack

Where parties are trapped in the vehicle, water should be first applied to protect the patients and permit an effective rescue.

Due to the possibility of a fuel system leak or rupture, or in the event of an active fuel leak or fuel spill, the attack line of choice should be the 1-3/4” handline with a minimum of a 125gpm fog nozzle having the capability of immediately putting foam to work (pre-connected foam line).

If foam is used, the setting should be proportioned at the 6% foam discharge setting. This is the recommended setting for E85 Ethanol-based fuel and will work well for other types of vehicle fuel mixtures.

When rescue is not a factor, initial water should first be applied for several seconds to extinguish fire or cool down the area around any fuel tanks or fuel systems. This is especially important if the fuel tanks are Liquefied Petroleum Gas (LPG) or Liquid Natural Gas (LNG).

One member of the attack team, in full PPE with SCBA, must have forcible entry tools in his/her possession to provide prompt and safe entry into the vehicle.

E. Firefighter Approach

The attack approach to a vehicle fire should be one that avoids direct approach from the front of the vehicle and one that avoids close contact with any tire that is directly affected by fire. Some vehicles today have front bumpers that are attached by two shocks encloses in a metal housing...
known as energy absorbing bumpers. When heated by fire, these shocks will develop high pressures, heat up, and may explode, causing the front bumper to become a projectile that may seriously injure a Firefighter. Bumper assemblies have been known to travel 25 feet. A tire or split rim that is in close contact to or being exposed to flame impingement may also become a projectile if overheated.

Sufficient cooling of these two areas with water is needed prior to engaging in any activity that may put Firefighters in their path (i.e. prying open the hood of the vehicle for engine access).

Of special consideration are the gas-filled struts, springs, cylinders, extending arms that hold the hood open and extend the rear hatch-back doors open. If overheated, these struts will also explode and become projectiles capable of serious bodily injury. Sufficiently cooling these struts with water will minimize the danger of explosion and subsequent release. To ensure personal safety, be sure to allow sufficient clearance when releasing latches.

F. Hybrid Vehicles

Most recent publications recommend treating a gas hybrid car fire much the same as a fuel-only-driven auto, with a few special considerations.

The tool of choice is copious amounts of water, which will both eliminate the radiant heat and also cool the hybrid’s metal battery box and the plastic cells inside the battery pack.

Hybrid vehicles by nature are extremely quiet when stopped and may appear to be off when, in fact, they are still running. Shutting the engine off and disconnecting the vehicle’s 12-volt battery will minimize electrical and fuel-related hazards.

Hybrid cars have orange cables that designate high voltage. Avoid cutting or disconnecting these cables.

REFERENCES: None
PURPOSE: To identify operational tactics for safe and efficient removal of parties trapped from a motor vehicle.

SCOPE: Applies to all engine company members operating at a parties trapped/extrication response.

Parties Trapped / Extrication

A. Rig Placement
   Engines should park to allow access for incoming truck/tower/rescue companies and park in a manner that blocks the scene from oncoming traffic yet also allows close access for a handline stretch.

B. Water Supply
   A sustainable water supply from a hydrant should be considered if needed. If laying a supply line, traffic considerations must be taken into account with regard to vehicles running over the hose and causing a rupture.

C. Fire Attack
   The minimum line suitable for a parties trapped/extrication is a charged 1-3/4" handline with a minimum 125 gpm fog nozzle at the ready and staffed by a Firefighter. This line should be one that has foam capabilities if coming off a rig with an on-board foam proportioner (pre-connected foam line). Due to unforeseen fuel leaks or other flammable hazards, having a foam stream ‘at the ready’ is paramount for a foam blanket and vapor suppression.

D. EMS
   Members of the first due engine are responsible for initial triage and medical assessment. Following the initial size-up and patient assessment, the IC shall contact Dispatch and request additional resources, if needed.

E. Extrication
   Physical extrication of patients should be well-coordinated between the engine and truck/rescue crews. Denver Fire Department is responsible for and in charge of all extrication activities. Once this has been completed, patient care is then turned over to on-scene A.I.S units for transport to a hospital.
If the extrication process will be lengthy, ALS members may be allowed access to the patient(s) for I.V. therapy and a quick assessment, if necessary. This activity will take place under the direct supervision of the on scene IC.

REFERENCES: None
BY AUTHORITY

ORDINANCE NO. ____ SERIES OF 2015
COUNCIL BILL NO. 18
INTRODUCED BY COUNCIL MEMBER __________

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF DENVER AND THE CITY OF ENGLEWOOD, COLORADO TO PROVIDE FIRE AND AMBULANCE PROTECTION.

WHEREAS, The Englewood Home Rule Charter requires “Council shall provide, by ordinance, Fire, Police and Health services for the preservation of public property, health, peace and safety, including the prevention of crime, the apprehension of criminals, the protection of property and the rights of persons, the enforcement of laws of the State and the ordinances of the City, and such other functions as Council and the City Manager may prescribe”; and

WHEREAS, the Englewood Fire/Fire Rescue Department is comprised of roughly 60 highly motivated, dedicated and committed staff that provide 24-hour emergency medical and fire protection throughout our community; and

WHEREAS, there are currently three shifts that cover the three fire stations with a minimum staffing level of 14 firefighters/EMTs per shift including at least two certified firefighters/paramedics; and

WHEREAS, the City Council has determined that it is too expensive to maintain a stand alone fire department; and

WHEREAS, the City Council has determined that increasing property taxes to support a stand alone fire department is not a viable long term solution; and

WHEREAS, a contract with Denver Fire would eliminate the immediate need for a property tax increase for public safety; and

WHEREAS, Englewood has received proposals from Denver, South Metro and Littleton departments to provide contract fire department services; and

WHEREAS, the City Council had determined that Denver’s proposal is the most advantageous option; and

WHEREAS, Colorado encourages intergovernmental agreements for the provisions of services and such agreements are permitted under Section 79 of the Englewood Home Rule Charter; and
WHEREAS, Denver will maintain two of Englewood’s fire stations, the Jefferson station, and the Acoma station; and

WHEREAS, Denver Fire would not require the immediate replacement of these stations; however, the City would propose to take the contract savings and make improvements to the stations as it pertains to the health of the employees and the functionality of the buildings; and

WHEREAS, the Tejon station’s area is covered by other Denver Stations; and

WHEREAS, Englewood will close the Tejon Fire Station; and

WHEREAS, the City of Denver has proposed a single contract with Englewood wherein they would provide fire service and then subcontract with Denver Health for paramedic service; and

WHEREAS, Denver Fire shall contract with Denver Health to provide two (2) ambulances housed in Englewood fire stations; and

WHEREAS, Denver Fire shall provide dispatch services for both fire and ambulance services; and

WHEREAS, Denver Health has agreed to transport all emergency trauma patients to Swedish Hospital and abide by patient request for other facilities such as Porter Hospital when the condition allows; and

WHEREAS, Denver Fire shall provide equivalent fire positions for current Englewood line personnel under the Denver employment system and Colorado FPPA pension system; and

WHEREAS, Denver response time for fire shall be 4 minutes or less; and

WHEREAS, Denver’s response time for ambulance shall be 4 minutes or less; and

WHEREAS, Denver shall provide monthly reports to the Englewood City Manager showing actual response times for the previous month; and

WHEREAS, Englewood shall maintain its own Fire Marshal and inspection services using a Fire Code adopted by the Englewood City Council; and

WHEREAS, Denver shall bill for ambulance transport and retain the proceeds; and

WHEREAS, Denver Fire would take over the ownership, maintenance, and responsibility for the Englewood Fire/Rescue rolling stock; and

WHEREAS, each piece of apparatus would have four person staffing as opposed to three with Englewood Fire/Rescue; and

WHEREAS, Denver Fire has an ISO 2 rating which will benefit our property owners should a contract be entered into; and

WHEREAS, Denver Fire has proven to be a reliable, economic, and functional alternative for the cities of Glendale and Sheridan; and
WHEREAS, local control would not be lost through an intergovernmental agreement with Denver Fire; and

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 authorizes the Intergovernmental Agreement with the City and County of Denver and the City of Englewood, Colorado to provide Fire protection for the City of Englewood, attached hereto as “Exhibit A”.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest said intergovernmental agreement with Denver for and on behalf of the City of Englewood.

Section 3. No federal funds are being used for this project.

Introduced, read in full, and passed on first reading on the 4th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 7th day of May, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

__________________________
Randy P. Penn, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 4th day of May, 2015.

__________________________
Loucrishia A. Ellis
INTERGOVERNMENTAL AGREEMENT TO PROVIDE FIRE PROTECTION

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered, effective as of June 1, 2015 ("Effective Date"), by and between the CITY OF ENGLEWOOD, a Colorado home rule municipality located in Arapahoe County, Colorado ("Englewood") and the CITY AND COUNTY OF DENVER, a Colorado home rule municipality ("Denver"), either of which may be referred to in this Agreement as a "Party" and both may be referred to in this Agreement as "Parties".

RECITALS:

WHEREAS, Englewood and Denver currently maintain and equip high quality fire departments, providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services, emergency hazardous substances response services and other services incidental to the protection of person and property in their respective communities; and

WHEREAS, Englewood is bordered by Denver, and the fire departments for Englewood and Denver have a recent history of working in close harmony on matters of mutual concern, such as through the Mutual Aid Agreement providing for extraterritorial fire suppression aid; and

WHEREAS, Englewood and Denver could enjoy greater efficiencies and economies of scale, while preserving the high level of fire service each Party currently provides its citizens, if Denver assumed primary responsibility for provision of fire suppression and certain other fire-related services in Englewood, as set forth in this Agreement; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by Section 29-1-203, C.R.S., and charters for the respective entities; and

WHEREAS, Englewood and Denver, through their respective City Councils and other officials, have determined that it is in the best interest of the public that each entity serves to enter into this Agreement by which Denver will provide fire suppression and certain other fire-related services in Englewood, subject to the terms, conditions and consideration set forth in this Agreement;
NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained in this Agreement, Englewood and Denver agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the responsibilities of Englewood and Denver with respect to the provision of fire suppression services and other fire-related services, including emergency medical services, as expressly provided for in this Agreement (collectively, the "Fire Services"), by the Denver Fire Department ("Denver Fire") within the jurisdictional boundaries of the City of Englewood. Beyond the specified Fire Services, this Agreement describes, among other things, the Parties’ obligations with respect to E-911 communications, personnel, property, fire stations lease, and payment. This Agreement is not intended to establish, and does not establish, a separate governmental entity for the performance of any function. By entering this Agreement, Denver does not assume, and shall not be responsible for, any financial or other liabilities that may currently exist as of the Effective Date of this Agreement, whether known or unknown, with respect to Englewood’s Fire Department.

2. **TERM & TERMINATION:**
   
   A. **Term:** This Agreement shall commence on the 1st day of June, 2015 (the "Effective Date"), and continue thereafter until the 31st day of December, 2035, unless earlier terminated as provided herein. The term of the Lease of the Fire Station Facilities, as provided in paragraph 10 below, shall be coterminous with the term of the Agreement. These two terms shall be jointly referred to in this Agreement as the "Term".
   
   B. **Termination:** In the event that a Party defaults or breaches, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement ("Default") and shall fail to cure such Default within ninety (90) days following delivery of written notice from the other Party, in accordance with the notice paragraph of this Agreement, specifying the Default and the date on which the right to terminate the Agreement may be exercised if such Default is not cured within the ninety (90) day cure period. If the Default is not cured within ninety (90) days or some other resolution is not reached prior to the termination date stated in notice or a consensus for any extension date is not reached, as either the resolution or the extension date are mutually agreed to by the Englewood City Manager and the Denver Fire Chief in a signed writing, then this Agreement shall terminate in accordance with the terms and conditions of this Agreement. If the Default is a failure of Englewood to
appropriate or make available funds or make a payment as prescribed in paragraph 11 below, the
cure period shall be thirty (30) days from the date of written notice from Denver, unless the
Denver Fire Chief agrees in writing to extend the deadline.

3. **FIRE SUPPRESSION:** Englewood and Denver agree that Denver will provide
fire suppression services within the jurisdictional boundaries of the City of Englewood during
the Term of this Agreement. The level of fire suppression service will be equivalent to that
provided to Denver residents ("Denver Service Level") and shall be substantially consistent
with the "Chief's Action Plan," attached hereto and incorporated herein as Exhibit A-1 and the
"Travel Response Standard," subject to the assumptions and variables set forth therein,
attached hereto and incorporated herein as Exhibit A-2. In accordance with Denver's collective
bargaining agreement, Denver will staff each fire vehicle with four (4) firefighters at the Fire
Station Facilities identified in paragraph 10 below. The Chief's Action Plan may be amended
from time to time, in the sole discretion of the Denver Fire Chief, so long as the Denver Service
Level is maintained. A copy of any amended Chief's Action Plan will be sent to the Englewood
City Manager in accordance with the notice paragraph of this Agreement.

4. **FIRE PREVENTION:**

4.1 Fire Prevention Services: Englewood reserves and will remain
responsible for fire prevention services within the jurisdictional boundaries of the City of
Englewood, including without limitation the enforcement of Englewood's Building and Fire
Codes, periodic fire safety inspections, and issuance of building permits and certificates of
occupancy. Recognizing the importance of Denver Fire being acquainted with structures in
Englewood as well as fire prevention measures that would protect the lives of Denver
firefighters, Englewood, through its Fire Marshal, agrees to cooperate and coordinate with
Denver Fire with respect to fire prevention activities, and Denver Fire will be notified and
afforded the opportunity to participate in fire prevention activities, as described in Exhibit B
attached hereto and incorporated herein.

4.2 Applicable Codes: Englewood and Denver agree that the international fire
and building codes for Englewood and Denver should be compatible. Englewood agrees within
one (1) year of the Effective Date of this Agreement to adopt the 2015 International Building and
Fire Codes and to adopt any subsequent versions of the building and fire codes within six (6)
months of Denver's adoption of said subsequent versions of said codes. Englewood agrees not to
adopt any laws or amendments to said codes that conflict with or are materially inconsistent with the applicable uniform building and fire codes without obtaining the prior, written approval of the Denver Fire Chief (which approval will not be unreasonably withheld). Denver has adopted amendments to the 2015 International Fire Code which will not be effective in Englewood unless the same or similar amendments are enacted by Englewood. Englewood shall provide Denver with copies of the adoption ordinances, if and when so enacted, in accordance with the notice paragraph of this Agreement.

4.3 Standpipe Valve Threading: Denver will provide and maintain, at its own expense, adapters on Denver’s fire trucks for making threading connections to hydrants and building standpipes within Englewood.

5. **EMERGENCY MEDICAL SERVICES:** Denver shall arrange, by separate contract or by other means, for emergency medical services to be provided within the jurisdictional boundaries of Englewood, with Swedish Hospital being the primary hospital. The level of emergency medical services will be equivalent to that provided to Denver residents. During the Term of this Agreement, two ambulances with two paramedics for each ambulance will be based at the Fire Station Facilities identified in paragraph 10 below (“Englewood-Based Emergency Medical Services”). To the extent that additional emergency medical services are needed in Englewood beyond the Englewood-Based Medical Services, Denver shall arrange for that emergency medical service to be provided. If Denver should consider changing the provider(s) of the emergency medical services, Englewood will be consulted prior to any change.

6. **ENGLEWOOD POLICE DEPARTMENT:**

6.1 Arson and Fire Investigations: During the Term of this Agreement, Denver shall perform all “cause and origin” fire investigations in Englewood, consistent with its investigative practices and procedures within the City and County of Denver. Denver Fire will work in conjunction with the Englewood Police Department (“Englewood Police”) on all fire and arson investigations which involve or result from the commission of a criminal act in Englewood. Englewood Police will assist Denver Fire in the conduct of such investigations; will be responsible for all criminal processes resulting from Denver Fire investigations with the District Attorney for Arapahoe County and the 18th Judicial District; and will coordinate such Denver Fire investigations, to the extent appropriate, with the Department of Human Services and the juvenile court system.
6.2 Other Support: Subject to available resources and personnel and consistent with the policies and practices of Denver Fire, Denver Fire will coordinate with Englewood Police to provide the following assistance:

- Traffic control at accidents scenes to which Denver Fire has been dispatched;
- Use of a ladder truck to provide roof access and aerial crime scene photographs;
- Ambulance service to perform blood draws at an Englewood Police station; and
- Establishment of a protocol in regard to Active Shooter scenarios.

6.3 Communications: Englewood Police and Denver Fire will cooperate in establishing a means of radio and other communication between the two departments.

7. **EMERGENCY NOTIFICATION AND DISPATCH SERVICES:** Englewood will provide for dispatch services for all emergency 9-1-1 (“E-911”) calls. E-911 calls for fire and emergency medical-related matters will be immediately transferred to Denver’s 911 Emergency Communication Center by Englewood’s Dispatch through a “Tandem Transfer” of the Automatic Number Identification and Automatic Location Identification (“ANI/ALI”) received by Englewood’s Dispatch. Englewood will operate through its E-911 Authority Board’s Master Street Address Guide administrator to ensure that the correct agencies will be referenced on the ANI/ALI display. Englewood, in conjunction with its E-911 service providers, will make any changes to its communication system necessary to expedite the transfer of E-911 information to Denver Fire dispatchers, thereby minimizing any delay to its citizens. Englewood Class I properties shall be monitored by licensed central station agencies that are licensed by Denver Fire and comply with all required code criteria.

8. **ENCEWOOD FIRE PERSONNEL:**

8.1 Lateral Appointment: Englewood Fire Department (“Englewood Fire”) personnel (other than the Englewood Fire Marshal), who (i) obtain a Certificate of Good Standing from the Englewood City Manager, and (ii) accept offers tendered by Denver’s Executive Director of Safety in accordance with the Denver City Charter and the terms of this Agreement, shall become personnel of Denver Fire and shall operate under the direction and control of Denver Fire. Such personnel shall receive lateral appointment to Denver Fire at their current rank, but not higher than the rank of Firefighter 1st Grade, and will be paid at the applicable base salary and benefits as defined by the Denver Firefighter Union Local 858 collective bargaining agreement. By “current rank,” it is meant that rank within Denver Fire most
closely matching the personnel’s current salary with Englewood Fire, but in no case higher than the rank of Firefighter 1st Grade. Any personnel whose rank is set at Firefighter 4th Grade will have to complete three (3) months of assigned time in operations before they will be considered as having graduated from the Fire Academy. All lateral appointments are subject to a nine (9) month probationary period. Following lateral appointment and satisfactory completion of the probationary period, laterally appointed personnel shall only be eligible to test for promotion after forty-eight (48) months of service at Denver Fire, and after meeting all requirements applicable to each candidate for the promotional process in question. For purposes of seniority within Denver Fire, the date of lateral appointment to Denver Fire will be determinative. As among Englewood Fire personnel who become Denver firefighters pursuant hereto, the date of appointment to the Englewood Fire shall be determinative.

8.2 Limitations: This Agreement is not intended to, and shall not be construed to, alter or amend any collective bargaining agreement now in effect. In addition, Denver shall have no responsibility or financial liability for and will not administer any differential pay or severance obligations Englewood may have for Englewood Fire personnel and shall have no responsibility or financial liability for any obligations Englewood may have to said Englewood Fire personnel based on their service to and employment by Englewood, including but not limited to payouts, leave, benefits, overtime, compensatory time, disability, merit pay, bonuses, pensions and litigation claims.

9. ROLLING STOCK; FURNITURE, FIXTURES & EQUIPMENT:

APPARATUS:

9.1 Rolling Stock: Englewood hereby grants and conveys to Denver all of its right, title and interest, free of any encumbrances, in the rolling stock currently owned by Englewood as listed below:

6353  2009 Chevrolet Cut Away CC4V042
6354  2012 Dodge Ambulance
6488  2000 American La France Pumper
6493  2002 American La France Pumper
6490  2001 American La France Squirt
6494  2003 Freightliner M2106
6499  2005 Freightliner M2 Hazmat
6503  2008 Chevrolet Silverado 2500
6504  2009 Bauer TCOM-25 Trailer/Compressor
The following rolling stock shall be retained, stored and properly maintained by Englewood until such time as the Lease-Purchase obligation for this rolling stock is paid off, but no later than April 29, 2016, whereupon Englewood shall grant and convey to Denver all of its right, title and interest, free of encumbrances, in the following rolling stock:

6501 2007 Crimson Pumper
6502 2007 Crimson Heavy Rescue Pumper

("Crimson Fire Vehicles"). The Crimson Fire Vehicles shall be delivered to Denver Fire on the date of conveyance.

9.2 Furniture, Fixtures & Equipment: Englewood hereby grants and conveys to Denver all of its right, title and interest, free of encumbrances, in the furniture, fixtures and equipment listed in Exhibit C attached hereto and incorporated herein by reference.

