Agenda for the
Regular Meeting of the
Englewood City Council
Monday, August 1, 2011
7:30 pm

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

1. Call to Order.

2. Invocation.

3. Pledge of Allegiance.

4. Roll Call.

5. Consideration of Minutes of Previous Session.
   a. Minutes from the Regular City Council Meeting of July 18, 2011.

6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)

7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

   Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.
   a. Email regarding Robert Cassidy’s resignation from the Englewood Water and Sewer Board.

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.
9. Consent Agenda Items.

a. Approval of Ordinances on First Reading.

i. Council Bill No. 32 - Recommendation from the Department of Parks and Recreation to adopt a bill for an ordinance authorizing a Cooperative Agreement with Englewood Schools and Denver Urban Gardens for construction and maintenance of two community gardens – one at Clayton Elementary School and one at Charles Hay World School. **Staff Sources:** Jerrell Black, Director of Parks and Recreation and Joe Sack, Recreation Services Manager.

ii. Council Bill No. 41 - Recommendation from the Department of Parks and Recreation to adopt a bill for an ordinance authorizing an Intergovernmental Agreement with Arapahoe County accepting open space grant funding in the amount of $50,000 for Riverside Park Planning. **Staff Sources:** Jerrell Black, Director of Parks and Recreation and Joe Sack, Recreation Services Manager.

iii. Council Bill No. 42 - Recommendation from the Department of Parks and Recreation to adopt a bill for an ordinance authorizing an Intergovernmental Agreement with Arapahoe County accepting open space grant funding in the amount of $237,100 for Centennial Park Trail Loop renovations. **Staff Sources:** Jerrell Black, Director of Parks and Recreation and Dave Lee, Manager of Open Space.

iv. Council Bill No. 43 – Recommendation from the Department of Public Works to adopt a bill for an ordinance authorizing an intergovernmental agreement with Arapahoe County for reimbursement of costs to the City of Englewood for the provision of rotomilling and asphalt overlay services on East Hampden Avenue between South Lafayette Street and Highway 285. **Staff Source:** Brad Hagan, Streets Maintenance Manager.

b. Approval of Ordinances on Second Reading.

i. Council Bill No. 37, authorizing the purchase of up to five additional single-family houses funded through the Neighborhood Stabilization Program Grant and the Program Income Reuse Plan.

ii. Council Bill No. 38, accepting a Temporary Construction Easement and a Permanent Easement for the City to install traffic signal equipment at Quincy and Broadway.


c. Resolutions and Motions.


a. A Public Hearing on Council Bill No. 39, authorizing Planned Unit Development Amendment #1 for the Shops at Hampden and Logan.
11. Ordinances, Resolutions and Motions
   a. Approval of Ordinances on First Reading.
   b. Approval of Ordinances on Second Reading.
   c. Resolutions and Motions.
      i. Recommendation from the Department of Human Resources to adopt a resolution authorizing changes to the 2012-2013 Collective Bargaining Agreement between the Englewood Employees Association and the City of Englewood. **Staff Source: Sue Eaton, Director of Human Resources.**
      ii. Recommendation from the Department of Human Resources to adopt a resolution authorizing the Collective Bargaining Agreement between the Englewood Firefighters Association and the City of Englewood for 2012 and 2013. **Staff Source: Sue Eaton, Director of Human Resources.**
      iii. Recommendation from the Department of Human Resources to adopt a resolution authorizing revisions to Article 9 (Compensation) of the Collective Bargaining Agreement between the Englewood Police Benefit Association and the City of Englewood for 2011 and 2012. **Staff Source: Sue Eaton, Director of Human Resources.**
      iv. Recommendation from the Department of Human Resources to adopt a resolution authorizing wage and benefit adjustments for non-union City of Englewood employees for 2012 and 2013. **Staff Source: Sue Eaton, Director of Human Resources.**

12. General Discussion.
   a. Mayor's Choice.
   b. Council Members' Choice.


15. Adjournment.
Robert Cassidy no longer resides in Englewood and has therefore resigned from the Water and Sewer Board.
COUNCIL COMMUNICATION

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<th>Date:</th>
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<td>August 1, 2011</td>
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<td>Cooperative Agreement: Community Gardens Development</td>
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Initiated By: Department of Parks and Recreation