9.3 Conveyance & Ownership: Englewood shall deliver to the Denver Fire Chief within thirty (30) days following the Effective Date of this Agreement (except for the two Crimson Fire Vehicles listed above which will be delivered by April 29, 2016): (a) duly executed bill(s) of sale conveying unencumbered title to all rights in the above-listed rolling stock and the furniture, fixtures and equipment listed in Exhibit C; and (b) with respect to vehicles, duly endorsed certificates of title transferring unencumbered vehicular title to Denver. Any other Englewood rolling stock and furniture, fixtures and equipment not specifically listed above or in Exhibit C shall remain the property of and in the possession and control of Englewood and shall be removed from the Fire Station Facilities identified in paragraph 10 below unless the Denver Fire Chief agrees that they may remain for use by Denver Fire. All rolling stock and furniture, fixtures and equipment provided by or subsequently acquired by Denver for the purposes of performing Denver's obligations under this Agreement shall be and remain the property of and in the possession and control of Denver.

9.4 Apparatus: Denver Fire reserves the right to provide rolling stock and fire equipment different from those listed above and in Exhibit C at the Fire Station Facilities identified in paragraph 10 below. Initially, Denver Fire will establish 1 Engine Apparatus at the Jefferson Fire Station (555 West Jefferson Avenue) and 1 Quint Apparatus at the Acoma Fire Station (4830 South Acoma Street). During the Term of this Agreement, Denver Fire shall have the right to replace such Apparatus at the Fire Station Facilities so long as the Denver Service Level is maintained as provided in paragraph 3 above.
10. **FIRE STATION FACILITIES:**

10.1 Lease: Englewood shall lease to Denver during the Term of this Agreement the two existing fire stations located at 4830 South Acoma Street and 555 West Jefferson Avenue (jointly, the "Lease"). The Lease shall be applicable to the entirety of the facilities as such are depicted on Exhibit D attached hereto and incorporated herein (the "Leased Premises") and include driveways and dedicated parking lots on the site of the Leased Premises.

10.2 Consideration: This Lease shall be at no cost to Denver and is part of the consideration, in addition to the payments by Englewood specified in paragraph 11 below, for Denver's provision of Fire Services under this Agreement.

10.3 Uses: The uses of the Leased Premises by Denver shall be as fire stations and administrative offices for Denver Fire and for such other purposes appropriate for the performance of Fire Services under this Agreement.

10.4 Utilities: Englewood shall furnish or cause to be furnished water, sewer, electricity and gas (the "Utilities") sufficient to meet Denver's needs at the Leased Premises. Utilities for the Leased Premises will be billed to and paid by Englewood.

10.5 Repairs and Maintenance; Cleaning and Tenant Finish: Englewood shall be responsible for assuring that the Leased Premises are structurally sound and fully functional for the purposes and the performance of this Agreement, including the safe and comfortable use of the Leased Premises by Denver firefighters. Englewood shall make, when needed and as reasonably requested by Denver, and pay for 100% of all replacements, repairs, maintenance and other services for the structural, mechanical, plumbing, electrical and utility systems for the Leased Premises, as well as parking areas and sidewalks on the Leased Premises. Denver shall arrange and pay for cleaning and custodial services on the Leased Premises and any future internal tenant finish changes at the Leased Premises which Denver determines are needed for the operation and use of the Leased Premises by Denver Fire and which Englewood approves (which approval will not be unreasonably withheld).

10.6 Lawn Care & Snow Removal. Englewood shall provide Denver Fire with the equipment and tools so that Denver Fire can mow and trim the lawns in the immediate vicinity of the Leased Premises and can remove snow from the driveways and sidewalks serving the Leased Premises (but not the parking lots which Englewood will plow when needed).

10.7 Access & Security. Englewood and its authorized agents, employees, and
contractors may enter the Leased Premises at reasonable hours and following reasonable notice to inspect the Leased Premises and to provide such structural, mechanical, plumbing, electrical and utility systems services for the Leased Premises as specified in sub-paragraph 10.5; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to Denver as reasonably possible. Notwithstanding the above, Englewood may enter the Leased Premises at any time in response to an emergency at the Leased Premises. Englewood is entitled to keys or pass cards with which to unlock all of the doors in the Leased Premises (excluding Denver's vaults, safes, and similar secured areas). During the time of entry by Englewood on the Leased Premises, Englewood shall be responsible for providing for the security of the Leased Premises and the personal property of Denver and its firefighters against unlawful entry by third parties and against unlawful activities by third parties on the Leased Premises.

10.8 Quiet Enjoyment. So long as the Lease remains in effect, Denver's possession and use of the Leased Premises will not be disturbed by Englewood or anyone claiming on behalf of or through Englewood except as expressly provided in this Lease.

10.9 Expiration or Termination: This Lease shall remain in effect only as long as the Agreement is in effect. Upon expiration or termination of the Agreement, as provided in this Agreement, Denver shall remove all equipment, rolling stock, and other personal property it owns within fifteen (15) days of said expiration or termination and shall vacate the Leased Premises.

10.10 Minor Modifications: Englewood, by and through its City Manager, and Denver, by and through its Fire Chief, may agree upon minor modifications to this Lease, and to reduce said modifications to signed writings, provided said modifications (i) are acceptable in form to each Party’s city attorney, (ii) do not lengthen the Term, and (iii) impose no additional financial obligation or other liability upon either Party.

11. PAYMENTS BY ENGLEWOOD: During the Term of this Agreement, Englewood shall annually appropriate and make available funds sufficient to make payments to Denver as prescribed in this paragraph 11 and shall pay Denver each month, by the 10\textsuperscript{th} day of the month, the monthly amounts based on their corresponding year, as specified in Exhibit E, attached hereto and incorporated herein. The total amount to be paid each year of the Term of this Agreement shall increase by two percent (2%) for 2016 and annually thereafter by three percent (3%). If payment is not received by the tenth day of the month, interest shall accrue on
the unpaid portion at a rate of 12% per annum.

12. **JOINT ADVISORY BOARD/DISPUTE RESOLUTION:** The Parties shall establish a joint advisory board for the purpose of serving as an advisor and liaison to Englewood and Denver. The joint advisory board shall consist of four members. Two of the members shall be appointed by Englewood and two of the members shall be appointed by Denver. The joint advisory board shall create an environment that encourages cooperation between Englewood and Denver in providing fire services and shall provide input and recommendations on policies and procedures to Englewood and Denver. In addition, the members shall act as a liaison to their respective city administrations and governing bodies. The joint advisory board shall meet on such occasions as the Englewood City Manager and the Denver Fire Chief mutually agree. Neither Englewood nor Denver may initiate litigation regarding any dispute arising under this Agreement without first attempting to resolve the dispute by referring it to the joint advisory board.

13. **MUTUAL AID AGREEMENTS:** Denver and Englewood are both parties, along with a variety of municipalities and fire districts in and near the Denver Metropolitan area, to an Intergovernmental Agreement for Mutual Aid between Fire Departments executed by Denver on October 10, 2003 (Denver Contract Control # XC-2Y092) (“Mutual Aid Agreement”). Denver will continue to act in keeping with the Mutual Aid Agreement and any future amendment to the Mutual Aid Agreement or replacement mutual aid agreement executed by Denver.

14. **OTHER:**

14.1 Public Relations: Englewood Fire has a long tradition of servicing the community through various public relations activities. Denver Fire wishes to acknowledge and will participate in such traditions as Funfest, the 4th of July, filling the boot of MDA, the holiday parade, and similar activities.

14.2 Fuel: Denver Fire may purchase fuel at the Englewood Service Center for the cost of fuel (non-taxed) plus .25 cents per gallon. If Denver Fire uses said fuel, Englewood will invoice and bill Denver Fire for the purchased fuel.

14.3 Coordination; Reports. Coordination and administration of this Agreement shall be conducted by and between the Denver Fire Chief and the Englewood City Manager. Denver Fire shall provide the Englewood City Manager with quarterly written reports addressing
performance under this Agreement and agrees to be available to meet with the Englewood City Manager upon request.

15. **GENERAL PROVISIONS (Applicable to Agreement and Lease):**

15.1 Reasonable Efforts; Good Faith: The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

15.2 Fair Dealing: In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms and conditions hereof; provided, however, that, except as expressly provided in this Agreement, nothing in this Agreement shall be construed as imposing on either Party any greater duty or obligation to the other Party or a third party other than that which already exists as a matter of Colorado law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.

15.3 Financial Interests: Except for financial interests expressly authorized by both of the Parties in accordance with their respective city charters and laws, any financial interests created in, or used to secure financing and payment for the costs of, any work performed or improvements made under this Agreement, including but not limited to any bonds, certificates of participation, purchase agreements, and Uniform Commercial Code filings, shall expressly exclude from such debt or financial security contained in such financial instrument(s) any title, rights and interests held by the other Party in any property under this Agreement. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s) created or entered by or on behalf of one Party, which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement and may not encumber the other Party’s title, rights and interests in property.

15.4 Appropriations: Notwithstanding any provision of this Agreement to the contrary, the rights and obligations under this Agreement are contingent upon all funds necessary
for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by Denver and Englewood. Nevertheless, failure by Englewood to appropriate or otherwise make available the funds necessary to perform its financial obligations under paragraph 11 of this Agreement may be grounds for termination of the Agreement as provided in sub-paragraph 2.B of this Agreement. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Denver and Englewood, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

15.5 Non-waiver: No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

15.6 Independence: Each Party to this Agreement shall be an independent entity, and no Party or such Party’s agents, officers and employees shall be deemed to be an agent of the other Party.

15.7 Contracting or Subcontracting: Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. Except as otherwise expressly stated in this Agreement, no Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the other Party contracts or has a contractual arrangement.

15.8 No Discrimination In Employment: In connection with the performance of 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; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

15.9 Conflict of Interest: Englewood agrees that no official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein, and Englewood further agrees not to hire or contract for services any
official, officer or employee of Denver or any other person which would be in violation of the
Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter
provisions 1.2.9 and 1.2.12.

15.10 Law; Authority; Enforcement; and Claims:

A) Applicable Law: The Parties agree to comply with all Applicable Law in existence as of the Effective Date of this Agreement or as may be subsequently enacted or adopted and become applicable. The phrase “Applicable Law” shall mean all federal, state, and local laws applicable in the context of the specific matter addressed in this Agreement, including but not limited to: 1) the constitutions, laws, and rules and regulations of the United States of America and the State of Colorado; 2) the Denver City Charter, the Denver Revised Municipal Code (“DRMC”), Executive Orders, and applicable rules and regulations; 3) the Englewood City Charter, Englewood’s municipal code, and applicable rules and regulations; 4) any court order, judgment, or decree or any appellate decision applicable to this Agreement; and 5) any federal, state, or local administrative decision or order applicable to this Agreement.

B) Governing Law; Venue: This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, the applicable provisions of the Denver City Charter and Revised Municipal Code of Denver, and the applicable provisions of the Englewood City Charter and municipal code. Venue for any legal action relating to this Agreement shall lie either in the District Court in and for Denver and County of Denver or the District Court for Arapahoe County, as the Party bringing the legal action may choose.

C) Exercise of Authority: Neither Denver nor Englewood shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard which would directly and substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part. Nothing in this paragraph shall limit the powers and authority of Denver and Englewood in adopting any ordinance, resolution, rule, regulation, policy or standard of broad and general applicability or otherwise exercising its lawful regulatory or taxing powers and authority. To the extent that it is within its legislative or executive authority under its city charter, Englewood shall waive, or compensate Denver for, any Englewood taxes, assessments, fees, charges, or costs otherwise applicable to Denver’s property, purchases, uses, or activities directly related to the performance of this Agreement.
D) Enforcement: The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages and recovery of unpaid payments, including interest, required under this Agreement (notwithstanding termination of the Agreement), as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree to and hereby release any claims for incidental, indirect, special, consequential, or punitive damages; provided, further, no provision of this Agreement nor the laws of one Party may be enforced by the creation or recording of any type of lien against real property owned by the other Party, nor may any foreclosure process be utilized to recover any moneys owed by one Party to the other Party. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the termination of any rights or obligations under this Agreement.

E) Claims: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party. The Parties shall cooperate in defending against the claim, demand, suit or action to the extent such common defense is consistent with each Party's rights and obligations under, and the terms and conditions of, this Agreement.

15.11 Liability:

1) To the extent authorized by law and except as otherwise provided in this Agreement, Englewood shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of Englewood or its officers, employees, and agents in connection with the subject matter of this Agreement.

2) To the extent authorized by law and except as otherwise provided in this Agreement, Denver shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by Denver, or its officers, employees, and agents in connection with the subject matter of this Agreement.
3) Each Party waives all claims and causes of action against the other Party for compensation, damages, personal injury or death which may result or occur as a consequence, direct or indirect, of the performance of this Agreement. Englewood and Denver are each responsible for their own negligence and that of their agents, officials and employees to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101, et seq.

4) Nothing in this paragraph 15.11 or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., or to any other defenses, immunities, or limitations of liability available to Denver and Englewood against third parties by law.

5) No official, officer, director, agent, or employee of either Party shall be charged personally or held contractually liable to the other Party or its officials, officers, directors, agents, or employees under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.

15.12 Force Majeure: Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of force majeure, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any force majeure. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting force majeure to the other Party. “Force majeure” shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

15.13 Further Assurances: From time to time, upon the request of a Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Party is entitled under the Agreement.
15.14 Examination of Records/Audit: During the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of either Party, including the Denver Auditor or designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the other Party involving any matter related to this Agreement. Any Party shall be entitled to review and audit the performance of this Agreement at that Party’s sole expense.

15.15 Notice: All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by overnight courier with written confirmation or sent by certified mail, return receipt requested, to the following:

To Englewood:  
City of Englewood  
1000 Englewood Parkway  
Englewood, Colorado 80110  
Attention: City Manager

Copy to:  
City Attorney  
City of Englewood  
1000 Englewood Parkway  
Englewood, Colorado 80110

To Denver:  
Mayor  
City and County of Denver  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

Copies to:  
Chief  
Denver Fire Department  
City and County of Denver  
745 West Colfax Avenue  
Denver, Colorado 80204

City Attorney  
City and County of Denver  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein.
15.16 No Third Party Beneficiaries: 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 under this Agreement. Any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15.17 Entire Agreement: This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

15.18 Amendment: Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

15.19 No Assignment: No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other Party.

15.20 Severability: If any term or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the United States or either Party’s city charter or law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with Applicable Law and the judgment of the court. This Agreement may be terminated, upon written notice of the adversely affected Party, if the Parties are unable to agree to an amendment to this Agreement that substantially resolves the judicially invalidated critical or material consideration.
15.21 Headings for Convenience: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

15.22 Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement. A Party shall have the right, in its discretion, to either temporarily suspend or permanently terminate the Agreement if there is any valid dispute as to the legal authority of the other Party or the person signing this Agreement on behalf of the other Party to enter into this Agreement.

15.23 Execution of Agreement: This Agreement shall not become effective or binding until it has been approved by the governing bodies of each Party and fully executed by all required signatories of each Party.

15.24 Electronic Signatures and Electronic Records: Englewood consents to the use of electronic signatures by Denver. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
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<td>Odor Investigation (Chemical)</td>
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<td>Other</td>
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<td>PFAS Class I</td>
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<td>Smoke Investigation - Outside</td>
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<td>Ventilation Only</td>
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<tr>
<td>Water Problem</td>
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<td>Water Rescue</td>
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<td>Underwater</td>
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<td>Wires Down</td>
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<tr>
<td>Additional Alarms (above a Task Force Response)</td>
<td></td>
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</tr>
<tr>
<td>A standard Engine will be substituted for 5-inch Hose Engine when necessary. A Standard Truck will be substituted for a Tower when necessary.</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<tr>
<td>High Rise Additional Alarms</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
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</tr>
</tbody>
</table>

**Confined Space Team:** Tower 1, Collapse Trailer, Rescue, and HAMER

**High Angle Team:** Rescue and Tower 1

**HAZMAT Team:** Rescue, HAMER, Engine 6, and DECON Team (Engine and Truck 26 and/or Engine and Truck 16
FIRE RESPONSE - ENGLEWOOD TRAVEL TIME ANALYSIS

Analysis Notes: This analysis was completed with up-to-date Denver street data. The regional streets used have not been updated in three years and the mileage totals below may be inaccurate if streets have been added in the 4, 6, or 8 minute travel time zones in that time period. The analysis was also completed with several assumptions which could have major impacts on the actual distance traveled in 4, 6, or 8 minutes.

Assumptions are as follows:
- Fire Department Engines do not stop at stoplights or stop signs.
- Engines drive at the posted speed limit.
- Engines will not encounter traffic.
- Roads are not subject to closure.

This analysis is meant to be a rough order of magnitude of possible travel time mileage and should be considered a "best case scenario" in terms of the mileage covered.

<table>
<thead>
<tr>
<th>Denver Fire &amp; Englewood Acoma &amp; Jefferson Fire Stations</th>
<th>Miles Covered in response time zone</th>
<th>% of Englewood Roads Covered</th>
<th>Cumulative % of Englewood Roads Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response In Minutes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 - 4</td>
<td>116.06</td>
<td>87.92</td>
<td>87.92</td>
</tr>
<tr>
<td>4 - 6</td>
<td>15.94</td>
<td>12.08</td>
<td>100.00</td>
</tr>
<tr>
<td>6 - 8</td>
<td>0.00</td>
<td>0.00</td>
<td>100.00</td>
</tr>
<tr>
<td>Total Miles Covered</td>
<td>132.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Englewood Road Miles</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

100% of Englewood roads covered by Denver Fire in 6 Min.

<table>
<thead>
<tr>
<th>Englewood Only (All Stations)</th>
<th>Miles Covered in response time zone</th>
<th>% of Englewood Roads Covered</th>
<th>Cumulative % of Englewood Roads Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response In Minutes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 - 4</td>
<td>110.06</td>
<td>83.38</td>
<td>83.38</td>
</tr>
<tr>
<td>4 - 6</td>
<td>15.97</td>
<td>12.10</td>
<td>95.48</td>
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<tr>
<td>6 - 8</td>
<td>5.97</td>
<td>4.52</td>
<td>100.00</td>
</tr>
<tr>
<td>Total Miles Covered</td>
<td>132.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Englewood Road Miles</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

100% of Englewood roads covered by all Englewood Fire Stations in 8 Min.
EXHIBIT B
FIRE PREVENTION

Consultation at Emergency Incidents

When there is a risk of structure collapse, upon request of the Incident Commander, a Denver Fire Department Fire Protection Engineer(s) will respond to the scene to evaluate safety for responding firefighters.

Referenced Standards

The Denver Fire Code and the standards referenced therein will be the compliance standards referenced for review of proposed construction plans and inspection of properties in the City of Englewood.

Plan Review

- **Pre-construction Conferences.** Upon request by the City of Englewood Fire Marshal, Denver Fire Department Fire Prevention Fire Protection Engineering and Uniformed Personnel (collectively hereinafter referred to as “Denver Fire personnel”) will be notified by Englewood and shall participate in pre-construction conferences along with the appropriate officials, to answer questions relating to fire protection features in the planned building or fire code requirements, or to discuss comments provided during the plan review process. All comments by Denver Fire Department’s engineering section will be directed in writing to the appropriate Englewood official(s).

- **Site Plan Review.** Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will be notified and afforded the opportunity to participate in project site plan reviews along with the appropriate Englewood official(s).

- **Preliminary Plan Review.** Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will be notified by Englewood and afforded the opportunity to participate in review of project preliminary plans along with the appropriate Englewood official(s). This information will be shared with the fire companies that are expected to respond in the event of an emergency.

- **Final Building Plans and Specifications.** Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will be notified and shall be afforded the opportunity to participate in review of project final building plans and specifications along with the appropriate Englewood official(s).

Upon request by the City of Englewood Fire Marshal, Denver Fire personnel, upon determination that the plans comply with the applicable fire code requirements, shall notify the appropriate Englewood official in writing that there is no objection to issuance of a building permit. Englewood shall provide building construction addresses, timelines and other pertinent information to the fire companies responsible for suppression and/or fire
inspection of the building. Upon request by the City of Englewood Fire Marshal, Denver Fire personnel shall participate in rough-in inspections during construction.

- **Certificates of Occupancy.** Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention will be notified by Englewood (or the contractor) and shall participate in the final inspection process, and the final sign-off on the building before the certificate of occupancy is issued. This certificate indicates that all of the requirements under the applicable codes have been met and that the building is safe and habitable. Upon request by the City of Englewood Fire Marshal, Denver Fire personnel will assist the appropriate Englewood official(s) in testing all life safety systems prior to approving the certificate of occupancy. All comments will be directed in writing to the appropriate Englewood official(s).