Staff Source: Jerrell Black, Director of Parks and Recreation
Joe Sack, Recreation Services Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- Ordinance #55, Series of 2010, December 22, 2010 - Acceptance of the Communities Putting Prevention to Work (CPPW) grant between Tri-County Health Department and the City of Englewood for the development of two community gardens.
- City Council Study Session, November 22, 2010 - Staff announced the grant award from Tri-County Health Department Communities Putting Prevention to Work program (CPPW) for the development of two community gardens.
- City Council Study Session, June 21, 2010 - Staff provided information regarding grants available from Tri County Health to promote healthy living and obesity prevention. Council gave direction to move forward with application submittal for the community gardens.
- Ordinance #12, Series of 2010, April 22, 2010 - Authorizing an intergovernmental agreement between the City of Englewood and Denver Urban Gardens for the lease, development and management of a community garden at the Englewood Depot property located at 607 West Dartmouth Avenue.
- Resolution #64, Series of 2009, July 20, 2009 - Resolution supporting the development of a new Englewood Community Garden.

RECOMMENDED ACTION

Staff recommends that Council adopt a bill for an ordinance authorizing a Cooperative Agreement between the City of Englewood, Englewood Schools, and Denver Urban Gardens for the construction and maintenance of two community gardens.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Tri-County Health Department, through the U.S. Department of Health and Human Services’ Communities Putting Prevention to Work initiative (CPPW), offered competitive grant opportunities in June 2010. The CPPW program is focused on measures to promote and sustain healthy lifestyle choices in the fight against obesity. The City was successful in obtaining a grant for the development of two community gardens. This agreement is for the construction and maintenance of two community gardens to be located at Charles Hay World School, 3195 S. Lafayette St. and Clayton Elementary School, 4600 S. Fox Street. With our partners Englewood Schools and Denver Urban Gardens, the gardens will be available for school and community use. The gardens are scheduled to
open by the fall of 2011. Construction of the gardens will be funded by the Parks and Recreation Department through the CPPW Grant and garden operations will be coordinated by Englewood Schools and Denver Urban Gardens.

FINANCIAL IMPACT

The total grant funding is $83,262. Total Project estimated cost is $83,262. There are no required City matching funds for this project. Garden sustainability and maintenance (e.g. water, compost) will be provided by Englewood Schools and Denver Urban Gardens.

LIST OF ATTACHMENTS:

Proposed Bill for Ordinance
BY AUTHORITY

ORDINANCE NO. ______  SERIES OF 2011
COUNCIL BILL NO. 32
INTRODUCED BY COUNCIL MEMBER ________________

A BILL FOR

AN ORDINANCE AUTHORIZING A “COOPERATIVE AGREEMENT” BETWEEN THE CITY OF ENGLEWOOD SCHOOL DISTRICT NO. 1, ARAPAHOE COUNTY AND DENVER URBAN GARDENS FOR THE CONSTRUCTION AND MAINTENANCE OF TWO COMMUNITY GARDENS.

WHEREAS, in 2009 the Englewood Cultural Arts Commission recognized the need for a community garden and a “Garden Committee” was formed with representatives from the Cultural Arts Commission, the Parks and Recreation Commission and Keep Englewood Beautiful; and

WHEREAS, the Englewood City Council supported an Englewood Community Garden with the passage of Resolution No. 64, Series of 2009; and

WHEREAS, Ordinance No. 55, Series of 2010 authorized the acceptance of the Communities Putting Prevention to Work (CPPW) grant between Tri-County Health Department and the City of Englewood for the development of two additional community gardens; and

WHEREAS, the City determined that it was in the City’s best interest to form a partnership with Denver Urban Gardens (DUG) in developing the community gardens because of their extensive expertise in planning and operating nearly 100 community gardens throughout Denver, Lakewood, Aurora, Commerce City, Arvada, Golden and Sheridan; and

WHEREAS, the School District No. 1 Arapahoe County owns certain properties located at the Charles Hay World School located at 3195 South Lafayette Street and Clayton Elementary School located at 4600 South Fox Street; and

WHEREAS, the passage of this Ordinance will authorize the “Cooperative Agreement” between the City, DUG and the Englewood School District for the lease and management of two (2) Community Gardens located at the Charles Hay School and Clayton School properties;

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 and approves Attachment 1, a “Cooperative Agreement” for the lease, development and managing of two Community Gardens between the City, Denver Urban Gardens, the School District No. 1, and Arapahoe County.

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

Introduced, read in full, and passed on first reading on the 1st day of August, 2011.
Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 5th day of August, 2011.

Published as a Bill for an Ordinance on the City’s official website beginning on the 3rd day of August, 2011 for thirty (30) days.

__________________________
James K. Woodward, Mayor

ATTEST:

__________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 1st day of August, 2011.

__________________________
Loucrishia A. Ellis
COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is made this ______ day of ____________, 2011, by and between the CITY OF ENGLEWOOD, COLORADO, a Municipal Corporation of the State of Colorado (the "City"), SCHOOL DISTRICT NO. 1, ARAHPHOE COUNTY whose address is 4101 South Bancroft, Englewood, CO 80110 (the District"), and DENVER URBAN GARDENS, a non-profit corporation, duly organized under the laws of the State of Colorado, and having a place of business located at 3377 Blake Street, Unit 113, Denver, Colorado 80205 ("DUG"), and jointly referred to as the "Parties".

WITNESSETH

WHEREAS, the City has applied for and received a 2010 CPPW Grant "Communities Putting Prevention to Work" from the Tri-County Health Department for two (2) Community Gardens; and

WHEREAS, the District owns certain land at the Charles Hay and Clayton Schools; and

WHEREAS, DUG, as part of its program for developing and managing community gardens, desires to coordinate the development of community gardens at the District properties; and

WHEREAS, the Charter of the City authorizes cooperative agreements such as this entered into by the City through its Department of Parks and Recreation for development of park and recreational facilities, programs and activities; and

WHEREAS, the Parties agree that a cooperative agreement to develop and sustain these community gardens is in the interests of the School District, the City, and DUG; and

WHEREAS, the District, finds and determines that, considering the size and location of the School property, its environments, density of adjacent population and their public needs, it is proper and legitimate that a portion of the School properties be set aside and used for a community garden; and

WHEREAS, because DUG has expertise in the development and operation of such gardens, it agrees to represent the City in the development and maintenance of the gardens in cooperation with the District.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. RIGHT TO OCCUPY & USE. The District does hereby grant to DUG, and DUG does hereby accept from the District, the non-exclusive use of certain land at the Charles Hay and Clayton Schools properties, together with the improvements existing thereon, located in the City of Englewood, State of Colorado and depicted in Exhibit A (Aerial Map), attached hereto and incorporated herein by this reference, for use as a community garden by the District and neighborhood citizens. The Premises designated in Exhibit A, are accepted by DUG "as is", where is" with no warranties or representations by the District as to habitability or usability of the Premises for the intended purpose. The gardens will be developed in cooperation with the District. Both DUG and the District agree to comply with all of the conditions and regulations required by the 2010 CPPW Grant incorporated herein as Exhibit C.

2. TERM OF AGREEMENT. The term of this Cooperative Agreement shall be one year, commencing on ____________, 2011, and shall terminate on ____________, 2012, unless sooner terminated as hereinafter provided. The District hereby grants to DUG the rights to hold that certain section of the gardens pursuant to terms of this Agreement for a one (1) year with three (3) one (1) year renewals at the option of the Parties and with three (3) additional optional one (1) year periods by agreement of all parties. The Director of Parks and Recreation and the designated representative of District must be notified in writing ninety (90) days prior to the contract extension.
3. **OBLIGATION OF DUG.**

A. DUG agrees to be responsible for developing and managing the garden area in cooperation with the District, the District will collect fees for the individual garden plots. These fees will be used to pay for water and to make improvements to the garden area. DUG may also apply for grants, donations and volunteers to develop the garden area. The community gardens will be limited to the area and organized according to the layout depicted on Exhibit B (Garden Design) which is attached hereto and incorporated herein by reference. The District will maintain the school property outside of the Premises. Any changes to the garden design must be approved by both DUG and the District.