- **Consultation.** Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention personnel shall offer consulting services to the Englewood community, including design professionals, contractors and trades craftsmen, property owners, managers, occupants and members of the general public. The consulting services will include: explanation of the Fire Code and fire-related sections of the Building Code, application of specific standards, and information about the most effective ways to deal with fire and emergency hazard situations. All comments will be directed in writing to the appropriate Englewood official(s).

**Business License Inspections**

Upon request by the City of Englewood Fire Marshal, prior to approval of any initial general or specialized business license by Englewood, an inspection will be conducted by Fire Prevention personnel to determine compliance with the Denver Fire Code. The findings will be forwarded to the appropriate Englewood official(s) for review. Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention personnel shall also, where required, provide inspections for the renewal of general and specialized business licenses.

**Fire Safety Inspections and Basic Fire Inspections**

- **Commercial Fire Safety Inspections and Basic Fire Inspections.** All commercial properties in the City of Englewood, including residential properties of more than two units, will receive an annual inspection. City of Englewood Fire Prevention will conduct all basic fire inspections. Denver Fire Department Operations Division personnel will conduct an annual property familiarization inspection of all commercial properties. When Denver Fire Department Operations Division personnel have found a situation posing an imminent hazard, Denver Fire will take immediate action to mitigate the situation and afterwards notify in the appropriate Englewood official(s) about it.

- Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention will conduct a technical inspection. All comments will be submitted in writing to the appropriate Englewood official(s). Denver Fire personnel will advise the appropriate Englewood official(s) of any violation(s) discovered during the course of the property familiarization inspection. Englewood shall be solely responsible for any enforcement action concerning the
violations; however, Denver Fire Department personnel will be notified of follow-up inspections and afforded the opportunity to accompany Englewood officials in conducting those follow-up inspections.

Denver Fire Department personnel will not participate in fire safety inspections or basic fire inspections of residential properties of two units or fewer unless requested by the resident and authorized by Englewood officials, the building’s ownership or building management.

- **Special or Technical Inspections.** Upon request by the City of Englewood Fire Marshal, Denver Fire Prevention personnel will conduct fire safety inspections requiring specialized or technical expertise. Fire Prevention personnel will also be available, upon request, to assist Englewood property owners or managers in the development of emergency procedures and emergency evacuation plans.

- **Nightclubs and Other Assembly Occupancies.** Denver Fire Prevention personnel will respond to complaints or reports of overcrowding or other fire-related concerns. If, during a response to a nightclub, Fire Prevention concerns such as overcrowding, blocked exits, etc., are identified, then Denver Fire personnel will contact Englewood Police to enforce the code unless requested by Englewood city officials to initiate code enforcement.

- **Files.** Denver Fire Department Fire Prevention will maintain well-organized, complete and accurate records and files on all actions taken (plan review, consultation, inspections, permits). This information is needed to provide performance measures in accomplishing fire prevention goals and to provide management information for budgetary and administrative purposes. All information records and files will be shared between the Denver Fire Department and City of Englewood officials.

- **Construction and Fire Safety Inspection and Permit Fees.** Fees for fire safety inspections and fire safety permits will not be levied unless authorized by Englewood city officials.

**Licensing**

Current Denver Fire Department licenses shall be required for the design, installation, modification, inspection, and testing of all life safety systems and equipment. All fitters/technicians/private inspectors shall be licensed to design, add to, modify, and perform all types of inspections, testing, maintenance, and repair of factory-engineered equipment.

**Method for Appealing Disagreements**

A method must be established to appeal any disagreements between Denver Fire and Englewood Building and Fire officials. Concerning the fire prevention matters addressed herein, an Englewood official such as the City Manager will be the final decision maker. But in cases of disagreement, the interpretation which tends to advance the safety of the public and firefighters shall prevail.
To: Mark Ertle, Fire Chief

From: Richard Petau, Deputy Fire Chief

Date: March 20, 2015

Subject: Station inventories

The following is a list of the items that are moveable in and out of the Acoma and Jefferson stations.

**Jefferson**

(1) 4'X9' dining table
(8) dining chairs
(7) recliners
(1) side by side stainless steel refrigerator
(1) electric range W/oven
(1) stainless steel dishwasher
(1) full set of pots and pans
(1) full set of kitchen utensils
(1) full set of silverware
(1) microwave oven
(1) 54” flat screen television (purchased by Local 1736)
(1) natural gas grill
(1) large rolling tool chest with tools
Office furniture in B/C’s office
Cubicle style office furniture in Lt’s office
(27) mattresses all in murphy beds, purchased April of 2014

**Acoma**

(1)4’X7’ dining table
(6) heavy wooden dining chairs
(5) recliners
(1) side by side refrigerator
(1) gas range W/oven
(1) stainless steel dishwasher
(1) full set of pots and pans
(1) full set of kitchen utensils
(1) full set of silverware
(1) microwave oven
(1) 42" flat screen television (purchased by COE)
(1) natural gas grill
Office furniture
(15) mattresses all in murphy beds, purchased in April of 2014

Tejon

(4) recliners
(1) over/under refrigerator
(1) dishwasher
(1) full set of pots and pans
(1) full set of kitchen utensils
(1) full set of silverware
(1) microwave oven
(1) 42" flat screen television (purchased by COE)
(1) LP gas grill
Mise Fire Department Inventory

Tejon Station

6 bottle cascade system. Hydrostatically tested in 2014
Auto RAE calibration unit for gas detectors. (Grant)

Acoma Station

(24) Nex-Gen7 4.5 SCBA packs. (UASI Grant) DFD does not use these
(72) 1/2 hour carbon fiber wrapped cylinders. (UASI Grant) DFD does not use these
(8) 1 hour carbon fiber wrapped cylinders. (UASI Grant) DFD does not use these
(60) Various size AV-3000 masks, $260 per mask, total, $15,600 (new price) DFD does use these
(55) CBRN MMR's, $1,100 per unit, total, $60,500 (new price) DFD does use these
(1) Porta-Count fit tester for SCBA
(1) Posti-Check MMR calibration equipment for SCBA
Spare SCBA parts inventory. Approx. value $2,500

Jefferson Station

John Deere lawn tractor used for plowing snow

Misc

100 sets of bunker gear. Price: $1,800 per set. Total, $180,000 (new price)
60 helmets. Price: $250 per. Total, $15,000 (new price)
Misc gloves, hoods, est. $10,000
80 gallons of MicroBlaze foam. $20.00 per gallon. Total, $1,600
50 gallons of A/B foam. $10.00 per gallon. Total, $5,000

The Servicenter has approx. $11,000 of propriety parts for our equipment in their inventory.
The Physical Inventory movement displayed is movement since the beginning of your fiscal year as set in System settings. The Extended Cost includes quantity times true cost only. The report displays only stocked parts.

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<tr>
<th>PART NUMBER</th>
<th>DESCRIPTION</th>
<th>LOCATION</th>
<th>MARK UP</th>
<th>RECV</th>
<th>XFER IN</th>
<th>ADJ UP</th>
<th>ADJ OUT</th>
<th>ISSUE DOWN</th>
<th>QTY IN STOCK</th>
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<td>M332</td>
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<td>0</td>
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<td>HORN, AIR</td>
<td>M381</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</table>

**true cost**

| 2.75 | 61.42 |

**ext cost**

| 11.00 | 61.42 |
Cab:
  4 x Engine Keys
  Elevator keys ERG
  Run Books
  Backboard

Cabinet:
  Carry All
  C-Spine Material
  1/2" Static Line in 2:1 Configuration - 200ft.
  Non-Latex Gloves

Engineer's 1:
  Spare Engine Key
  1 x AP 50
  Halligan
  Flat Head Axe (8lb) Spare
  Mask/MMR

Engineer's 2:
  Breaker Box
  Foam Aspirating Nozzle 2
  1/2" Fog Nozzle
  2 1/2" Solid Bore Handline Nozzle
  2 1/2" Stacked Tips for Deck Gun (1 3/8", 1 1/2", 1 3/4", 2"
  Gated Wye
  2 1/2" Siamese
  2 x Storz Adapters (Female on 2 1/2" Side)
  2 1/2" to 1" Adapter
  Trash Line with Garden Nozzle
  2 x Hay Hooks
  2 1/2" Double Male x 3 / Double Female Adapters x 3
  1 3/4" Double Male x 2 / Double Female Adapters x 2
  Flat Spanner Wrenches x 2
  Dead Blow Shot Mallet (3lb)
  18" Pipe Wrench
  Hydrant Wrench
  7-Way Spanners x 3
  Spare 2 1/2" Gasket

Engineer's 3:
  2 x Broom Heads
  2 x Extendable Broom Handles
  Flat Head Shovel
  Spade Head Shovel
  31" Bolt Cutters
Cheap Ratchet Set
Piercing Nozzle
Hose Roller

**Engineer's 4:**
Empty

**Rear Roll Up:**
Sampson Clamp
Cones
Cooper Hose Jacket
5" Pony Section
2 ½" to 5" Storz Siamese
Monitor Base
Hydrant Bag
-Storz Adapter, Wrench, Littleton Wrench, 2 Spanners, 2 ½" Cap, 2 ¼"
Dbl. Fem, 2 ½" Dbl. Male, Denver Thread Adapter.

Cones
10 B/C C02 Extinguisher

**Officer's 4:**
20-A / 120-B/C Dry Chem Extinguisher
2-A APW (Water Can)
Fan Fuel
6.5 hp Honda PPV Fan
9ft. Exhaust Hose

**Officer's 3:**
Large Canvas Tarp
Carry All
Small Vinyl Salvage Cover
Reflective Tarp
Black Haz-Mat Bag
50ft Bundle Electrical Cord
2x Portable Halogen Lights (500W)

**Officer's 2:**
Pick Head Axe
Halligan
Flat Head Axe (8lb.)
Pry-Axe
A-Tool
K-tool and through the lock set

**Officer's 1:**
Empty

**Misc:**
4 x Spanners on Outside Rear
4 x Spanners on Outside Officer's Side
2 x 7-Way Spanners + Hydrant Wrench on Officer's Side Panel

**Hose Loads:**
Bumper Line = 100 ft. x 1 ¾" Single Jacket / Fog Nozzle (Foam Capable)
Cross Lays = 200ft. x 1 ¾" Double Jacket /Fog Nozzle (Front Only = Foam Capable)
Supply = 1000' x 5" / 800' x 2 ½" (reverse lay)
Bomberlines= 2x 200", 2 ¼" + Smooth Bore Nozzle and Fog
Dunnage:
8.5 kW Hydraulic Generator
500gal Water
40gal Foam Concentrate
5gal Bucket Kitty Litter
5gal Bucket Dirt
Removable Deck Gun /Monitor (Fog Nozzle)
2 x 6ft Drywall Hooks
14ft Roof Ladder
24ft Extension Ladder
10ft Attic Ladder
10ft Pike Pole
1 x Telescoping 1500W Halogen Light per Side
2 x 500W Halogen Lights per Side
6493

**Cab:**
- 4 x Engine Keys
- ERG
- Run Books
- Backboard

**Cabinet:**
- Carry All
- C-Spine Material
- ½" StaticLine in 2:1 Configuration - 200 ft.
- Non-Latex Gloves

**Engineer's 1:**
- Spare Engine Key 1
- x AP 50
- Halligan
- Flat Head Axe (8lb)

**Engineer's 2:**
- Breaker Box
- Foam Aspirating Nozzle
- 2 ½" Fog Nozzle
- 2 ½" Solid Bore Handline Nozzle
- 2 ½" Stacked Tips for Deck Gun (1 3/8", 1 ½", 1 ¾", 2")
- Gated Wye
- 2 ½" Siamese
- 2 x Storz Adapters (Female on 2 ½" Side)
- 2 ½" to 1" Adapter
- Trash Line with Garden Nozzle
- 2 x Hay Hooks
- 2 ½" Double Male x 3 / Double Female Adapters x 3
- 1 ¾" Double Male x 2 / Double Female Adapters x 2
- Flat Spanner Wrenches x 2
- Dead Blow Shot Mallet (3lb)
- 18" Pipe Wrench
- Hydrant Wrench
- 7-Way Spanners x 3
- Spare 2 ½" Gasket

**Engineer's 3:**
- 2 x Broom Heads
- 2 x Extendable Broom Handles
- Flat Head Shovel
- Spade Head Shovel
- 31" Bolt Cutters
- Cheap Ratchet Set
- Hose Roller
Engineer’s 4:
  Fan Fuel
  6.5 hp Honda PPV Fan
Rear Roll Up:
  Sampson Clamp
  Cones
  5” Pony Section
  2 ½” to 5” Storz Siamese
  Monitor Base
  Hydrant Bag
    - Storz Adapter, Wrench, Littleton Wrench, 2 Spanners, 2 ½” Cap, 2 ½”
    Dbl. Fem, 2 ½” Dbl. Male, Denver Thread Adapter.

10 B/C CO2 Extinguisher
Officer’s 4:
  20-A / 120-B/C Dry Chem Extinguisher
  2-A APW (Water Can)
  2x 50’ 2 ½
Officer’s 3:
  Large Canvas Tarp
  Carry All
  Small Vinyl Salvage Cover
  Black Haz-Mat Bag
  50ft Bundle Electrical Cord
  2x Portable Halogen Lights (500W)
Officer’s 2:
  Pick Head Axe
  Halligan
  Flat Head Axe (Sib.)
  Pry-Axe
  A-Tool
  K-tool and through the lock set
Officer’s 1:
  Empty
Misc:
  4 x Spanners on Outside Rear
  4 x Spanners on Outside Officer’s Side
  2 x 7-Way Spanners + Hydrant Wrench on Officer’s Side Panel
Hose Loads:
  Bumper Line = 100 ft. x 1 ¾” Single Jacket / Fog Nozzle (Foam Capable)
  Cross Lays = 200 ft. x 1 ¾” Double Jacket / Fog Nozzle (Front Only = Foam
  Capable)
  Supply = 1000’ x 5” / 800’ x 2 ½” (reverse lay)
  Bomberlines = 2x 200”, 2 ½” + Smooth Bore Nozzle and Fog
Dunnage:
  8.5 kW Hydraulic Generator
500gal Water
40gal Foam Concentrate
5gal Bucket Kitty Litter
5gal Bucket Dirt
Removable Deck Gun / Monitor (Fog Nozzle)
2 x 6ft Drywall Hooks
14ft Roof Ladder
24ft Extension Ladder
10ft Attic Ladder
10ft Pike Pole
1 x Telescoping 1500W Halogen Light per Side
2 x 500W Halogen Lights per Side
Utility Truck 6494

Passenger Side Front Tall:
- 12 Scott Low Pressure 30min. Air bottles

Passenger Side Mid Tall 1:
- 3 Scott Low Pressure 60min. Air Bottles
- 12 Volt Power Supply/Jump start Kit
- 2 Sets of tires chains
- 1 small blue tarp

Passenger Side Mid Tall 2:
- 3 spade shovels
- 1 tool box w/ misc. hand tools
- 1 junction box

Passenger Side Wheel Well Double Door:
- 1 pick head ax
- 2 flat shovels
- 1 grain shovel
- 1 rake
- 4 sets of coveralls
- Kalina Case with Nikon camera w/ flash

Passenger Side Back Tall:
- 1 small scene light Arson Kit containing:
  o Large can
  o Small can
  o Quart Jar
  o Pint Jar
  o Small Jar
  o Tire gauge
  o Alcohol
  o Paper Towels
  o Disposable gloves
  o Tools
  o Putty knife
  o Vapor Seal Bags
  o Ruler/Tape
  o Camera
  o Film
  o Syringes
  o Property sheets
  o Labels
- Evidence Tape
- Bottle w/ rubber stopper
- Fire Scene tape

**Bed of Truck:**
- Wheelbarrow
- K2100/120/15A/single McGraw-Edison Power Unit
- MDG Fogsmoke Gen.

**Driver Side Front Tall:**
- 2 Rescue Bags EACH Containing:
  - Class 3 Harness
  - Set knee pads
  - Helmet with Light
  - Roll duct tape
  - Radio harness
  - Gloves
  - 150’ hardline
  - 200’ of rope
- Equipment Bag 1:
  - 4 coveralls
  - 2 sets knee pads
  - 2 sets elbow pads
  - 4 radio harnesses
  - 2 flashlights
  - 2 hard hat
  - 2 sets leather gloves
- Equipment Bag 2:
  - Four 50’ hardline
- Equipment Bag 3:
  - Two 50’ Hardline
  - Two 100’ Hardline

**Driver Side Mid Tall 1:**
- One High Pressure Kart with 2 bottles and necessary hardware.
- Application manuals and protocol books

**Driver Side Mid Tall 2:**
- 3 pigtales
- 2 tri-pod scene lights

**Driver Side Back Tall:**
- Foam Inductor
- 100’ Cord
Engine Compartments

DOE outside cab Front compartment:
- X1 radio lapel
- X2 spare mask
- X2 spare MMR

DOE outside cab Rear Compartment:
- Flags
- X1 silicone lubricant
- Spare headset
- #1121" plate
- Scene light controller

DOE side Front compartment:
- X1 SCBA
- X1 personal rope bag (60'8mm static kern mantel rope, daisy chain 1" webbing and aluminum carabiner rated at 23kn)
- X1 FoamJet-LX tip (Foam aspirator, FoamJet-low Expansion-Mid Force Hand line) FJ-LX-HM
- X1 1 1/8" Smooth bore nozzle w/1 3/8"breakaway (1" 1/8: 266gpm @ 50psi)
- X1 2 1/2 gated wye (ball valve) 2 1/4 to double 1 3/4"
- X1 Task Force tip Hand line adjustable pattern automatic fog nozzle (65300gpm @ 100psi)
- X12 >8 gate valve
- X2 mattress hooks (hay hooks)
- X1 Siamess (double 2 Y to single 2 Y)
- X1 smooth bore nozzle w/ f, 11/8, 1Y. orifice (210gpm, 266gpm, 328gpm @ 50psi)
- X1 garden hose (100', for decontamination operations)
- X1 duel 2 Y to storz (monitor base/Siamess)
- X1 storz to 2 Y reducer/expander
- X1 Hydrant wrench
- X1 mallet head (0 blow)
- Smooth bore master orifices: 1 3/4, 1 1/4, 1 1/2 + stream straightener (502gpm, 598gpm, 814gpm, 1063gpm @ 80psi)
- X2 LDH spanners
- X1 set of irone W4 Halligan, X1 6lb. fiberglass handled flat head axe
- brassman distributor nozzle (AKA CarHart nozzle 9 holes, 48gpm @ 100psi, 1 3/8 broken stream radius, 9 orifices measurements: 3 @ 13/6" and 6 @ 12")
- ADAPTERS: 1Y"cap, 1" NH to NP (national hose to national pipe), X1 1X" NP to NH, X1 1Y/2" dual male NH, X2 1Y/2" dual female NH, X2 NH to NP, X2 2Y/2" smooth bore adaptor, X2 2 Y/2" dual male NH, X2 2Y" dual female.

Underneath:
- X2 tire chalks ("bear trap")

DOE side middle compartment:
- X1 S gallon bucket w absorvent
- X1 3 1/2 gallon bucket w fire melt
- X1 Rehab cooler with water
- X1 box repair putty sticks
- X1 S gallon bucket (empty/foam flush)
- X1 coffee can plug and dyke
- X1 7" foam fill/flush hose
- X2 rolls garbage bags

Still MS 461 chain saw w/bullet chain
Bar oil
DOE side middle drawer:
- XI reel 'Danger tape
- X2 reel 'Fire line' tape
- X2 duct tape
- XI roll of chem tape
- XI 61b fiberglass handled pick axe
- XI 18" steel pipe wrench
- XI 15" steel crescent wrench
- X4 hose straps
- XI Ktool unlock kit,
- XI Hazmat & terrorism emergency response book

Front rear wheel compartment:
- XI True Fuel
- XI packet of wipes
- XI funnel
- XI scoop

Back rear wheel compartment:
- Diesel/fuel fill
- Floor dry fill and dispense underneath apparatus behind rear left tire

DOE side rear compartment:
- XI PPV Fan (SuperVac Model 718g4,k, 7 bladed 18" airfoil propeller, 4 cycle 8.5 horsepower engine, rated at 5,500 cfm, 3935rpm, approx: 821lbs, 94 decibels at 7 meters, 110 minute runtime) 18 degree optimum operating angle @ 6'
- XI Dewalt 20V drill & Sawzall
- XI Tool Box
- XI Husky ratchet set
- XI Dewalt 120 V Sawzall
- XI can liquid wrench silicon spray
- X2 extendable brooms (4', 8', 10')
- XI expanding rake
- XI flathead (square) shovel
- XI spade shovel
- XI piercing nozzle (225gpm @ X00psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 1/16" thick steel plate)
- XI 13' little giant ladder (If maximum working length, 300lbs capacity, NOT fire rated)

Edge protect (Edge Pro)
- XI 25' tape measure
- XI 20 V charger Dewalt

Rear End compartment:
- X10 19" traffic cones
- XI monitor base with tie off strap and Safe-Tak valve) (do not use at less than 35 degrees
- Edge protection (Edge Pro)
- XI 25' 8" (LCH) Hose
- XI 10' stick 2 1/2 light weight hose
- XI Sampson hose clamp (can be used with 1Y", 1½", 2", 2 1/8", and 3" double jacketed woven hose, 20' from apparatus and 5' from coupling, always stand upside of stream while damping)
Hydrant bag:
- XI 5"/storz adaptor
- XI5" Denver thread adaptor
- XI 2.1/2" to double 1 1/2" gated wye
- XI YNH to NP adaptor
- XI 11/2" NP to NH adaptor
- Hydrant wrench
- Littleton hydrant wrench
- X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door 1/edge, pry tool, striking tool)
- X2 large spanners
- XI2JS" cap
- XI 2 W" double female adaptor (NH)
- XI 2 W" double male adaptor (NH)

Officer side rear compartment:
- XI 351lbs ABC extinguisher (rated: 20-A, 120-B, & C)
- XI 2 1/2 gallon water/microblaze mix extinguisher (rated: 2A)
- XI C02 28 lb. extinguisher (rated: 10-B, & C, with 4" horn orifice)
- XI High rise pack: 3 sections of lightweight 2 1/2" hose to gated wye to 100' lightweight 1 1/4" hose to Task Force Tip
- XI C02 28 lb. extinguisher (rated: 10-B, & C, with 4" horn orifice)
- XI High rise pack: 3 sections of lightweight 2 1/2" hose to gated wye to 100' lightweight 1 1/4" hose to Task Force Tip
- XI NP to NH 1 1/2" adaptor, X2 7 way spanners, XI 10" pipe wrench
- XI Cooper hose jacket (maximum operating pressure: 650 psi, classified 'too' by IFST)
- XI Coaxial cable reducer (100' braid, classified 'too' for use)
- XI 4 person Hazmat bag
- XI 4 person Hazmat bag

Officer side middle compartment:
- X2 portable floor lights (Halogen 500 watts 120v)
- X2 carry all bags (5'x5' and 8'x8')
- X2 salvage tarps (12x 10')
- XI roll of Visqueen (plastic cover to 4' wide)
- X3 50' electrical extension cords
- XI Junction box with 4 plugs
- X2 Pig tails (twist lock to 3 prong adapters)
- XI 2 prong to 3 prong (grounded) adapters

Officer side middle drawer:
- XI Duck bill lock breaker
- XI Fire line tape
- XI Atool (with lock manipulator)
- XI Office tool/ Crash axe/pry axe
- XI Gib pick axe
- XI Gib sledge hammer
- XI 2 1/2 sledge hammer
- XI 36" bolt cutters (maximum cutting capacity of 7/16 hard metals and 9/16 soft metals, with replaceable cutting heads)

Wheel compartments front and back:
- X8 air cylinders

Officer front compartment:
- XI set of tools
- XI Thermal Imaging Camera (TIC: SCOTT Eagle Imager 160, 4.2 lbs, 4" LCD screen, three mode 'twist change': hands free, hands on, and crawl, 160 degree dynamic range, Made of HHRP 'heat & hit resistant polymer, 'twist change' battery approx., 4 hr service life)
- XI K-tool unlock kit
- XI spare mask
- XI box of cribbing
- XI SCBA
- XI 4" D-handled pike pole
- XI personal rope bag (60' Bmm static ken mantel rope With aluminum carabiner)

Officer side rear cab compartment:
- XI cab light controller

Officer side front cab compartment:
RIT Bag:
- XI 60 minute SCBA bottle (87 cubic ft of air at 4500psi)
- XI MMR
- XI SCBA Mask
- XI pair of trauma shears
- XI utility knife
- XI pair of channel-lock pliers
- XI pair of snips
- XI heavy tow/haul strap (5', 12,000 lbs)
- XI aluminum carabiners
- XI rope bag (150' 6mm ken mantel rope)

Ladder Rack
- XI 24' two section ladder
- XI 14' roof ladder
- XI 12' folding attic ladder
- XI 10', 8' 6' fiberglass handled pike pole

Hose Bed
- 1000' of 5" LOH
- 200' of lightweight 2 1/2" preconnected triple stack load with attached 7 way bale adjustable pattern automatic fog nozzle (50-350 gpm @ 100psi, maximum operating pressure of 170 psi)
- XI Hydraulic AC Generator

Preconnects
- XI 200', 1" hose lines with TFT Mid-Force nozzles (Both lines are foam capable)

Inside Cab:

Rollup cabinet in FF area
Top Shelf
- XI spare 02 cylinder
- XI spare O-Collar
- XI AC Hotstick (3 settings: high/low sensitivity & front focused, AC Frequencies of 20-100 Hz, intrinsically safe PVC housing theoretically able to withstand a 50,000 volt shock)
- XI2 signal lights (one red, one yellow, 1, 1, v)
- XI SCBA Mask bag with 3 smoke detectors and a spare 9 volt battery

Bottom Shelf
- TIF Combustible Gas Detector (Visual and Audible indicators, variable sensitivity as low as 5ppm (gasoline), 30 second v alarm up to one minute, instantaneous response, Approx. 4 hour run-time battery life, 10' probe, 10 oz weight, operating temp range 32-125 degrees F, 4.8v rechargeable Ni-Cad batteries)
- QRay 4 gas monitor (with battery charger)
  | Gas | Low Alarm | High Alarm |

4 E 21
<table>
<thead>
<tr>
<th>Gas</th>
<th>Value 1</th>
<th>Value 2</th>
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<tbody>
<tr>
<td>O2</td>
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<tr>
<td>CO</td>
<td>35 ppm</td>
<td>70 ppm</td>
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<tr>
<td>H2S</td>
<td>10 ppm</td>
<td>20 ppm</td>
</tr>
<tr>
<td>LEL (Calibrated to Pentane)</td>
<td>10%</td>
<td>20%</td>
</tr>
</tbody>
</table>

- Digital Camera
- Bin of smoke detectors
- Bin of Educational Information (Pamphlets, stickers)
- Spare Glucometer

**Netted Storage Area**

**Top Shelf**
- AED with adult and Peds pads
- C-Collar Bag (four adult collars, four ped collars, Trauma shears, 2' medical tape, set of heartblocks)
- Orange Medkit

**Bottom Shelf**
- O2/airway kit
  - Main Compartment
    - O2 Cylinder with regulator
    - X3 non-rebreather masks
    - X3 nasal cannulas
    - X2 nebulizers each with 2.25 mg doses of albuterol and 1 dose of isopro?1
    - X1 nebulizer with bag valve mask attachment (includes medications listed above)
    - X2 CPAP Masks
  - Front compartments
    - Rope bag with 50' Kern Mantle Static life safety rope 1/2" diameter

**Apparatus specifications**
- Crimson engine/Spartan Chassis
- 1500gpm Waterous pump 16 large diameter discharges at 250gpm
- 500 gallon water tank
- X2 20 gallon foam tanks (X1 US foam class A/B, X1 Microblaze)
- Apparatus length 33'
Englewood Fire Department
Extrication Equipment Specifications

Res-Q-Jacks

- 2x Space Saver Adjustable Stand (4,000 lbs @ 72°)
  - 36.5° Collapsed
  - 90° Extended
  - 2 Cam Buckle Straps 750 lbs working load
  - Weight 48.5
- 2x Space Saver Adjustable Jacks (4,000 lbs lifting)
  - 36.5° Collapsed
  - 90° Extended
  - 12'' Jack Travel
  - 2 Cam Buckle Straps 750 lbs
  - Channel, Round Point, Chain Grab End Fitting (CRG)
  - Weight 42 lbs
- 4x Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)
  - Large 8'' J Hook
  - T Hook
  - Small J Hook
  - Chain Shortening
- Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)
  - Large 15'' J Hook
  - Small J Hook
  - T Hook
  - Chain Shortening
- 4x Small Clusters (No Large "J" Hook or 4' length of chain) 3,900 lbs
- 10' Lifting Chain (7,100 lbs working load)
- 2x Picket anchor stakes 4' long and 20' long
- 2x 2'' by 27'' Heavy Duty Ratchet Straps 3,300 lbs (with 3/8'' Chain)
- 3x 2'' by 27'' Medium Duty Ratchet Straps 2,000 lbs w/snap hooks
- 2x 2'' by 27'' Heavy Duty Ratchet Straps 3,300 lbs w/wire hooks

Holmatro (522)

- 4050 NCT Cutter
  - Model 4050NCT, 10,500 psi allowable Operating Pressure, 208,000 lbs Max Cutting Force, 7 18'' Opening at tips, weight: 40 lbs, temp range -4 to +176 degrees F
- 4242 UL Spreader
  - Model 4242UL, 10,500 psi Allowable Operating Pressure, 72,000 lbs max cutting force, 6'' spread
- DPU31 Hydraulic Pump
  - DPU31, Honda 3.5 hp 4 stroke engine, Two stage pump senses leaks and shuts down, capable of hot swap
- Holmatro "Core" Hydraulic lines
  - coaxial Rescue Equipment Hose, High pressure line (10,500 psi) Completely encapsulated in low pressure (363 psi) return line, 2x 32' hoses, max distance of 50' with reduced tool speed at 100' 4:1 safety factor

Amkus (522)

- AMK-21 Cutter
  - 10,500 psi operating pressure, 72,000 lbs max cutting force, 6'' spread
- AMK-30CX Spreader
  - 10,500 psi operating pressure, 16,950 lbs max spreading force, 32" max spreading distance, weight: 47.5 lbs
- AMK40R Ram
  - 10,500 psi operating pressure, 30,650 lbs extending force, 14,400 lbs pulling force, length 25.4" retracted
  - 40" extended
- X2 100' Twin Line Amkus Hydraulic lines on electric rolls

Amkus (523)

- Amkus power unit: 4HP Honda
  - Model P554-Amkus Model C, Mineral based hydraulic fluid, 2 gal reservoir, 1 1/4 lbs, roll cage, two stage high pressure system 10,500 PSI
- Gambitool: C 15
  - 15.5' spread, 13,100 lbs spread force, T opening, 57,000 lbs cutting force, 10,500 input, D-ring handled
- Ram 30R
  - 19.3' retracted, 29.1' extended, 30,650 lbs push force, 14,400 lbs pull force

Pneumatic Tools

- Air Chisel, Impact Wrench, Pneumatic Ratchet
  - Ajax tool works 90/150 psi, 1400 blows/min 120 psi average

<table>
<thead>
<tr>
<th>Lampe High Pressure Air Bags (14 psi)</th>
<th>Tons</th>
<th>Cub/ft air</th>
<th>Rise</th>
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<tr>
<td>Quantity</td>
<td>Size</td>
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<td>Quantity</td>
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<td>1</td>
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<td>8</td>
<td>26</td>
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</tbody>
</table>

21 Extrication
Compartment

DOE Outside cab Front Compartment
- XI DOO SCBA

DOE Outside cab Rear Compartment
- XI Foam fill hose
- XI Extension cord to plug truck shore line into trucks generator

DOE side First compartment:
- Pump Panel
- X2 Pre connects, 200', 1 1/8" hose lines with TFT Mid/Mid Force nozzles (Both lines are foam capable)
- X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door lock, edge, pry tool, striking tool)
- X2 LDH Spanners
- XI set of irons

DOE side Second compartment:
- XI Foam Jet /XLX tip (Foam aspirator, FoamJet ow Expansion/Expansion Mid Force Hand line) FULXHM
- XI 1 1/8 Smooth bore nozzle w/1 Y, breakaway (1 1/8: 266gpm @ 200psi)
- XI gated wye (ball valve) 2 Y to double 1 Y
- X1 1/2 Y Task Force tip Hand line adjustable pattern automatic fog nozzle (95-300gpm @ 100psi)
- X1 1 Y gate valve
- X2 mattress hooks (hay hooks)
- XI Slamesa (double 2 Y to single 2 Y)
- Xi smooth bore nozzle w/ 1 Y, 1 1/8, 1 Y, orifice (350gpm, 280gpm, 329gpm @ 80psi)
- XI garden hose (100', for decontamination operations)
- XI dual 2 Yto stortz (monitor base/Siamese)
- XI stortz to 2 Y reducer/expander
- XI Hydrantwrench
- XI malley (dead-blow)
- Smooth bore master orifices: 1/8, 1/4, 1/2", 2" + stream straightener (502gpm, 596gpm, 814gpm, 1063gpm @ 80psi)
- X2 LDH spanners
- Brassman distributor nozzle (AKA Cellar nozzle 9 holes, 480gpm @ 100psi, 13" broken stream radius, 9 orifices: measures: 3 @ 13/16" and 6 @ 1/2")
- ADAPTERS: 1Y1 cap, XIY NP (national hose to national pipe), XIY NP to NH, x1 1/2" dual male NH, x2 1Y1 dual female NH, x2 NH to NP, x1 2" smooth bore adaptor, x2 2 Y" dual male NH, x2 2 Y" dual female.
- Tool Box
- Sprinkler Kit
- Rabbit Tool (Hydra-Ram)
- 2 Scoop Shovels
- Plug & Dike
- Bucket of dry sweep w/trash bags
- Empty 6 gallon bucket
- Air Chisel, Impact wrench, Pneumatic Ratchet (Ajax tool Works 90-150 psi, 1400 blows/min. 120 psi average)
- Air Tool Kit: Hose and Regulator
- Plug Kit: Wax ring, Putty

Underneath:
- X2 tire chalks (bear traps)
DOE side Third compartment:
- X2 Rescue Saws (Stihl TS-400 Saw RPM at 5350 max, one with a steel blade the other with a Piranha Blade)
- X2 Chain Saws (Stihl MS 460, 3 in a row or 6 total, 2,500 rpm Idle speed)
- XI Acetylene Torch
- XI Chain Saw Kit
- Spare Rescue Saw Blades (6 masonry, 5 metal cutting 5400 rpm)
- Spare Bullet Chains
- Hose Roller Edge protection (Edge Pro)

DOE side middle drawer:
- X2 Push Brooms/handles
- XI96" Bolt Cutter
- XI12" Channel Lock Pliers
- XI Gib, plk axe
- XI15" Crescent (adjustable) wrench
- XI8" Vise Grip Pliers
- X4 hose strap
- XI roll duct tape
- XI Hydrant Wrench
- TFT Piercing nozzle (125 gpm @ 100 psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 1/16" thick steel plate)
- Battering Ram

Front Rear wheel compartment
- XI gas can 1 gallon (unleaded)
- X2 can 50:1 saw Pre-mix fuel
- XI funnel
- XI scoop
- XI Cooper hose Jacket (maximum operating pressure 150 psi, classified ‘tool’ by IFSTA pg 649)

Back Rear wheel compartment
- Diesel fuel fill
- Floor dry fill and dispense underneath apparatus behind rear left tire

DOE side rear compartment:

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<thead>
<tr>
<th>Lampe High Pressure Air Bags (14 psi @ long air hoses)</th>
<th>Quantity</th>
<th>Size</th>
<th>Tons</th>
<th>Cub/ft air</th>
<th>Rise</th>
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<th>Lampe Low Pressure Air Bags (14 psi @ long air hoses)</th>
<th>Quantity</th>
<th>Size</th>
<th>Tons</th>
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<td>26</td>
<td>25-35&quot;</td>
<td>High Lift #50</td>
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</table>

- XI 13' little giant ladder (11 maximum working length, 300 lbs capacity, NOT fire rated)
- 2x High Rise Bags: 3' section of lightweight 2½" hose to gated yoke to 100' lightweight 1½" hose to a Task Force Tip Mid Force automatic fog nozzle (70-200 gpm @ 100 psi with flow setting of 30 to 70 psi), XI NH to NP 1¼" adaptor, XI NP to NH 1¼" adaptor, X2 7-way spanners, XI 10" pipe wrench
- 2x 2.5' 50' lightweight hose
- Trash Hook
- **Res-Q-Jacks:**
  - 2x Space Saver Adjustable Stand (4,000 lbs @ 72°)
    - 36.5" Collapsed
    - 90° Extended
    - 2 Cam Buckle Straps 750 lbs working load
    - Weight 49.5 lbs
  - 2x Space Saver Adjustable Jacks (4,000 lbs lifting)
    - 36.5" Collapsed
    - 90° Extended
    - 12' + Jack Travel
    - 2 Cam Buckle Straps 750 lbs
    - Channel, Round Point, Chain Grab End Fitting (CRG)
    - Weight 42 lbs
  - 4x Chain and hook assembly with 4' of chain (Hooks Rated 3,900 lbs)
    - Large 5' J Hook
    - T Hook
    - Small J Hook
    - Chain Shortening
  - 6 Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)
    - Large 15' J Hook
    - Small J Hook
    - T Hook
    - Chain Shortening
  - 4x Small Clusters (No Large "J" Hook or 4' length of chain) 3,900 lbs
  - 6 Chain and hook assembly with 4' of chain (hooks rated 3,900 lbs)
    - Large 15' J Hook
    - Small J Hook
    - T Hook
    - Chain Shortening
  - 4x Chain and hook assembly with 4' of chain (Hooks Rated 3,900 lbs)
    - Large 5' J Hook
    - T Hook
    - Small J Hook
    - Chain Shortening
  - 2x Picket anchor stakes 4' long and 2' long
  - 2x 2' by 27' Heavy Duty Ratchet Straps 3,300 lbs (with 3/8" Chain)
  - 3x 2' by 27' Medium Duty Ratchet Straps 2,000 lbs w/snap hooks
  - 2x 2' by 27' Heavy Duty Ratchet Straps 3,300 lbs W/ wire hooks

**Rear End compartment:**
- 4x 15" traffic cones
- 6 monitor base with tie off strap and Safe-Tak valve (do not use at less than 35 degrees)
- 4 Sampson hose clamp (can be used w/3.5", 1.5", 2", 15030 psi flowing and 300 psi static, 2 Y1", and 3" 100-500 psi flowing and 25 psi static, double jacketed woven hose do not use on plastic or rubber coated hose, Stand upstream when clamping to apparatus and S' from coupling, always stand upside of stream while clamping)
- 6 ABC extinguisher (rated: 20-A, 10-B, & C, Ammonium phosphate base, pressurized with nitrogen to 15psi, tested to 585psi, operating pressure 200 psi)
- 6 CO2 extinguisher (rated: 10-B, & C, with 4" horn orifice, Operating temps between 40120 degrees, Pressure test to 3000psi, Operating pressure 800-900psi at 70 degrees, operate 4' from fire PASS)
- 6 Winch
- Winch kit (Containing tow strap and pulley)
- 4x 15" traffic cones
- 2x 7way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door wedge, pry tool, striking tool)
- 2x 7way spanners
- 2x 12" cap
- XI 2.5" double female adaptor (NH)
- XI 2 Y,*double male adaptor (NH)

**Officer side rear compartment:**

**Top Shelf:**
- XI Amkus Model 30CX Spreader (10,500 psi operating pressure, 16,950 lbs max spreading force, 32" max spreading distance, weight: 47.5 lbs)
- XI Amkus Model 21 Cutter 10,500 psi operating pressure, 72,000 lbs max cutting force, 6" spread
- XI Amkus Model 40R Ram 110,500 psi operating pressure, 30,650 lbs extending force, 14,400 lbs pulling force, length 25.4" retracted 40" extended
- XI Holmatro Core Hydraulic Lines (32' long)
- Holmatro Spreader (Model 4242-UL, 10,600 psi Allowable Operating Pressure, 9,595 lbs Max and 8,800 lbs min-Spreading force measured at the back of 16', 11,200 lbs max and 6,225 lbs Min pulling force, 27 max spreading distance, weight: 30 lbs, temp range -4 to +176 degrees F)
- Holmatro Cutter (Model 4050-NCT, 10,500 psi Allowable Operating Pressure, 208,000 lbs Max Cutting Force, 7 98° Opening at tips, weight: 40 lbs, temp range -4 to +176 degrees F)

**Bottom Shelf:**
- Holmatro Hydraulic Pump (DPU31, 3.5 hp, 4 stroke, TVD stage senses leaks and shuts down, capable of hot swap)
- Step Chalks
- Box of Cribbing (Various sizes)

**Officer side third compartment:**
- Carry-all
- Tarps
- Floor runners
- Savage covers
- Hazmat bags

**RIT Bag:**
- XI 122 minute SCBA bottle (87 cubic ft of air at 4500ps)
- Rit Bag Containing:
  - XI MMR
  - XI SCBA Mask
  - XI pair of trauma shears
  - XI utility knife
  - XI pair channel lock pliers
  - XI pail tin snips
  - XI heavy tow/haul strap 151', 12,000 lbs
  - XI aluminum carabiners
  - XI rope bag (150' 6mm kern mantle rope)