B. DUG, in partnership with the City and District, shall be responsible for setting and enforcing guidelines, rules, standards, and practices for controlling the public’s access, use and activities in and on the Premises for community garden purposes, all in accordance with this Cooperative Agreement. DUG shall obtain a waiver and release from each member of the public who elects to participate in gardening and related activities on the Premises. Because these gardens are on District property volunteers may also be subject to a District background check. Said waiver and release shall include the City and City's officers, employees, and agents as entities and persons against whom claims by the participating members of the public are being waived and released.

C. DUG agrees not to use, or permit to be used, the described Premises for any purpose whatsoever prohibited by the laws of the United States or the State of Colorado or the Charter, ordinances, rules and regulations of the City, or policies of the Department of Parks and Recreation.

D. DUG shall coordinate the installation and major operational aspects of the community garden with a representative or representatives of the District ("District Representative").

E. DUG and the District will be solely responsible for providing and paying for all improvements beyond the CPW Grant funding (Exhibit C). DUG will coordinate with the District to provide and maintain all services for the community garden and associated activities. The District will pay for water and other utilities. DUG shall fully and promptly pay for all other expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon, and City shall have no responsibility of any kind therefore.

F. DUG shall construct and maintain in a safe manner a sturdy perimeter fence around the garden area. Fence materials must be approved by the District Representative. DUG shall be responsible for securing the site in accordance with DUG practices.

G. Vehicle access to the site will be limited to delivery of bulk materials or delivery of equipment to prepare the site. There will be no regular vehicle access to garden sites for day-to-day garden care. Vehicle access will be coordinated, in advance, through the District Representative.

H. DUG and the District shall maintain all existing improvements and future improvements on the Premises in good order and repair, including fences, at its own expense, and shall keep the area free of rubbish, trash and debris, and shall be responsible for damage to the Premises and immediately surrounding property caused by misuse by its officers, employees, agents or invitees. All reasonable and prudent measures necessary shall be taken to assure that air and/or water erosion of soil are contained and mitigated. At the end of each growing season, DUG and the District shall arrange for dead or dying vegetation to be removed or trimmed back, as appropriate, and all gardening tools and garden materials to be removed from the premises or stored in an enclosed and secure garden shed on the Premises. All trash, debris, and waste must be containerized and regularly removed from the Premises by the District.
I. DUG shall have the right to place and use on the Premises equipment, fixtures, garden shed, and other items necessary for the operation of a community garden. Improvements, alterations, or installations resulting in major change to the Premises shall be subject to the approval of the District. Improvements, alterations, and installations of a permanent nature on the Premises shall not be removed by DUG at the termination of this Cooperative Agreement. Equipment and property placed by DUG at its expense in, on, or about the Premises, including fixtures temporarily affixed to the reality but which may be removed without damage, shall remain the property of DUG, and DUG shall have the right to remove all such equipment, property, and temporary fixtures and shall so promptly remove at the termination of the Cooperative Agreement.

J. No non-organic pesticides, herbicides, or other chemicals intended to kill or control insects, vermin, weeds, or unwanted vegetation and no chemical fertilizers shall be brought to, kept, or used at the community garden. DUG and the District shall be responsible for strictly enforcing this prohibition. Organic pesticides, herbicides, and fertilizers shall be utilized and in accordance with good gardening practices and manufacturer’s directions and shall be stored in leak-proof containers or off-site. The District Representative shall have the authority to specify or limit the use of any organic pesticides, herbicides, or fertilizers.

K. Any water conservation restrictions or requirements of imposed by the City or the District shall be strictly applied and enforced by DUG on the Premises.

L. The District and the City, through its Parks Representative, shall have a right of access at any time to inspect the Premises.

4. INSURANCE.

A. General Conditions: DUG agrees to secure and deliver to the District and the City’s Risk Manager at or before the time of execution of the Agreement, and to keep in force at all times during the term of this Agreement, as the same may be extended by amendment, insurance policy or policies which shall include commercial general liability, hired and non-owned auto liability, Workers’ Compensation, property coverage, and directors and officers liability to the extent and in the amounts specified in Exhibit D (DUG Insurance Policy Certificates of Insurance) to this Cooperative Agreement.