**Officer side middle drawer:**
- XI Kool
- XI 4' pike pole with d handle
- XI panic door unlock tool
- XI 36" bolt cutters (maximum cutting capacity of 7/16 hard metals and 9/16 soft metals, 1' with replaceable cutting heads)
- XI 121b Sledge hammer
- XI 33" pipe wrench
- XI 81b pick head axe
- XI 1/2 Flathead axe
- XI utility knives
- XI Pry bar
- XI Crow bar

**Wheel compartments front and back:**
- X6 air cylinders (30 min, bottles each holding 45 cuft air)

**Officer second compartment:**

**Top Shelf:**
- X2 SOOw Portable scene lights
- X250' extension cords
- Pig tails/adapters

**Middle Shelf:**
- XI Dewalt Battery charger and spare battery
- Dremel tool
- XI 110V Reciprocating saw
- XI hard case containing two Reciprocating saw blade pouches, drill bits.
- Milwaukee Reciprocating Saw

**DeWalt Cordless Tools**
- XI Drill
- XI Grinder
- X2 Reciprocating Saws
- XI Flashlight
- XI Circular Saw

**Bottom Shelf:**
- XI PPV Gas Fan (SuperVac Model 718g4-h, 7 bladed 4' airfoil propeller, 4 cycle 65 horsepower engine, rated at 15,590 cfm, 3535rpm, approx: 82lbs, 94 decibels at 7 meters, 10 minute runtime) 18 degree optimum operating angle @ 8'
- XI PPV Electric Fan (SuperVac 14,600 cfm)

**Officers side front compartment:**
- Pump Panel 5' Intake, 3' Discharge, 2 IT' Discharge
- Mounted cord reel 200' with Junction Box
- X2 Pre connects, 200', 1 ½ hose lines with TFT Mid-Force nozzles (Both lines are foam capable)
- XI 2 ½ gallon water/microblaze mix extinguisher (rated: 2A)
- XI 6' D-handled, fiberglass shaft, drywall hooks (AKA Cat's paw or plaster hook)
- X2 7 way spanners (couple hose, uncouple hose, nail puller, gas shutoff, door wedge, pry tool, striking tool)
- X2 20' LDH Spanners
- XI set of Irons

**Officer side rear cab compartment:**
- Tool Bag

**Officer side front cab compartment:**
- Officer Air Pak

**Up Top "Coffin" Compartment**
- X2 6', 8', 10' fiberglass handled pike poles
- Stokes Basket
- Stokes Basket rigging kit
- Back Board
- Tri-pod
- Water-vac with hoses
- X2 spade shovel
- X2 Square point shovel
- 5 gallon bucket of Absorbent
- 5 gallon bucket rehab mistert fan
- Pop up shade tent
UP Top Small Compartment
- Sump-pump (Positive displacement pump uses a geared mechanism for water movement, cannot plug discharge hose while operating, 120 gal. per hr, 10' max height)
- 50' section of 1% for sump-pump
- Visqueen

Ladder Rack
- XI 3S' 3 section ladder
- XI 14' roof ladder
- XI 10' folding attic ladder
- XI 10', 8', 6' fiberglass handled pike pole

Hose Rack
- 1,000' of 8" LOH
- 200' of lightweight 2 1/2" preconnected triple stack load with attached 7 way bale adjustable pattern automatic fog nozzle (50-350gpm @ 100psf)
- 800' of lightweight 2 1/2" hose.

Pre-connects
- XI 200', 1 1/2" hose lines with TFT Mid Force nozzles (Both lines are foam capable)

Inside Cab

Roll-up cabinet: In F Farea
- XI AC Hotstick (9 settings: high/lo+y) sensitivity & front focused, AC Frequencies of 20 -100 Hz, intrinsically safe PVC housing theoretically able to withstand a 50,000 volt shock)
- XI 2 signal sticks (one red, one yeHov.J
- XI SCBA Mask bag with 3 smoke detectors and a spare 9 volt battery
- Heat Gun/Electrical sensor
- XI Thermal Imaging Camera (TIC: SCOTT Eagle Imager 160, 4.2 lbs, 4" LCD screen, three mode 'twist change': hands free, hands on, and crawl, 1000 degree dynamic range, Made of HHRP, 'heat & hit resistant polymer, 'twist change' battery approx. 4 hr service life)
- TIF Combustible Gas Detector (Visual and Audible indicators, variable sensitivity as low as S ppm (gasoline), 30 second warm up time, instantaneous response time. Approx. 4 hour run-time battery life, 6" probe, 16 oz weight, operating temp range 32-125 degrees F, 4.8v rechargeable Ni-Cad batteries)
- Q-ray 4 gas monitor (with battery charger)

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<tr>
<th>Gas</th>
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- Digital Camera
- N95 masks
- Chempro Chemical detector
- TIC battery charging station with spare TIC battery

Netted Storages Area
Top Shelf
- AED with adult and Peds pads
- XI spare 02 cylinder
- XI spare c-collar
- Air Splints
- C-Collar Bag (four adult collars, four ped collars, Trauma shears, 2' medical tape, set of head blocks)
- Orange Med kit

**Bottom Shelf**
- O2/airway kit
- Rope bag with 150' Kern Mantle Static life safety rope Y1'' diameter 3:1

**Apparatus specifications**
- Crimson engine/Spartan Chassis
- 600gpm Waterous pump (6 large diameter discharges at 250gpm)
- 500 gallon water tank
- X2 20 gallon foam tanks (X1 US foam class A/B, X1 Microblaze)
- Apparatus length'
Hammer 22 Inventory-

**Left Front:**
- Misc. Light Rubber Overbooties
- Green Chemical Resistant Boots
- Cotton Long Underwear
- Neoprene Overgloves
- Nitrile & Latex Undergloves
- 8 x Level A Suits
- 11 x Level B Suits
- Level C Suits
- Nomex Coverall's
- Terry Rags
- Chem Tape
- Various Helmets

**Center Compartment:** (Over the wheel, can be accessed from either side)
- Awning Rod
- 3 x D-Handled Flat Head Shovels
- 1 x Grain Scoop
- Long Handled Spade Head Shovel
- Push Broom
- 3M Surgical Masks
- APR Respirator
- Decou Shelter (1)
- Decou Shower (2)
- Portable Heater (Salamander)
- Level C
- 8 x Plastic Stools
- Scott Air Purifying Filters
- 10 x Meth-Lab Filters
- Scott Mask Adapters
- Scott Mask Radios
- Scott SCBA Masks
- Air Pump (2)
- Chem. Class Test Kit
- Containment Pools
- Radiation Detection Kit
- Drum Pump
- Haz Cat Test Kit (1)
- Mercury Test Kit (1)
- Plastic Sheeting
- Camera + Tripod
- Reference Box (Books)
- Drager Gas Detector
- Various Hand Tools
- Medical Kit

**Left Rear:**
- 250 lbs. Absorbent (Kitty Litter)
- 4 x hr Scott SCBA's
- Large Non-Sparking Hand Tools (Sledge/Axe/Pipe Wrench/Adjustable Crescent)

**Right Front:**
- Misc. Buckets
- Decon Solutions (Soaps etc.)
- File Cabinet
- Rehab. Water
- 2 x Handlights
- Tool Box w/Handtools
- 100' Garden Hose
- Laptop
- Decon Manifold + Nozzles
- Medical Assessment Gear (Scales etc.)
- Privacy Gowns
- Misc. Personal Privacy Gear
- Plastic/Bags
- RAE PID Tester
- 2 x Utility Rope
- 6 x Scrub Brushes
- Tools
- 2 x Weed Sprayers

**Right Rear:**
- Overpack Drums
- Electrical Cord Reel
- Hot Water Heater
- Misc. Patching Material
- Submersible Pump
- 9 x Traffic Cones
- Portable Halogen Lights

**Dunnage:**
- Kerosene
- Sea Sweep
- Absorbent Pellets
- Absorbent Booms
- 4 x Dome Clamps
- 2 x Drum/Tank Patch
- 3 x Plastic Tarps
- Outer Proximity Suits
- PVC Pipe
- Spare Propane Bottle
Misc.:

-2 x 4hr SCBA Bottles on Each Side
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<tr>
<th>CELL PHONE</th>
<th>DEVICE</th>
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Squirt 23 (#6490)
Station 23: Acoma Station
4830 S. Acoma
Office: 3/762-2482

DOE Side
Front Upper compartment:
- DOE headset, 2- guide flashlights, 2 helmets (Rear tail board left side)
- Airpack with cylinder
- 6 lb. flat head axe
- Halligan tool
- 10 lb. sledge hammer
- Personal rope bag (approx. 60' of 7mm static kern mantel rope)
- "Yak Trax" shoe chains
- Spare mask (AV3000)
- Red Tool box
- Duct tape
- Lock out/ tag out kit
- K-tool unlock kit
- Can of dry lube
- David Clark headset connection
- K-12 Stihl TS-400 1xMetal and 2xMasonry Blades 5400 RPM (RR upper compartment)

Front Lower Compartment:
- Dead blow shot mallet (On the door)
- 2-7 way spanners (On the door)
- 1- multi-use hydrant wrench (On the door)
- 1- 18" Steel Pipe wrench (On the door)
- 1- 2½" gate valve
- 1- 19¼ " long 2½" stinger section of hose (upper hose bed)
- 3- 5" storz to 2¾" female reducer (2-flat, 1 with elbow)
- 1- Foam jet nozzle (FJ=Foam Jet, LX=Low Expansion, HM=Mid Force Hand Line)
- 1- 2½" to 2¾" Siamese
- 2- 2½" to 1¼" gated wyes
- 1- Breakfast Distributor Nozzle (aka cellar nozzle, 9 holes 6 @13/16", 3 @ ¾", 480 gpm @ 100 psi, 18' broken stream radius)
- 2 ½" to 1 ½" reducer National Hose thread
- 1- 1½" National Hose thread Double Male
- 1- 1¾" National Hose thread Double Female
- 2- 1¾" National Pipe Female thread to National Hose Male thread
- 2-1½" National Hose Female thread to National Pipe Male thread
- 2 ½" TFT 7 position ball valve bale, smooth bore handline, at 50 psi
  - 1" tip (210 gpm)
  - 1 1/8" (266 gpm)
  - 1 ¾" (328 gpm)
- 2 ½" TFT 7 position ball valve bale, smooth bore, with 1 1/8" tip (266 gpm)
- 1 ½" (for 1 ¼" hand lines) TFT 7 position slider valve bale, combination nozzle, straight stream and fog stream @ 100 psi, standard pressure @ 70-200 gpm, Low pressure @ 30-70 gpm
- 2 ¾" TFT 7 position ball valve combination nozzle, straight stream and fog stream @ 100 psi, 50-350 gpm
- 1- 5" hydrant cap
- 4- 2 ½" double males
- 4- 2 ½" double females
- 1- 2 ½" to garden hose reducer

1 / 5 - 23
• 50' section of cotton jacketed garden hose
• 2-7 way spanners
• 2-LDH spanners / large multi use spanners
• 2 ¾" Master Stream Smooth Bore tips 80 PSI
  • 1 3/8" (502 gpm)
  • 1 ⅛" (598 gpm)
  • 1 ⅜" (814 gpm)
  • 2" (1063 gpm)
• 3-1 ½" rubber gaskets
• 5-2 ⅜" rubber gaskets
• 3 hose straps
• Circuit panel for mounted lights and outlets (on wall)
• Spare key in "hide-a-key'' box (on wall)

Upper Middle:
• Rt Bag (utility knife, trauma sheers, 145' of 6mm static kern mantel rope, yellow rescue strap, 8" channel lock pliers, tin sheers, 5' orange loop webbing, mask with MMR, double male air adapter, 5 1/2' UAC connection, 60 minute carbon wrapped air bottle=87 cubic feet of air, 3 carabineers 4500 lb max.)
• 162' long 1/2" diameter lifeline with Z-rig setup

Black bag of webbing
• 2-20' (yellow) lengths of tubular webbing
• 4-15' (blue) lengths of tubular webbing
• 3-5' (green) lengths of tubular webbing
• 1 yellow anchor strap (9'-8,000 lb max) with d-rings
• 1 blue bungee web
• 1-6' flat webbing strap with hooks and tensionor

Black mesh bag of prusik and carabiners
• 5-' 8" plate 3-20' yellow
• 6-2' prusik loops 5-15' black
• 2 small rescue pulleys (blue and purple) 1-5' green
• 1 large prusik minding pulley (red) 2-15' 2" black
• 7- Carabiners (4100 kg max) 6-10' red
• Grey webbing bag
• 2-5' green webbing
• 3-10' red webbing
• 6-15' blue webbing
• 4-20' yellow webbing
• 3-10' XL anchor straps

Orange bag of prusiks and carabiners
• 18- 2' prusik loops (5 orange, 5 purple, 7 green)
• 3- "8" plates
• 2 red prusik minding pulleys
• 2 small rescue pulleys (blue and purple)
• 21 carabiners (2-4,100 KG, 1-9,000 lb, 2-46 KN, 7-72 KN, 2 not marked)
• 2 red rope rollers with 2 carabiners (linked together)

Large Black "SCOTT" bag
• 4 green level B hazmat suits
• Chem tape
• 4 blue barrier jumpsuits
• 4 SCOTT air purifying cartridges
• green nitrile gloves
• brown containment bags
• 3 tubes of repair putty epoxy
• 4 pair of yellow splash protection booties
• Roll of black trash bags

Lower Rear:
• PPV/PPA (Fan Honda 5.5 hp, 4 stroke, PPV/PPA Fan, 7 bladed 18" airfoil propeller, 14,800 cfm, Model #71864H, 18 degree optimum operating angle @ 6', 10-15 psi tires)
• Pre-mix fuel cans (50:1 mix for saws)
• Red fuel can (gas for 4 stroke engines)
• Bar oil (upper compartment)
• Funnel (upper compartment)
• White rags (upper compartment)
• 4 yellow door chocks on fan

Upper Rear:
• Chain saw with Carbide tipped chain (Stihl MS 460, 3 in a row or 6 total, 2,500 rpm idle speed)
• Rotary saw with steel blade (Stihl TS 400, 5350 RPM, auto tensionor Inboard/outboard blade position)
• Coffee can full of plug and dyke (right rear upper compartment)
• 2 extendable broom handles
• TFT Piercing nozzle (7 position ball valve, 125gpm @ 100psi, Maximum operating pressure of 200 psi, capable of penetrating one layer cinderblock, two layers brick, 3/4" plywood or 1/16" thick steel plate)
• 1 black bag with 2 part putty, bees wax, various diameter wooden plugs (right rear upper compartment)
• 2 rolls of yellow "fire line tape"
• 4 broom heads
• Stihl saw wrench/ flat head screw driver
• 2 - 4' shovels (1 flat, 1 spade tip)
• Roll of red "DANGER" barrier tape
• 1 spare bullet chain in box
• 1 yellow tub of gojo hand cleaner
• black trash bags
• duct tape
• Chem Tape

Officer’s side:
Rear top compartment:
• 5x5 carry all 4 handle
• 11x16 salvage cover
• 5x18 Floor Runner
• 10 x 24 blue tarp
• 10 x 25 visqueen ( plastic sheet)
• 100' extension cord
• 2 - 25' extension cords
• 500 watt portable lights x2
• junction boxes
• 24"/36" bolt cutters
• Sampson hose clamp (up to 2" hose to 150-300 psi flowing, 200psi non-flowing. Up to 3" 100-500 psi flowing, 125 non flowing)
• Cooper hose jacket (max operating pressure 150psi)
• Box with drill bits, paddle bits, screw driver tips
• 2- hay/mattress hooks
• Dewalt 20 volt , 2 speed, 18 setting, cordless Dewalt drill
• Drill Bits
• Dewalt 28 volt single speed recip saw (DC315)
• Husky socket set (upper left engineer compartment)
- 4' fiberglass d-handled pike pole
- 100' cord reel
- Hose roller w/ tie off rope
- Ice Melt

**Rear bottom compartment:**
- 2.5 gallon water extinguisher 100 PSI 2A, B
- Hydrant bag: store with threaded 5", Denver threaded 5", hydrant wrench, 14" bolt cutters, 2.5" NH double male/ double female, 2.5" hydrant cap, 2.5" discharge intake cap, 2 LDH spanners, 2-7 way spanners,
- 50' 2.5" to go with high rise pack
- High rise pack: 3' section of light weight 2 X" hose to gated wye to 100' light weight 1 X" hose to a Task Force Tip Mid Force automatic fog nozzle (70-200 gpm @ 100 psi w/low flow setting of 30 to 70psi), X1 NH to NP 1 3/4" adaptor, X1 NP to NH 1 1/2" adaptor, X2 7 way spanners, X1 10" pipe wrench
- Dry Sweep/Trash Bags

**Forward bottom compartment**
- Amkus power unit: 4HP Honda (Model P554-Amkus Model C, Mineral based hydraulic fluid, 2 gal reservoir, 114 lbs, roll cage, two stage high pressure system 10,500 PSI)
- Ram 30R (19.3" retracted, 29.1" extended, 30,650lbs push force, 14,400lbs pull force)
- rocker channel cover for ram use

**Forward top compartment**
- 1-K-tool (upper engineers compartment left)
- 1-pry axe
- Irons
- Pick- head axe
- Officers SCBA
- Combi tool: C 15 (15.5" spread, 13,100 lbs spread force, 7" opening, 57,000 lbs cutting force, 10,500 input, D-ring handled)

**Rear of Squirt**
- Right side: 10:BC Carbon dioxide extinguisher
  - Class III Harnesses x5
  - 3- Ladder Belts
- Left side: A 80: BC dry chem. Extinguisher
  - Tech rescue helmets x2
  - Light sticks x2
- 5-traffic cones
- David Clark headset connection

**Top of Squirt**
- 24' Extension Ladder
- 14' Roof Ladder
- 10' Attic Ladder
- 10' Pike Pole
- 5' Plaster Hook
- Cribbing
- High rise pack with carabineer for ladder tip attachment
- 2.5" pony section
- 5" pony section
- 10K onan generator
**Cab:**
- X1 FLIR-TIC w/ extra battery
- Q-ray 4 gas monitor (with battery charger)

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- TIF Combustible Gas Detector (Visual and Audible indicators, variable sensitivity as low as 5ppm (gasoline), 30 second warm up time, instantaneous response-time, Approx. 4 hour run-time battery life, 15" probe, 16 oz weight, operating temp range 32-125 degrees F, 4.8v rechargeable Ni-Cad batteries)
- Orange Med Kit
- Airway Bag
- AED
- Intubation Kit
- Pub Ed kit
- Backboard
- C-Collar
- X1 AC Hotstick (3 settings: high/low sensitivity & front focused. AC Frequencies of 20 – 100 Hz, intrinsically safe PVC housing theoretically able to withstand a 50,000 volt shock)
- Spare O2 Bottle
- N-95 Respirators
- Radiac Plus

**Squirt Specs**

**Aerial General:**
- Vertical Reach 65' @ 75 degrees (recommended) capable of 85 degrees
- Horizontal 60' up to -9 degrees below grade
- Rotation 360 degrees continuous, Shear ball bearing 33’ turn-table
- Weight capacity 500 lbs at above 45 degrees, 250 lbs at below 45 degrees

**Nozzle General:**
- Flow capacity 300 to 1000 GPM @ 85 to 100psi
- Vertical travel 200 degrees
- Horizontal travel 180 degrees

**Hose:**
- 800' of 5" supply line
- 1200' of 2.5" accordion loaded
- 200' of 2.5" triple load with 2.5" fog nozzle 50-350gpm at 100 psi
- 200' of 1.75" cross-lay 1 foam capable
- 200' of 1.75" cross-lay 2
- 100' bumper line foam capable
Exhibit D-1
Jefferson Fire Station
555 W. Jefferson Ave.
City of Englewood

Englewood Fire Department Parking

Jefferson Station Parking Stall Count
South - 20 [Fig 2] (2-Handicap)

1 inch = 25 feet

“The accuracy of the data within this map is not to be taken/used as data produced by a Registered Professional Land Surveyor for the State of Colorado. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on the ground survey and represents only the approximate relative location of property boundaries.”
Exhibit D-3
Acoma Fire Station
4830 S. Acoma St.
The accuracy of the data within this map is not to be taken/used as data produced by a Registered Professional Land Surveyor for the State of Colorado. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on the ground survey and represents only the approximate relative location of property boundaries.
<table>
<thead>
<tr>
<th>Starting Yr/Mo</th>
<th>Ending Yr/Mo</th>
<th>Monthly Amount</th>
<th>Annualized</th>
<th>Starting &amp; Annual $ Increase</th>
<th>Annual % Increase</th>
</tr>
</thead>
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<tr>
<td>Jun-15</td>
<td>Dec-15</td>
<td>$441,667</td>
<td>$3,091,667</td>
<td>$5,300,000</td>
<td>2%</td>
</tr>
<tr>
<td>Jan-16</td>
<td>Dec-16</td>
<td>$450,500</td>
<td>$5,406,000</td>
<td>$106,000</td>
<td>3%</td>
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<td>Jan-17</td>
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<td>$464,015</td>
<td>$5,568,180</td>
<td>$162,180</td>
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</tr>
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<td>Jan-18</td>
<td>Dec-18</td>
<td>$477,935</td>
<td>$5,735,225</td>
<td>$167,045</td>
<td>3%</td>
</tr>
<tr>
<td>Jan-19</td>
<td>Dec-19</td>
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<td>$5,907,282</td>
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<td>3%</td>
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<tr>
<td><strong>Jan-20</strong></td>
<td><strong>Dec-20</strong></td>
<td><strong>$507,042</strong></td>
<td><strong>$6,084,501</strong></td>
<td><strong>$177,218</strong></td>
<td><strong>3%</strong></td>
</tr>
<tr>
<td>Jan-21</td>
<td>Dec-21</td>
<td>$522,253</td>
<td>$6,267,036</td>
<td>$182,535</td>
<td>3%</td>
</tr>
<tr>
<td>Jan-22</td>
<td>Dec-22</td>
<td>$537,921</td>
<td>$6,455,047</td>
<td>$188,011</td>
<td>3%</td>
</tr>
<tr>
<td>Jan-23</td>
<td>Dec-23</td>
<td>$554,058</td>
<td>$6,648,698</td>
<td>$193,651</td>
<td>3%</td>
</tr>
<tr>
<td>Jan-24</td>
<td>Dec-24</td>
<td>$570,680</td>
<td>$6,848,159</td>
<td>$199,461</td>
<td>3%</td>
</tr>
<tr>
<td><strong>Jan-25</strong></td>
<td><strong>Dec-25</strong></td>
<td><strong>$587,800</strong></td>
<td><strong>$7,053,604</strong></td>
<td><strong>$205,445</strong></td>
<td><strong>3%</strong></td>
</tr>
<tr>
<td>Jan-26</td>
<td>Dec-26</td>
<td>$605,434</td>
<td>$7,265,212</td>
<td>$211,608</td>
<td>3%</td>
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<tr>
<td>Jan-27</td>
<td>Dec-27</td>
<td>$623,597</td>
<td>$7,483,168</td>
<td>$217,956</td>
<td>3%</td>
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<tr>
<td>Jan-28</td>
<td>Dec-28</td>
<td>$642,305</td>
<td>$7,707,663</td>
<td>$224,495</td>
<td>3%</td>
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<tr>
<td>Jan-29</td>
<td>Dec-29</td>
<td>$661,574</td>
<td>$7,938,893</td>
<td>$231,230</td>
<td>3%</td>
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<tr>
<td><strong>Jan-30</strong></td>
<td><strong>Dec-30</strong></td>
<td><strong>$681,422</strong></td>
<td><strong>$8,177,060</strong></td>
<td><strong>$238,167</strong></td>
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<tr>
<td>Jan-31</td>
<td>Dec-31</td>
<td>$701,864</td>
<td>$8,422,372</td>
<td>$245,312</td>
<td>3%</td>
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<tr>
<td>Jan-32</td>
<td>Dec-32</td>
<td>$722,920</td>
<td>$8,675,043</td>
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<td>3%</td>
</tr>
<tr>
<td>Jan-33</td>
<td>Dec-33</td>
<td>$744,608</td>
<td>$8,935,294</td>
<td>$260,251</td>
<td>3%</td>
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<tr>
<td>Jan-34</td>
<td>Dec-34</td>
<td>$766,946</td>
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<td>$268,059</td>
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</tr>
<tr>
<td><strong>Jan-35</strong></td>
<td><strong>Dec-35</strong></td>
<td><strong>$789,954</strong></td>
<td><strong>$9,479,454</strong></td>
<td><strong>$276,101</strong></td>
<td><strong>3%</strong></td>
</tr>
</tbody>
</table>
COUNCIL COMMUNICATION

Date: May 4, 2015
Agenda Item: 11 a iii
Subject: Revision of Englewood Municipal Code 2000 to Coordinate with the City’s Contract with Denver for Fire and Ambulance Services

Initiated By: City Attorney’s Office
Staff Source: Daniel Brotzman, City Attorney

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council tentatively approved the pending contract with the City of Denver Fire Department to provide Fire and Ambulance Services for the City of Englewood, on April 6, 2015. In so doing Council expressly stated its intention that current Englewood Municipal Code (EMC) should be modified accordingly.

RECOMMENDED ACTION

Staff seeks Council approval of a bill for an ordinance amending sections of the Englewood Municipal Code 2000 in order to address and set forth terms of the proposed contract between Denver and the City of Englewood.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The proposed contract with Denver Fire sets up certain conflicts within the EMC that need to be addressed. The amendments are designed to clarify the duties of Englewood personnel and departments regarding building and safety reviews, controlling an active fire scene, emergency medical transport fees, application of the City’s fire code to residences and other structures, either existing or planned, the duties of the City’s Fire Marshal, appointment of Deputy Fire Marshals, fire investigations, and issuance of operational permits,

FINANCIAL IMPACT

No financial impact to the City is contemplated.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance
A BILL FOR

AN ORDINANCE TO REVISE THE ENGLEWOOD MUNICIPAL CODE 2000 TO COORDINATE WITH CITY COUNCIL'S DECISION TO CONTRACT WITH DENVER FOR FIRE AND AMBULANCE SERVICES IN THE CITY OF ENGLEWOOD, COLORADO

WHEREAS, the Englewood Home Rule Charter Section 119 sets forth “Council shall provide, by ordinance, Fire, Police and Health services for the preservation of public property, health, peace and safety, including the prevention of crime, the apprehension of criminals, the protection of property and the rights of persons, the enforcement of laws of the State and the ordinances of the City, and such other functions as Council and the City Manager may prescribe.”; and

WHEREAS, the Englewood Municipal Code Title 1-6D-1 sets forth the General Responsibilities of the Fire Department; and

WHEREAS, the Englewood Municipal Code Title 1, Chapter 6, Section 2, of the Departmental Organization; and

WHEREAS, the Englewood Municipal Code Title 7-7 provides for Public Aid, Mutual and Emergency Response; and

WHEREAS, the Englewood Municipal Code Title 8, Chapter 2E, Section 2, of the Fire Code; and

WHEREAS, the Englewood Municipal Code Title 5, Chapter 10, Section 4C, of the Sanitation and Fire Provisions.

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 authorizes amending Title 1, Chapter 6D, Section 1, entitled General Responsibilities of the Englewood Municipal Code 2000, to read as follows:

1-6D-1: GENERAL RESPONSIBILITIES.

The Fire Department shall oversee all fire-related functions including suppression, prevention, administration, rescue and ambulance services, enforcement of regulatory provisions, formulate and control a hazardous materials community response plan and training. The Fire Department shall also oversee all functions of the Building and Safety Division.
Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 1, Chapter 6, Section 2, entitled Departmental Organization of the Englewood Municipal Code 2000, to read as follows:

1-6-2: Departmental Organization:

A. The departmental organization of the City shall be divided under the City Manager into the following departments:

   Community Development
   Finance and Administration Services
   Fire Department
   Human Resources
   Information Technology
   Library Services
   Parks and Recreation
   Police Department
   Public Works
   Utilities

B. Reference to a department director in this Code by any title other than set forth in this Section shall be construed to refer to the department director as set forth herein.

C. The City Manager may, on a temporary basis, reassign duties and responsibilities to departments in the best interests of the City.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 7, Chapter 7, Section 1, entitled Public Aid, Mutual Aid and Emergency Response of the Englewood Municipal Code 2000, to read as follows:

7-7: PUBLIC AID, MUTUAL AID AND EMERGENCY RESPONSE.

7-7-1: Duty of Citizens to Aid.

It shall be the duty of all persons, when called upon by any police officer, to promptly aid and assist such police officer in the discharge of his duties, and any person who shall fail to render such aid and assistance shall be guilty of a violation of this Code.

7-7-2: Destruction of Property.

When a fire is in progress, the City Manager, or in his absence the highest ranking paid officer of any Fire Department in attendance, may order any building or buildings, fences or other
structures that are in close proximity to such fire to be torn down, blown up or otherwise
disposed of, if he deems it necessary for the purpose of controlling the progress or preventing the
spread of such fire.

7-7-3: Mutual Aid and Automatic Aid Agreements.

The City Council may enter into agreements with other cities, towns, fire protection districts,
corporations, or incorporated areas, relating to the mutual and/or automatic exchange of
assistance in fighting fires, but the City shall not answer any call which is outside of the City
boundary unless such fire is one which is covered by such an agreement for mutual and/or
automatic assistance.

7-7-4: Emergency Response Authority.

A. The Emergency Response Authority for the City shall be the City Manager or designee
who shall exercise continuing supervisory authority for the cleanup and removal of the
hazardous substance involved in a hazardous substance incident.

B. The City is hereby authorized to claim reimbursement from the parties or person
responsible for a hazardous substance incident for the reasonable and documented costs
resulting from action taken to remove, contain, or otherwise mitigate the effects of such
incident not including costs necessary to extinguish a fire.

7-7-5: Establishment of Motor Vehicle Routes.

For vehicles transporting explosives, blasting agents, hazardous chemicals or other dangerous
articles, the routes for vehicles transporting explosives, blasting agents, dangerous chemicals or
other dangerous articles are hereby established as follows:

Santa Fe Drive

U.S. Highway 285, exclusively between the hours commencing at 10:00 P.M. and ending
at 6:00 A.M.

All operators of vehicles transporting explosives, blasting agents, hazardous/dangerous
chemicals or other hazardous/dangerous articles on a route other than as set forth in this Section
shall have documentation in their possession showing the point of origin and destination of the
vehicle and its contents in sufficient detail to justify the use of a route other than as set forth in
this Section. It is a violation of this Section to fail to produce such documentation to an officer of
Englewood and it shall also be a violation to be on a route other than as set forth herein without
said documentation.

7-7-6: Establishment of Fire Lanes.

A. Fire lanes shall be established on private property devoted to public use where the parking
of motor vehicles or other obstructions may interfere with the ingress and egress of fire
vehicles for the protection of persons and property, such as, but not limited to, shopping
centers, bowling establishments, theaters, hospitals, schools, churches and other similar
location where firefighting apparatus and equipment cannot be used effectively from
public access ways.
B. The City Manager or designee shall establish said fire lanes on premises heretofore set out by filing a plat of said private premises in the City, specifically designating thereon the width and route of such fire lanes as shall be essential for the necessary ingress, egress and movement of fire equipment and apparatus within and upon said private premises.

C. Upon filing the approval plat designating the necessary fire lanes and widths thereon with the City, as provided herein, the City Manager or designee shall forthwith deliver a copy of the same to the owner, operator, tenant or lessee in possession of said private property with written notice, and order to proceed to make and post said fire lanes in conformance with the Manual and Specifications of the State Department of Highways. Within forty-five (45) days after notice, or such additional time as not to exceed forty-five (45) additional days, the owner, operator, tenant or lessee in possession shall complete the necessary marking and signing as required herein.

D. Failure of the owner, operator, tenant or lessee in possession to comply with the requirement as set out in subsection C hereof shall be considered to be a violation of this Code and may subject the owner, operator, tenant or lessee in possession to the penalties prescribed in the Englewood Municipal Code.

E. The owner, operator, tenant or lessee in possession may appeal the order of the City Manager as provided in this Article.

F. Appeals. When it is claimed that the provisions of this Article do not apply in the manner in which the City Manager determines, or when it is claimed that the true intent and meaning of this Article have been misconstrued or wrongly interpreted by the City Manager, any owner of property aggrieved thereby may appeal from the decision of the City Manager or designee to the Englewood Board of Adjustment and Appeals within thirty (30) days from the date of the decision appealed, which Board shall review the decision of the City Manager and render a final and binding decision thereupon. In considering such appeals, the Englewood Board of Adjustment and Appeals shall have the powers granted to the City Manager by this Article.

7-7-7: Emergency Medical Transport Fees.

A. A fee shall be charged for any person transported by the Englewood Fire Division. The fee established shall be the usual and customary charge for such service in this community.

B. "Transport" shall mean the actual physical transport from one place in or near the City to another place by the use of transport equipment of the City of Englewood.

C. The City Manager shall cause to have promulgated in writing reasonable billing and collection procedures.

D. An ambulance billing review panel, consisting of members of the community and City staff, shall be established by the City Manager to hear appeals and protests, and to make adjustments to transport fee billings when deemed reasonable and appropriate. Unless otherwise determined, failure to pay the fee established shall constitute a violation of this Section.

E. The effective date for implementation of this Section will be January 1, 1995.
7-7-8: Vehicle Identification Fees.

A. A fee shall be charged by the City for the service of conducting certified and noncertified inspections of vehicle identification numbers. The fee shall be set by Council resolution.

B. The Police Department shall establish a policy for checking vehicle identification numbers.

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 8, Chapter 2E, Section 2, entitled Fire Code of the Englewood Municipal Code 2000, to read as follows:

8-2E-1: Code Adopted.

There is hereby adopted, by reference thereto, the International Fire Code 2012 Edition, in its entirety including errata updates, published as part of the Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to the exceptions, modifications and amendments set forth in Section 8-2E-2 of this Article. The City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

8-2E-2: Specific Modifications to Adopted Code.

The following specific changes, modifications and amendments are hereby made in the provisions of the International Fire Code 2012, hereinafter adopted:

A. CHAPTER 1 - ADMINISTRATION.

1. 101.1 Title. (Amended to read as follows)
   These regulations shall be known as the Fire Code of the City of Englewood, hereinafter referred to as "this Code".

2. Section 102. Applicability. (Amended by the addition of a new subsection to read as follows)
   102.2 Application of Residential Code.
   Where structures are designed and constructed in accordance with the International Residential Code, the provisions of this Code shall apply as follows:

   a. Construction and design provisions: Provisions of this Fire Code pertaining to the exterior of the structure shall apply; including, but not limited to, premises identification, fire apparatus access, and water supplies. Construction permits required by Section 105.7 of this Code shall apply for systems and equipment utilized in the interior or exterior of the structure shall also apply.

   b. Administrative, operational and maintenance provisions: All such provisions of this Code shall apply.
References in this Fire Code to Group R-3 or U occupancies or one-family and two-family dwellings and townhouses shall apply to structures under the scope of the International Residential Code except as limited by this Section.

3. **103.3 Assistant Deputy Fire Marshals.** *(Amend to read as follows)*
   In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the fire code official City Manager shall have the authority to appoint an assistant fire code official deputy fire marshals, other related technical officers, inspectors and other employees.

4. **104.6 Official Records.** *(Amended to read as follows)*
   The fire code official Fire Marshal shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

5. **104.10 Fire Investigations.** *(Amended to read as follows)*
   Denver Fire shall perform all cause and origin investigations in Englewood, consistent with its investigative practices and procedures within Denver. Englewood Police will facilitate any discussions necessary with officials from Arapahoe County and the 18th Judicial District, and with the department of Human Services and the Juvenile Court system to allow Denver to do arson investigations involving or resulting from the commission of a criminal act in Englewood during the period of this Agreement. Denver Fire will work in conjunction with Englewood Police in all investigations that are suspected to be criminal in nature. Englewood Police will be responsible for all criminal processes resulting from Denver Fire investigation activities, and will assist Denver Fire in its investigative activities as may be requested by Denver Fire.

6. **105.1 General.** The Fire Marshal shall implement, administrator and enforce the provisions of this Code.

7. **105.6 Required Operational Permits.** *(Delete Subsections 105.6.1 through 105.6.13; 105.6.15; 105.6.17; 105.6.18; 105.6.20 through 105.6.25; 105.6.27 through 105.6.29; 105.6.31 through 105.6.35; 105.6.37 through 105.6.42; and 105.6.44 through 105.6.46). The Fire Marshal is authorized to issue operational permits as set forth in Section 105.6.1 through 105.6.46.
Section 108 Board of Appeals. (Delete in its entirety and substitute the following)
Section 8-1-7 of the Englewood Municipal Code shall control the requirements of this Section.

Section 109 Violations.

A. 109.4 Violation Penalties. (Amended to read as follows)
Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official Fire Marshal, or a permit or certificate used under provisions of this Code, shall be subject to penalties or other action in accordance with 8-1-9 EMC. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(Add a new section pertaining to fire code re-inspection fees)

109.4.2 Reinspection fees.
A fee shall be charged for follow-up fire code violations.
The fee structure is as follows:

<table>
<thead>
<tr>
<th>Inspection Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary fire inspection</td>
<td>$0.00</td>
</tr>
<tr>
<td>Follow-up fire inspection</td>
<td>0.00</td>
</tr>
<tr>
<td>2nd Follow-up inspection</td>
<td>50.00</td>
</tr>
<tr>
<td>3rd Follow-up inspection</td>
<td>100.00</td>
</tr>
<tr>
<td>4th Follow-up inspection and each inspection thereafter</td>
<td>200.00</td>
</tr>
</tbody>
</table>

111.4 Failure to Comply. (Amended to read as follows)
Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation of unsafe condition, shall be subject to penalties or other action in accordance with 8-1-9 and 8-1-10 of the Englewood Municipal Code.
11. Section 113 Fees.

Section 113.2. Fire Permit Fee Schedule shall be adopted by City Council Resolution.

B. CHAPTER 5. FIRE SERVICE FEATURES.

1. 503.2.1 Dimensions. *(Amended to read as follows)*

   Fire Apparatus access roads shall have an unobstructed width of not less than 26 feet (1725 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

2. 506.1 Where Required. *(Amended to read as follows)*

   Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, or where a fire alarm system, or fire suppression system exists, the fire code official, Fire Marshal, is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type, and shall contain keys to gain necessary access as required by the fire code official Fire Marshal.

C. CHAPTER 9. FIRE PROTECTION SYSTEMS *(Amended to read as follows).*

1. 903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exist:

   1. A Group M fire area exceeds 12,000 square feet (1115m²).

   2. A Group M fire area is located more than three stories above grade plane.

   3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m²).

   4. The area of a Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464m²).
2. **903.2.9 Group S-1.** (Amended to read as follows)
   An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 square feet (115m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464m²).
5. The area of a Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232m²).

D. **CHAPTER 10. MEANS OF EGRESS.**

B. **Section 1009.16 Stairway of Roof.** (Amended to read as follows)
   In buildings three or more stories in height above grade plane, one stairway shall extend to the roof surface, unless the roof has a slope steeper than four units vertical in 12 units horizontal (33-percent slope). In buildings without an occupied roof, access to the roof from the top story shall be permitted to be by an alternating tread device.

E. **CHAPTER 56. EXPLOSIVES AND FIREWORKS.**

1. **5601.1.3 Fireworks.** (Amended to read as follows)
   The possession, manufacture, storage, sale, handling and use of any ignitable fireworks are prohibited.
   Exceptions:
   The use of fireworks for fireworks displays as allowed in Section 5608.

2. **5601.2.4 Financial Responsibility.** (Amended to read as follows)
   Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum $2,000,000 or a public liability insurance policy for the same amount, with
excess liability of $5,000,000 for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official Fire Marshal is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

F. CHAPTER 57. FLAMMABLE AND COMBUSTIBLE LIQUIDS.

1. 5704.2.9.6.1 Locations where above-ground tanks are prohibited. (Amended to read as follows)

Above-ground tanks shall be located in accordance with this Section.

APPENDICES. (Delete Appendices A through C and E through J) (All Appendices are applicable or amended as follows)

Appendix D - Fire Apparatus Access Roads, (hereby adopted and amended to read as follows)

<table>
<thead>
<tr>
<th>LENGTH (feet)</th>
<th>WIDTH (feet)</th>
<th>TURNAROUNDS REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>0—150</td>
<td>26</td>
<td>None required</td>
</tr>
<tr>
<td>151—500</td>
<td>26</td>
<td>120-foot Hammerhead, 60-foot &quot;Y&quot; or 96-foot diameter cul-de-sac in accordance with Figure D103.1</td>
</tr>
<tr>
<td>501—750</td>
<td>26</td>
<td>120-foot Hammerhead, 60-foot &quot;Y&quot; or 96-foot diameter cul-de-sac in accordance with Figure D103.1</td>
</tr>
<tr>
<td>Over 750</td>
<td></td>
<td>Special approval required</td>
</tr>
</tbody>
</table>

For SI: 1 foot = 304.8 mm.
Section 5. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 10, Section 4C, entitled Special Conditions and Restrictions of the License – Sanitation and Fire Provisions of the Englewood Municipal Code 2000, to read as follows:

5-10-4: Special Conditions and Restrictions of the License.