B. Proof of Insurance: DUG shall provide a copy of this Agreement to its insurance agent or broker. DUG certifies that the Certificate(s) of Insurance (COI) attached as Exhibit C complies with all insurance requirements of this Agreement. Each policy shall name the City as an Additional insured and shall waive subrogation rights against the City and District. The COI for each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, DUG shall send written notice to the Englewood Risk Manager, 1000 Englewood Parkway Englewood, Colorado 80110, and to the 4101 South Bannock, Englewood, CO 80110. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. Failure to obtain or maintain the required insurance coverage shall be grounds for suspension of DUG’s use of the Premises and possible termination of this Cooperative Agreement if not promptly remedied after written notice.

5. STATUS AND AUTHORITY OF DUG; POLITICAL ACTIVITY.

A. DUG, the District, and the City acknowledge and agree that the status of DUG shall be that of a private, non-profit corporation cooperatively working with the City and District as an independent contractor solely for the purposes set forth in this Agreement. It is not intended nor shall it be construed, that DUG’s personnel are employees of the City or District for any purpose whatsoever.
B. The scope of authority DUG may exercise shall be expressly delegated, assigned, or allowed under, or necessarily implied in, this Agreement. DUG shall have no authority to avoid, modify, or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City's police or taxing powers.

C. This Cooperative Agreement shall not be construed to grant DUG the right or power to bind, or to impose liability upon, the City or District through any contracts or agreements DUG may make, unless expressly provided herein or unless the prior, written approval of the City and District is obtained and the contract or agreement is in accordance with all applicable City ordinances and regulatory requirement. All contracts or agreements made by DUG shall be in its own name and not in the name of the City or District.

D. DUG shall at all times take such actions as may be necessary to maintain and preserve, and shall refrain from taking such actions as may be detrimental to, its status as a non-profit corporation that qualifies as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code (or any successor provision).

E. Funds raised or grants obtained by DUG, including any earnings thereon, and the Premises shall not be used by DUG in connection with any activity to further the appointment, election, defeat, or removal of any applicant, incumbent, candidate for public office or take any activity undertaken to influence the passage, defeat or final content of any legislation or ballot proposal unrelated to furthering or implementing the Master Plan.

6. TERMINATION AND SURRENDER OF PREMISES.

A. The City and the District shall have the right to terminate this Cooperative Agreement and may repossess the Premises, in the event of a default of DUG under this Cooperative Agreement, unless the breach or default, specified in written notice to DUG, has been cured within the time specified in the notice.

B. In the event the Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders the Premises largely unusable, without repair or rebuilding, as a community garden, neither party may but shall be obligated to rebuild or repair such damaged or destroyed portions. In the event either party elects, by written notice, not to proceed with the rebuilding or repair of the Premises or should fail to proceed with such repair or rebuilding within six (6) months after the damage or destruction, then this Cooperative Agreement shall automatically terminate.

C. DUG agrees to deliver up and surrender to the District possession of the Premises at the expiration or termination of this Cooperative Agreement, by lapse of time or otherwise, in as good repair as when DUG obtained the same at the commencement of said term, excepting only ordinary wear and decay or damage by the elements or Act of God or by civil unrest, war, or acts of terrorism, unless said damage was caused by the fault of DUG or other persons permitted by DUG to enter or occupy said Premises or any part thereof.

D. Either party may terminate this contract, with or without cause, with a thirty day written notice (With Cause: Seasonality of termination. Give consideration to complete season: March 1st through October 15th). Notice of termination shall be sent to the Director of DUG, the Director of Parks and Recreation and the District Representative.

7. NOTICES. All notices required to be given to DUG hereunder shall be given by certified or registered mail, return receipt requested, addressed to it at the address contained on Page 1 of the cooperative Agreement; all notices required to be given to the City hereunder shall be given by certified or registered mail, return receipt requested, addressed to the Director of Parks and Recreation, 1155 W. Oxford Avenue, Englewood, Colorado 80110, to the City Attorney's Office for the City of Englewood 1000 Englewood Parkway Englewood, Colorado 80110 and to the District at
4101 South Bannock, Englewood, Colorado 80110. Any party may designate in writing, from time to time, substitute addresses or persons in connection with the said notices.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event shall any action by the City or District hereunder constitute or be construed to be a waiver by the City or District of any breach of covenant or condition or any default which may then exist on the part of DUG, and the taking of any such action when any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City or District with respect to such breach or default, and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Cooperative Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

9. EXAMINATION OF RECORDS. DUG agrees that any duly authorized representative of the City or District shall have access to and the right to examine any directly pertinent books, documents, papers and records of DUG, involving transactions related to this Cooperative Agreement.