In addition to the requirements of Chapter 1 of this Title, the following special conditions and restrictions apply:

C. Sanitation and Fire Provisions:

   a. An accessible, adequate and safe supply of safe, potable water shall be provided to every automobile salvage yard and recycling yard.
   b. All water supply facilities, i.e., pipes, valves, outlets, shall be open to inspection by the Chief Building Official or any other duly authorized person.
   c. The development of an independent water supply to serve any automobile salvage yard or recycling yard shall be made only after express approval has been granted by the Department of Public Health of the State of Colorado.

2. Sewage disposal. All sewage disposal shall be in accordance with this Code and all plumbing in any automobile salvage yard or recycling yard shall comply with the plumbing laws and health regulations of the City, County of Arapahoe, Tri-County District Health Department and State of Colorado.

3. Refuse Disposal.
   a. The storage, collection and disposal of refuse in or upon any automobile salvage yard or recycling yard shall be so managed as to avoid health hazards, rodent harborage, insect-breeding areas, accident hazards or air or environmental pollution.
   b. Materials or wastes shall be secured upon the licensed premises in such manner that they cannot be carried off the premises by natural causes or forces.
   c. All materials or wastes which may cause fumes, dust, or are edible or attractive to rodents or insects shall not be stored outdoors unless placed in closed containers.

   i. All areas shall be kept free of litter, rubbish and other flammable materials.
   ii. Fire extinguishers shall be maintained, the number, kind and location of which shall be approved by the Fire Chief or the Fire Marshal.
Section 6. 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 7. 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 8. 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 9. 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 10. 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 4th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 7th day of May, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

ATTEST:

Randy P. Penn, 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 4th day of May, 2015.

Loucrishia A. Ellis
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Over the past several years Council has approved various intergovernmental agreements, grants and contracts between the City and other organizations. Due to the pending contract with the City of Denver Fire Department to provide Fire and Ambulance Services for the City of Englewood, tentatively approved by City Council on April 6, 2015, the outstanding intergovernmental agreements, grants and contracts need to be addressed.

RECOMMENDED ACTION

Staff seeks approval of a bill for an ordinance to address the outstanding intergovernmental agreements, grants and contracts related to Fire/EMS Services.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Over the years the City has entered into various intergovernmental agreements, grants and contracts for a variety of activities. Some of these include mutual aid/automatic aid between fire departments, accepting grants for the purchase of equipment or to fund services or programs, and contracts to purchase and service equipment. Due to the pending agreement with the Denver Fire Department, many of these intergovernmental agreements, grants and contracts need to be assigned to the Denver Fire Department, or in the case of grants any monies or equipment awarded would need to be returned, or the contract would need to be terminated or again assigned.

FINANCIAL IMPACT

Any financial impact would be the return of monies or equipment required by the grant.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance
A BILL FOR

AN ORDINANCE APPROVING, ADDRESSING PREVIOUS INTERGOVERNMENTAL AGREEMENTS, GRANTS, AND CONTRACTS DUE TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND THE CITY OF DENVER.

WHEREAS, Englewood has chosen to contract with Denver to provide fire and ambulance services; and

WHEREAS, intergovernmental agreements, grants, and contracts have been identified concerning Englewood Fire Department; and

WHEREAS, current intergovernmental agreements, grants and contracts concerning the Englewood Fire Department need to be addressed.

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

Section 1. The following Intergovernmental Agreements need to be addressed:

1. Ordinance No. 31, Series of 2014 – Plan review and inspection services between South Metro Fire Rescue Authority.

   *This IGA shall continue as Englewood is maintaining the Fire Marshal and plan review function.*

2. Ordinance No. 23, Series of 2014 – Colorado Department of Public Safety Division of Fire Prevention and Control regarding joint staffing and operation of a State Wildland Fire Engine and the City of Englewood, Colorado.

   *Terminated December 31, 2014 per the Agreement terms.*


   *Terminated December 31, 2013 per the Agreement terms.*

This IGA shall continue and is addressed in the contract with Denver. City Manager shall give notice to terminate.


This IGA is a mutual aid agreement between the twenty-six listed jurisdictions, FEMA and the City for mutual aid during defined disaster emergencies. The Agreement is binding upon the successors and assigns of each of the jurisdictions.


Twenty-six different jurisdictions in the Arapahoe/Douglas County area entered into this IGA. The IGA is binding upon the parties’ respective successors and assigns, but may not be assigned without the express written consent of the parties. The City Manager shall request written consent of other parties.


Agreement is binding upon the successors and assigns. No party may assign without prior written consent. The City Manager shall request written consent of other parties.

8. Ordinance No. 26, Series of 2004 - State of Colorado Grant money to be given to the City by the State, which said grant money, comes from the Federal government.

Contract ended by its terms in 2009.


South Metro is a signatory to the 2002 Mutual Aid IGA, where Denver and 57 other jurisdictions are signatories. The City Manager shall give notice to terminate.


Agreement ended by its terms in 2009.

11. Ordinance No. 16, Series of 2009 - City of Sheridan Mutual Aid/Automatic Aid.

Agreement is binding upon the parties’ successors or assigns. Sheridan’s Fire Department was taken over by Denver. The City Manager shall give notice to Denver.

Authorized the City of Englewood to become a participating partner in the Urban Area Security Initiative (UASI). The State of Colorado is the Grantor, the City and County of Denver is the Grantee, and all other participants are sub-contractors. Federal money comes from the Department of Homeland Security to the State who passes the money to the City and County of Denver, who in turn passes it to the sub-contractors as grant money. Binding effect – All provisions are binding upon parties' heirs, legal representatives, successors and assigns. No further action necessary.

13. Ordinance No. 25, Series of 2010 - Denver Health and Hospital Authority Mutual Response for EMS service.

May be terminated with 30 day written notice. The 2015 IGA between Englewood and Denver will eliminate the need for the 2010 IGA.


Agreement ended by its terms in 2014.


This MOU shall continue and is addressed in the contract with Denver.

Section 2. The following Grants need to be addressed:

1. Ordinance No. 54, Series of 2014 - State of Colorado Department of Public Health and Environment (CDPHE) Grant”. A grant for 3 Cardiac Monitor and Defibrillators (AED’s) ends on June 30, 2015.

Englewood will report in its financials.

2. Resolution No. 35, Series of 2014 - Application for a Colorado Department of Public Health and Environment (CDPHE) Grant”.

Grant has been completed. The Department of Parks and Recreation will coordinate with Denver to determine if future grant funding is available.

3. Ordinance No. 14, Series of 2012 - Application and Acceptance of “Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant” with the State of Colorado.

Per Paragraph J, if Grantee ceases to provide EMT service, equipment must be given to another EMT provider, or sold at auction, the City Manager will need written consent from the State of Colorado.

4. Ordinance No. 45, Series of 2011 - Acceptance of EMTS Provider Grant 2012 Awarded by the State of Colorado. For the purchase of an ambulance. The ambulance was purchased.
5. Ordinance No. 51 Series of 2008 – Acceptance of EMTS Provider Grant Awarded by the State of Colorado.

To purchase a powered Lift Ambulance Cot. This Grant ended June 30, 2009.

6. Ordinance No. 26 Series of 2010 – Acceptance of “2010 Pandemic Preparedness Grant Contract with Tri-County Health Department “.

To distribute H1N1 Vaccine. This Grant has terminated.

7. Resolution No. 83, Series of 2014 – Application for a FEMA assistance to Firefighters Grant (AFG) Award.

To purchase radios. The radios are being kept for Police use.

8. Resolution No. 76, Series of 2013 – Application for a FEMA assistance to Firefighters Grant (AFG) Award.

To purchase radios. The radios are being kept for Police use.

9. Ordinance No. 3, Series of 2012 – Application and Acceptance of a FEMA Assistance to Firefighters Grant (AFG) 2011 Award.


Terminated June 3, 2011.

Section 3. The following Agreements need to be addressed:


Retain Agreement, since it is also for maintaining Police Radios.


Allows the Agreement to terminate automatically due to merger. Assignment Agreement is being assigned to Denver with written authorization to be obtained by Denver.
3. Metropolitan Area Communication Center Authority user agreement 3rd November, 2014.

   The City Manager will send notice terminating the Agreement.

4. Resolution No. 67, Series of 2010 - Memorandum of Understanding Amateur Radio Emergency Service of Arapahoe County “AREA” – District 22. This MOU shall continue and is addressed in the contract with Denver.

5. Agreement between Englewood Fire Department and Intermecix for ambulance billing and related professional services, January 2011.

   The City Manager will send notice terminating the Agreement with 6 month written notice.


   Keep Agreement as it maintains the AED’s at various locations in the City.


   Continue to make payments for 2 more years and pay insurance.
   Pre-pay the remainder of the loan.


   The City Manager will send notice terminating the agreement.


   The City Manager will send notice terminating the agreement.

10. Amendment to the Education Affiliation Agreement EMS for Clinical Training at Healthone Facility (Send).

    The City Manager will send notice terminating the agreement.

Introduced, read in full, and passed on first reading on the 4th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 7th day of May, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

ATTEST:

Randy P. Penn, 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 4th day of May, 2015.

Loucrishia A. Ellis
BY AUTHORITY

ORDINANCE NO. 13
SERIES OF 2015

COUNCIL BILL NO. 13
INTRODUCED BY COUNCIL MEMBER GILLIT

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3D, SECTION 2, OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, in November of 2000, voters of the State of Colorado passed Amendment 20 to the State Constitution legalizing limited amounts of medical marijuana; and

WHEREAS, the City has three medical marijuana establishments licensed in the City and one pending State approval; and

WHEREAS, based on citizens opposition to previous license applications, any additional medical marijuana-related businesses will be adamantly opposed; and

WHEREAS, the three licensed and one pending medical marijuana establishments should be adequate to meet the needs of patients in Englewood while retail/recreational customers can easily access businesses just north of the City border; and

WHEREAS, after April 20, 2015 Medical Marijuana Licensed Premises will be limited to the following locations:

• 4695 South Windermere Street, Units A & B
• 4332 South Broadway
• 11 West Hampden Avenue, Suite 102
• 5005 South Federal Boulevard

WHEREAS, the locations noted above may continue to operate as Medical Marijuana Licensed Premises by the current license holder and may be sold or transferred to a new owner in the future but the new owner must apply for and be granted a license by the Liquor and Medical Marijuana Licensing Authority as well as the State of Colorado.

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 amends Title 5, Chapter 3D, Section 2, of the Englewood Municipal Code 2000, to read as follows:
5-3D-2: Powers and Duties of the Local Licensing Authority.

A. The Local Licensing Authority shall grant or refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana as provided by law; suspend, fine, restrict, or revoke such licenses upon a violation of this Title, or a rule promulgated pursuant to this Title; and may impose any penalty authorized by this Title or any rule promulgated pursuant to this Title. The Local Licensing Authority may take action with respect to a registration or a license pursuant to this Title, and in accordance with the procedures established pursuant to this Title.

B. The Local Licensing Authority shall promulgate such rules and make such special rulings and findings as necessary for the proper regulation and control of the cultivation, manufacture, distribution, and sale of Medical Marijuana and for the enforcement of this Chapter.

C. The Local Licensing Authority hereby adopts the minimum licensing requirements of Article 43.3 of Title 12 C.R.S. when issuing a License.

D. In addition to all other standards applicable to the issuance of licenses under this Code, the Local Licensing Authority hereby adopts additional standards for the issuance of Medical Marijuana Center, Medical Marijuana Optional Premises Cultivation Operation, or Medical Marijuana-Infused Products Manufacturer Licenses consistent with the intent of Article 43.3 of Title 12 C.R.S. and this Code as follows:

1. Distance restrictions between premises in or out of City limits for which Local Licenses are issued;

   (a) If the building in which Medical Marijuana is to be cultivated, manufactured or sold is located within two thousand feet (2,000') of a school, an alcohol or drug treatment facility, or the principal campus of a college, university, seminary, or a residential child care facility or within two thousand five hundred feet (2,500') of an existing licensed Medical Marijuana Center, Medical Marijuana-Infused Products Manufacturer or Medical Marijuana Optional Premises Cultivation Operation. The provisions of this Section shall not affect the renewal or reissuance of a license once granted or apply to licensed premises located or to be located on land owned by a municipality; nor shall the provisions of the Section apply to existing licensed premises on land owned by the State, or apply to a license in effect and actively doing business before said principal campus was constructed.

   (b) The distances referred to in this Title are to be computed by direct measurement from the nearest property line of the land used for a school or campus to the nearest portion of the building in which Medical Marijuana is to be sold, cultivated or infused, using a route of direct pedestrian access.

   (c) After April 20, 2015, Medical Marijuana Licensed Premises shall be limited to the following locations but shall otherwise be exempt from the distance limitations of this Chapter:

       4695 South Windermere Street, Units A & B
       4332 South Broadway
2. Reasonable restrictions on the size of an applicant's Licensed Premises.
   
   (a) All Medical Marijuana Optional Premises Cultivation Operations shall not exceed five thousand (5,000) square feet.

3. Any other requirements necessary to ensure the control of the premises and the ease of enforcement of the terms and conditions of the License.
   
   (a) Any cultivation or manufacture of Medical Marijuana within a Multi-Tenant building shall have a heating, ventilation and air conditioning system separate from the rest of the building.

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 20th day of April, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of April, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 22nd day of April, 2015 for thirty (30) days.

Read by title and passed on final reading on the 4th day of May, 2015.

Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2015, on the 7th day of May, 2015.

Published by title on the City’s official website beginning on the 6th day of May, 2015 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

__________________________
Randy P. Penn, 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 2015.

__________________________
Loucrishia A. Ellis
COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Date:</th>
<th>Agenda Item:</th>
<th>Subject:</th>
</tr>
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<tbody>
<tr>
<td>May 4, 2015</td>
<td>11 c i</td>
<td>Resolution for a Supplemental Appropriation of Funds for the Mountain States Employers Council Professional Services Agreement to Conduct a Review of the City's Base Compensation Market Analysis and Update the Salary Structure</td>
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Initiated By: Finance and Administrative Services Department  
Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City Council has not discussed the Professional Services Agreement with MSEC directly but does approve wage adjustment for employees by resolution. Council approved a wage adjustment for MSC employees on February 17, 2015. Council approved a motion approving a professional services agreement between the City and MSEC.

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution for a supplemental appropriation to 2015 Budget of $78,000 for a Professional Services Agreement with MSEC to review the City's current compensation plan, pay for performance system, and pay philosophy as follows:

SOURCES AND USES OF FUNDS:

GENERAL FUND:

SOURCE OF FUNDS: Unassigned Fund Balance $78,000

USE OF FUNDS: Human Resources - Professional Services $78,000

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City's compensation system has not been reviewed in many years. City staff believes the compensation plan is long overdue for a review. Staff believes the compensation plan is critical to recruiting, retaining, and motivating employees.

Staff is hopeful this project can be completed by the end of summer 2015.

The City will also revisit its compensation philosophy regarding market rate of pay and pay-for-performance.

The cost of the services provided by MSEC will range from $58,000 - $78,000. The Resolution is for $78,000, any funds not used will be returned to fund balance at year-end.
FINANCIAL IMPACT

The General Fund’s reserves will decrease by $78,000.

LIST OF ATTACHMENTS

Proposed Resolution
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION APPROVING A YEAR-END SUPPLEMENTAL APPROPRIATION TO THE 2015 BUDGET.

WHEREAS, the City of Englewood is required by City Charter to ensure that expenditures do not exceed legally adopted appropriations; and

WHEREAS, the 2015 Budget was submitted and approved by the Englewood City Council on November 3rd, 2014; and

WHEREAS, the supplemental appropriation for 2015 is presented for City Council’s consideration at this time because total expenditures for the year are often not fully known until all expenditures are paid, which is often months after year-end; and

WHEREAS, the City’s compensation system has not been reviewed in many years and is critical to recruiting, retaining, and motivating employees; and

WHEREAS, the Englewood City Council does approve wage adjustment for employees with a resolution; and

WHEREAS, the City Council approved a wage adjustment for MSC employees on February 17, 2015; and

WHEREAS, the Englewood City Council approved a motion on May 4, 2015, approving a professional services agreement between MSEC and the City.

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

Section 1. The Budget for the General Fund of the City of Englewood, Colorado, is hereby amended for the year 2015, as follows:

GENERAL FUND:

SOURCE OF FUNDS:
Unassigned Fund Balance $78,000

USE OF FUNDS:
Human Resources – Professional Services $78,000
Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2015 Budget for the City of Englewood.

ADOPTED AND APPROVED this 4th day of May, 2015.

ATTEST:

______________________________
Randy P. Penn, 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 2015.

______________________________
Loucrishia A. Ellis, City Clerk
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City Council has not discussed the Professional Services Agreement with Mountain States Employers Council (MSEC) directly but does approve wage adjustments for employees by resolution. Council approved a wage adjustment for non-union employees on February 17, 2015.

RECOMMENDED ACTION

Staff recommends City Council approve, by motion, a Professional Services Agreement with MSEC to review the City’s current compensation plan, pay for performance system, and pay philosophy.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City’s compensation system has not been reviewed in many years. City staff believes the compensation plan is long overdue for a review. Staff believes the compensation plan is critical to recruiting, retaining, and motivating employees.

Staff is hopeful this project can be completed by the end of summer 2015.

The City will also revisit its compensation philosophy regarding market rate of pay and pay-for-performance.

The cost of the services provided by MSEC will range from $58,000 - $78,000.

FINANCIAL IMPACT

Funds for this project are budgeted in the Human Resources Professional Services Budget.

LIST OF ATTACHMENTS

Professional Services Agreement
PROFESSIONAL SERVICES AGREEMENT
Contract Number PSA/15-4

This Professional Services Agreement (the "Agreement") is made as of this 4th day of March, 2015, (the "Effective Date") by and between Mountain States Employers Council d/b/a Employers Council Services IMSEC, a Not for Profit corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City").

City desires that Consultant, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. The terms set forth below shall be defined as follows:

   (a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and Intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, Initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

   (b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or delivered by Consultant, pursuant to the provision of the Services.

2. Statements of Work. During the term hereof and subject to the terms and conditions contained herein, Consultant agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services (the "Services") as further described in Schedule A (the "Statement of Work") for City, and in such additional Statements of Work as may be executed by each of the parties hereto from time to time pursuant to this Agreement. Each Statement of Work shall specify the scope of work, specifications, basis of compensation and payment schedule, estimated length of time required to complete each Statement of Work, including the estimated start/finish dates, and other relevant information and shall Incorporate all terms and conditions contained in this Agreement.


   (a) Performance. Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents...
in completing the projects outlined in a Statement of Work.

(b) Delays. Consultant agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Consultant's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

(c) Discrepancies. If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Consultant shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

4. Invoices and Payment. Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the acceptance by City of the work called for in a Statement of Work by City. Acceptance procedures shall be outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Consultant as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Consultant the resolved amount.

5. Taxes. City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

6. Out of Pocket Expenses. Consultant shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Consultant has furnished such documentation for authorized expenses as City may reasonably request.

7. Audits. Consultant shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Consultant’s operations and compliance with this Agreement. Consultant shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Consultant are not impacted adversely.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

(a) Convenience. City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and
all completed tasks will be charged as indicated in the applicable Statement of Work.

(b) No Outstanding Statements of Work. Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

(c) Material Breach. If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

(d) Bankruptcy or Insolvency. Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

(e) TABOR. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

(f) Return of Property. Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

9. City Obligations. City will provide timely access to City personnel, systems and information required for Consultant to perform its obligations hereunder. City shall provide to Consultant's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Consultant, obtain all consents, licenses and sublicenses necessary for Consultant to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

10. Staff. Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be
performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Consultant.

11. Confidential Information.

(a) Obligations. Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential Information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) Know-How. For the avoidance of doubt neither City nor Consultant shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) Remedies. Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall
notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

(a) Authority. Consultant represents and warrants that: (1) Consultant has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Consultant, and the performance by Consultant of its obligations and duties hereunder, do not and will not violate any agreement to which Consultant is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Consultant, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Consultant acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

(b) Service Warranty. Consultant warrants that its employees and consultants shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

(c) Personnel. Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Consultant shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

(d) Compensation and Benefits. Consultant shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Consultant or to any employee for Consultant's failure to perform its compensation, benefit, or tax obligations. Consultant shall indemnify, and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.


(a) Consultant Indemnification. Consultant shall indemnify, and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Consultant or its representatives in the performance of Consultant's obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of Consultant contained in this Agreement.

(b) Infringement. Consultant will indemnify, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or
misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

(c) Indemnification Procedures. notwithstanding anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

(d) Immunity. City, its officers, and its 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 from time to time amended, or otherwise available to City, its officers, or its employees.

15. Insurance.

(a) Requirements. Consultant agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

1. The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

2. Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars ($3,000,000) per occurrence.

3. Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount not less than one million dollars ($1,000,000) per occurrence.

4. Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Consultant personnel, acting alone or with others, in an amount not less than one million dollars ($1,000,000) per occurrence.

(b) Approved Companies. All such Insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed.

(c) Certificates. Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of Insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise
materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.


(a) Generally. Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Consultant under any Statement of Work shall remain the property of Consultant. With respect to the Work Product, Consultant unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual Property Rights.

(b) Know-How. Notwithstanding anything to the contrary herein, each party and its respective personnel and consultants shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

17. Relationship of Parties. Consultant is acting only as an independent consultant and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work.

18. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.

19. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

20. Scope of Agreement. If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

21. Additional Work. After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

22. Sub-consultants. Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

23. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested.
or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

24. Assignment. This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

25. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

26. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

27. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

28. Force Majeure. If performance by Consultant of any service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

29. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

30. Permits. Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

31. Media Releases. Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.
32. Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that this Agreement does not grant to Consultant an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Consultant agrees that acquisitions by City pursuant to this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Consultant prior to or during the term of this Agreement shall not constitute commitments.

33. Survival. The provisions of Sections 5, 8(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

34. Verification of Compliance with C.R.S. 8-17.5-101 ETSEQ. Regarding Hiring of Illegal Aliens:

(a) Employees, Consultants and Sub-consultants: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant will not knowingly employ or contract with an illegal alien to perform work under this Contract. [C.R.S. 8-17.5-102(2)(a)(I) & (II).]

(b) Verification: Consultant will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. Consultant is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

(c) Duty to Terminate a Subcontract: If Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall:

(1) notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the sub-consultant if, within three days of receiving notice required pursuant to this paragraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

(d) Duty to Comply with State Investigation: Consultant shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5)

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 34.
IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF ENGLEWOOD, COLORADO

By: ____________________________ Date: 4/21/2015

(City Manager)

By: ____________________________ Date: 2/10/15

(Mayor)

ATTEST: _________________________

City Clerk

mountain States Employers Council
and Employers Council Service
(Consultant Name)

1949 Pennsylvania Street
Address

Denver Co. 80203
City, State Zip Code

By: ____________________________

Kim S. Keay
(Print Name)

Title: Vice President

Date: 4/12/15

STATE OF Colorado ss.
COUNTY OF Denver ss.

On this 29th day of April, 2015 before me personally appeared Kim S. Keay, known to me to be the Vice President of Mountain States Employers Council, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires:

GITZA M. SHEEHAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024010030
MY COMMISSION EXPIRES 05/07/2018
SCHEDULE A

OUTLINE OF STATEMENT OF WORK
(Provide the requested below information)

1. GENERAL

STATEMENT OF WORK FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND MOUNTAIN STATES EMPLOYERS COUNCIL DATED MARCH 4, 2015

MSEC's consulting group will work in partnership with the City and Senior Management to provide recommendations to update the City of Englewood's current compensation plan, pay for performance system and communication of the City of Englewood's pay philosophy. MSEC will conduct a market analysis of up to 219 positions and recommend updates to salary structure and provide recommendations to address current issues of pay compression and internal pay equity. Recommendations made by MSEC will comply with all federal and state laws, the City's union contracts, and be IRS compliant.

2. NAMES OF PROJECT COORDINATORS

City of Englewood: Vincent Vega - Human Resources Manager
MSEC: Candy Siderius, CCP, SPHR - Manager, Compensation Consulting Services

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

The City's compensation plan and performance system has not been reviewed in several years. Over the past several years the City has experienced pay compression between supervisors and employees and internal pay equity issues with current tenured employees and new hires.

MSEC’s consultants will review the City's strategic objectives as well as any compensation documentation and relevant policies and procedures that are currently in place. MSEC will meet with the City to understand the historical compensation approach, current issues and strategic objectives to ensure agreement on the development of a base compensation system and recommendation. Recommendations and final product will be updated and tailored to the needs of the City based on facilitated discussions at the conclusion of each milestone.

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

None

5. OTHER CONSULTANT RESOURCES

[If desired, provide for the Consultant's commitment of its own staff, facilities, and other resources by nature or item]

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

See Exhibit 2

7. SPECIAL TERMS, IF ANY
The proposed budget is based on MSEC's understanding of the project scope and includes an estimate of preparation, meeting time, and follow-up for the project. If MSEC's consultants spend less time than anticipated, the City pays only for the actual hours worked.

8. MODE OF PAYMENT

The City will make payment to MSEC within 30 days of receipt of invoice via physical check sent through United States Postal Service.

9. PAYMENT SCHEDULE

City will pay Consultant for the work in accordance with the following payment schedule. All payments to Consultant are contingent on Consultant's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon City's written confirmation to Consultant that the Deliverables/Milestones have been satisfied.

MSEC will issue a bill monthly for services performed in the previous month. Invoices are due within 30 days of receipt.

10. SCHEDULE AND PERFORMANCE MILESTONES

See Exhibit 2

11. ACCEPTANCE AND TESTING PROCEDURES

12. LOCATION OF WORK FACILITIES

Substantially all of the work will be conducted by Consultant at its regular office located in Denver, Colorado.

City will provide the City office space and support as it agrees may be appropriate, at its Civic Center facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated March 4, 2015, the parties have executed this Statement of Work as of this 29th day of April, 2015.

CITY OF ENGLEWOOD, COLORADO

By: ________________________
      (Signature)

______________________________
      (Print Name)

Title: ________________________

Date: ________________________

Mountain States Employer Council and Employers Council Services
Consultant Name

By: ________________________
      (Signature)

Kim S. Key
A PROPOSAL

MSEC®

City of Englewood

April 10, 2015

COMPENSATION
CONSULTING
SERVICES

PREPARED FOR:

Vincent Vega
1000 Englewood Parkway
Englewood, Colorado 80110

PREPARED BY:

Candy Siderius, CCP, SPHR
Manager
303.223.5409

Prepared by Mountain States Employers Council, Inc.
Who We Are

Mountain States Employers Council, Inc.'s (MSEC) total compensation consultants work with members in order to align the organization's vision and business strategy with their reward systems. We believe our non-profit outlook, emphasis on quality, determination to provide excellent long-term service, and scope of expertise in legal, human resources, and data reporting set us apart from other consulting firms.

Background

Vincent Vega, in the Human Resources department at the City of Englewood (City), has asked MSEC's consulting group to submit a proposal for conducting a base compensation market analysis and update of a salary structure. This includes an evaluation of the City's level of competitive pay in relation to other employers in the industry and community.

Outcomes

- Establish a base compensation structure that is financially prudent and maintains flexibility.
- Develop and document a total reward strategy/philosophy to guide plan design and decision making.
- Market price (match your jobs to appropriate salary survey positions) up to 219 positions using MSEC survey reports and other resources as appropriate.
- Design a salary range structure based on the results of the study, taking into account organizational resources, mission, culture and norms.
- Review current pay rates and process for awarding increases. Examine performance review process and allocation of increases based on merit.
- Prepare cost analysis of plan implementation, identify compression and other pay anomalies, and provide recommendations.
- Assist with the design and implementation of a communication system for rollout of the program.
- Provide a narrative report outlining the methodology used to develop the plan utilizing accepted compensation theory and practices.
- Prepare and present a final report of findings to management and City Council, as desired.
Suggested Approach

General phases of the project and estimated timeframes are noted below and are contingent upon project approval, start date, City availability and receipt of City materials. One project segment may take longer than anticipated and another less time. We manage to the total budget estimated.

Review of Current Materials

MSEC's consultants will review the City's strategic objectives as well as any compensation documentation and relevant policies and procedures. We will also meet with you to understand the historical compensation approach and ensure agreement on the project scope. This information provides data on the gap between what exists now and what we will develop.

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>April 2015</th>
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<tbody>
<tr>
<td>Completion Date:</td>
<td>April/May 2015</td>
</tr>
<tr>
<td>Deliverables:</td>
<td>Feedback regarding current program and clarification regarding project timetable and project phase details</td>
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Strategy and Objectives

We will facilitate a discussion with the Project Team (as determined by the City) of key philosophical issues with the goal of understanding your current total rewards program. Discussion will focus on recent economic, workforce, financial and political changes which impact what is working well and what is not.

We will address questions such as:

- How will the organization change in the next few years? How will these changes affect the total reward program?
- What other components are included in a Total Rewards program and how will they compare with base pay?
- How should base compensation compare to the labor market? Does the labor market differ for various positions within the organization?
- How do you plan to balance an external market-based approach versus internal equity?
- What employee behaviors should the compensation program encourage and reward?
- On what basis do employees currently receive pay increases?
- How will the organization balance employee performance with seniority?

This data forms a framework for designing a system in alignment with the organization's objectives.
Start Date: April 2015  
Completion Date: May 2015  
Deliverables: Ongoing

Market Pricing

MSEC produces validated, thoroughly verified salary and benefits survey data for our members. We annually survey over 4,000 jobs and publish a variety of breakouts of data by industry, geographic region, or size.

To the degree possible, we will use our own surveys and any specific reports you provide to develop up-to-date market information. We have budgeted for up to 219 survey job matches.

Market pricing will be completed using documentation provided by you. We will depend on you to assure accuracy of the job descriptions or job summaries and provide any other data you deem appropriate in order for us to validate the jobs matched to the survey information.

After review of the City's job descriptions, we will conduct job match meetings where we will review with you a summary of sources, survey titles, and the market segment used for each position matched. We look for a 70 percent to 80 percent correlation between the duties and qualifications for your positions and the salary survey description. If we are unable (due to the uniqueness of the job or lack of reliable survey data) to obtain market matches for certain positions, we will meet with you and, based on established criteria, align them with jobs that have been market priced.

We have budgeted for meetings to go over the market pricing results with you prior to designing the base compensation structure. We will ask for your input on the accurate placement of jobs.

Start Date: May 2015  
Completion Date: June 2015  
Deliverables: Job Matching Worksheets, Market Data Reports

Base Compensation Design

MSEC's consultants will present a job hierarchy based on the market pricing. Working with the Project Team, we will consider internal equity and make appropriate adjustments. Jobs that are paid similarly in the market and also have comparable skill, effort, and responsibility levels will be grouped into salary grades. We will also review the hierarchy according to job family, reporting relationship and career paths. We will then develop base compensation salary ranges. We will review the structure with you to ensure there is agreement on the design elements. In addition, we will conduct a cost analysis for pay adjustments to any salaries falling outside their range or other anomalies.
As part of this process, we will analyze current pay rates, range placement and identify compression or inequities within the structure. We will consult with you to consider if equity adjustments are appropriate and how they would align with your current/desired philosophy.

This includes a discussion of the current performance management system including its objectives and actual practice to identify any process improvements.

**Start Date:** June/July 2015  
**Completion Date:** July/August 2015  
**Deliverables:** Position Hierarchy, Range Charts, Position Grid, Cost Estimate/Pay Rate Analysis, Proposed Changes to Performance Management System, Final Structure

**Communication**

Pay is a controversial human resource element in most organizations. A base pay system that is misunderstood and rejected by managers and/or employees can create more problems than it solves, regardless of its degree of technical excellence.

Communication activities are therefore paramount in the plan implementation and ultimately determine the success of any compensation approach. We find the time and effort spent on communicating project outcomes to managers and employees is a critical driver of a successful project. We will meet to explore communication options and address issues of content, timing, audience, purpose and overall tone of communication materials.

**Start Date:** Begin in May 2015 but focus on rollout beginning in July 2015  
**Completion Date:** August/September 2015  
**Deliverables:** Methodology Report, Employee Communication handouts, Council Presentation
References

City of Wheat Ridge
Heather Geyer
Administrative Services Director/Public Information Officer
7500 West 29th Avenue
Wheat Ridge, Colorado 80033
303.235.2826

City of Fort Morgan
Michael Boyer
Director of Human Resources and Risk Management
110 Main Street
Fort Morgan, Colorado 80701
970.542.3874

City of Evans
Julie Roeder
HR/Risk Management Director
1100 37th Street
Evans, Colorado 80620
970.339.5344

Budget

The budget below is based on our understanding of the project scope. It includes an estimate of preparation, meeting time, and follow-up for the project. If MSEC's consultants spend less time than anticipated, the City of Englewood pays only for the actual hours worked. We typically do not exceed these budgets unless the scope of the project changes. Out-of-pocket expenses, such as; food, travel and accommodations, purchase of binders or other office material specifically for this project, are billed at cost, with no mark-up, and are included in the overall proposed budget. Bills are issued monthly for services performed in the previous month. Invoices are due within 30 days of receipt.

| Estimated Compensation Budget | $58,000 - $78,000 |

Prepared by Mountain States Employers Council, Inc.
Exhibit 2

City of Englewood, Colorado: 2015 MSEC Compensation Plan Study

Implementation Plan

*Project Timeline*

**Review of Current Materials**

- **Start Date:** April 2015
- **Completion Date:** April/May 2015
- **Deliverables:** Feedback regarding current program and clarification regarding project timetable and project phase details

*MSEC Role and Workload:* MSEC's consultants will review the City's strategic objectives as well as any compensation documentation and relevant policies and procedures. We will also meet with you to understand the historical compensation approach and ensure agreement on the project scope. This information provides data on the gap between what exists now and what we will develop.

*City of Englewood Role and Workload:* MSEC will help City staff understand roles and responsibilities of Senior Management and the Project Team. MSEC will facilitate a discussion with Senior Management, at a time coordinated by Human Resources, to discuss the historical approach to compensation, issue with current systems in place and goals.

**Strategy and Objectives**

- **Start Date:** April 2015
- **Completion Date:** May 2015
- **Deliverables:** Ongoing

*MSEC Role and Workload:* MSEC will facilitate a discussion with the Project Team (as determined by the City) of key philosophical issues with the goal of understanding your current total rewards program. Discussion will focus on recent economic, workforce, financial and political changes which impact what is working well and what is not.

We will address questions such as:

- How will the organization change in the next few years? How will these changes affect the total reward program?
- What other components are included in a Total Rewards program and how will they compare with base pay?
- How should base compensation compare to the labor market? Does the labor market differ for various positions within the organization?
- How do you plan to balance an external market-based approach versus internal equity?
- What employee behaviors should the compensation program encourage and reward?
On what basis do employees currently receive pay increases?
How will the organization balance employee performance with seniority?

This data forms a framework for designing a system in alignment with the organization’s objectives.

City of Englewood Role and Workload: City will determine role and responsibility of project team and solicit participants from each department and various levels of the organization. No more than 2 hours will be required of the project team to participate in exercises at various stages of the project.

Market Pricing
Start Date: May 2015
Completion Date: June 2015
Deliverables: Job Matching Worksheets, Market Data Reports

MSEC Role and Workload: MSEC produces validated, thoroughly verified salary and benefits survey data for our members. We annually survey over 4,000 jobs and publish a variety of breakouts of data by industry, geographic region, or size.

To the degree possible, MSEC will use their own surveys and any specific reports the City provides to develop up-to-date market information. MSEC has budgeted for up to 219 survey job matches. Market pricing will be completed using documentation provided by the City. MSEC will depend on the City to assure accuracy of the job descriptions or job summaries and provide any other data the City deems appropriate in order for MSEC to validate the jobs matched to the survey information.

After review of the City’s job descriptions, MSEC will conduct job match meetings where they will review with the City a summary of sources, survey titles, and the market segment used for each position matched. MSEC will look for a 70 percent to 80 percent correlation between the duties and qualifications for positions and the salary survey description. If MSEC is unable (due to the uniqueness of the job or lack of reliable survey data) to obtain market matches for certain positions, MSEC will meet with the City and, based on established criteria, align them with jobs that have been market priced.

MSEC has budgeted for meetings to go over the market pricing results with the City prior to designing the base compensation structure. MSEC will ask for your input on the accurate placement of jobs.

City of Englewood Role and Workload: The City will provide MSEC with updated job descriptions of its 219 jobs and census data, from Oracle, that will provide MSEC with employee names, positions, time in positions, direct supervisor, and current salary. Census data has been prepared and is ready to be given to MSEC upon request. Job descriptions will need to be
reviewed by supervisors and Department Directors, and returned to HR for final review by May 1, 2105. Department will need to review job descriptions that have not been updated since 2010 or older.

**Base Compensation Design**

*Start Date:* June/July 2015  
*Completion Date:* July/August 2015  
*Deliverables:* Position Hierarchy, Range Charts, Position Grid, Cost Estimate/Pay Rate Analysis, Proposed Changes to Performance Management System, Final Structure

**MSEC Role and Workload:** MSEC's consultants will present a job hierarchy based on the market pricing. Working with the Project Team, we will consider internal equity and make appropriate adjustments. Jobs that are paid similarly in the market and also have comparable skill, effort, and responsibility levels will be grouped into salary grades. We will also review the hierarchy according to job family, reporting relationship and career paths. We will then develop base compensation salary ranges. We will review the structure with you to ensure there is agreement on the design elements. In addition, we will conduct a cost analysis for pay adjustments to any salaries falling outside their range or other anomalies.

As part of this process, we will analyze current pay rates, range placement and identify compression or inequities within the structure. We will consult with you to consider if equity adjustments are appropriate and how they would align with your current/desired philosophy. This includes a discussion of the current performance management system including its objectives and actual practice to identify any process improvements.

**City of Englewood Role and Workload:** Human Resources will coordinate and participate in meetings with the MSEC and the Project Team and final review of the proposed structure with Senior Management. Human Resources will also work with IT to determine what resources would be required for implementation and have that figure included in the cost analysis provided by MSEC.

**Communication**

*Start Date:* Begin in May 2015 but focus on rollout beginning in July 2015  
*Completion Date:* August/September 2015  
*Deliverables:* Methodology Report, Employee Communication handouts, Council Presentation

**MSEC Role and Workload:** Pay is a controversial human resource element in most organizations. A base pay system that is misunderstood and rejected by managers and/or employees can create more problems than it solves, regardless of its degree of technical excellence.

Communication activities are therefore paramount in the plan implementation and ultimately determine the success of any compensation approach. We find the time and effort spent on
communicating project outcomes to managers and employees is a critical driver of a successful project. We will meet to explore communication options and address issues of content, timing, audience, purpose and overall tone of communication materials.

*City of Englewood Role and Workload:* Human Resources will coordinate communication efforts with appropriate staff in the City Manager's office and MSEC. Human Resources will work with MSEC and CMO to identify communication options, content, timing, audience, tone and overall purpose of communication and materials.
PURPOSE

To establish the use of the City mark, flag, emblem, etc.

SCOPE

All City employees.

POLICY

Mark

The City logotype, or “Mark”, is an official symbol of the City of Englewood and has become an easily recognizable sign of municipal government. As such, the Mark suggests to the public official city premises, boundaries, or functions, and implies governmental sanction, sponsorship, or approval.

For this reason, use of the Mark should be limited to official city vehicles, buildings, uniforms, publications, documents, stationery, emblems, promotional materials, or other appropriate purposes as approved by the City Manager or City Council.

The City Mark should not be used on political or advertising material prepared or distributed by either non-profit or commercial organizations nor shall it be used for any other non-governmental purpose unless otherwise authorized by City Council.

Use of the City Mark should conform to the specifications outlined in the “Use of City Logo” guidelines established by the City Manager’s Office.

Flags

The City of Englewood flag bears the City Mark and is to be treated in a similar manner to the logo itself. Flags may be flown at city-owned or shared facilities and buildings or used at official city-sponsored functions or in civic ceremonies. Flags may also be used at residences or at the headquarters of non-profit, educational, civic, or service organizations under the following conditions:

1. The facility should be located within the city limits.
2. Flags must be ordered and purchased by the individual or organization, with no cost accruing to the City.
3. The flag should be maintained in good repair and treated with respect.
City Council may, at its discretion, present a city flag to an individual or non-profit civic organization at city expense.

The flag should not be used to promote any commercial, political or profit-making enterprise, campaign, or organization.

Other Items

At the discretion of the City Manager or City Council, items bearing the City Mark (e.g. badges, flags, plaques, paperweights, certificates) may be presented or distributed to honor, recognize, or greet individuals or organizations; to promote or enhance the image of the city; to symbolize friendship; and to foster cultural exchange. In instances where city officials distribute or present these items, the City will bear all costs.

If an individual or civic organization receives permission from the City Manager or City Council to distribute such items, the organization or individual will pay all costs. In no case shall such item be sold or resold for profit.