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

11. DISCRIMINATION. DUG agrees to comply with all applicable laws concerning non-discrimination against persons because of their race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability in connection with membership on the board of directors of DUG and its activities and actions relating to the Premises. In connection with the performance under this Cooperative agreement, DUG agrees 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 further agrees to insert the foregoing provision in all subcontracts or agreements it may enter.

12. SIGNAGE. Signs may be posted as necessary for directional, informational, or regulatory purposes. The signs shall include an acknowledgement of the District ownership and of the cooperative effort between the City, the District and DUG. All signage must conform to the City of Englewood rules, regulations and signage code.

13. AMERICANS WITH DISABILITY ACT. The parties recognize that the District is subject to the provisions of Title II of the American with Disabilities Act ("ADA") and that DUG is subject to the provisions Title III of ADA. The Englewood Depot property, together with the common areas inside, is accessible to and usable by individuals with disabilities, consistent with the rights and obligations of the District pursuant to Title II of the ADA. The District shall be responsible for ensuring that the policies, practices and procedures it applies in its ownership and operation of the Premises are in compliance with Title II of ADA.

DUG represents that it has viewed or otherwise apprised itself of such access to the Premises and common areas and accepts such access, common areas and other conditions of the Premises as adequate for DUG's responsibilities under the ADA. DUG shall be responsible for ensuring that the Premises complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as DUG modifies, rearranges or sets up in the facility in order to accommodate DUG's usage. DUG shall be responsible for any violations of the ADA that arise from DUG's modification of the Premises in order to accommodate DUG's usage. DUG shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies are in compliance with the ADA.
14. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. DUG and the District, its officers, agents, and employees, shall cooperate and comply with the City of Englewood's Drug and Alcohol Use Policy. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the District's barring DUG personnel from District facilities or participating in District operations.

15. COLORADO GOVERNMENTAL IMMUNITY ACT. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently $150,000.00 per person, $600,000.00 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq.

16. CITY FINANCIAL COMMITMENTS. Financial commitments of the City to make any contract or do anything binding on or impose upon the City any liability to pay money are contingent upon a definite amount of money having been identified in a current appropriation, or in a fund not subject to appropriation, for the liquidation of all pecuniary liabilities so incurred.

17. TAXES, LATE CHARGES, AND PENALTIES. The City shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided by City ordinance. The City is a tax exempt entity.

18. ENVIRONMENTAL PROTECTION.

A. DUG shall comply with the applicable Federal, State and local laws, regulations, and standards that are or may become applicable to DUG's activities at the Premises.

B. DUG shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operation under this Cooperative Agreement, independent of any existing permits.

C. DUG shall save, indemnify and hold harmless the City and District from any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, disposal, or any other acts or omissions by DUG, its officers, agents, employees, contractors or subleases, or the invitees of any of them, giving rise to City or District liability, civil or criminal, or responsibility under Federal, State or local environmental laws. This provision shall survive and expiration or termination of this Cooperative Agreement, and DUG's obligations hereunder shall apply whenever the City incurs costs or liabilities for DUG's actions of the types described in this Section.

D. The City's rights under this Cooperative Agreement specifically include the right for City officials to inspect, upon reasonable notice, the Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the City is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. DUG shall have no claim on account of any entries against the City or any officer, agent, employee, or contractor thereof.

E. DUG agrees that the City and District assumes no liability to DUG should hazardous waste cleanup requirements, whether imposed by law or regulatory agencies, interfere with DUG's use of the Premises. DUG shall have no claim on account of any such interference against the City or any officer, agent, employee or contractor thereof.

F. DUG must comply with all Federal, State and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. DUG will not accomplish any treatment, storage, or disposal of hazardous waste unless DUG is in possession of a valid permit issued to it under the Resource Conservation and Recovery Act, as amended.
G. DUG must maintain and make available to the City and District all records, inspection logs, and manifests that track the generation, handling, storage, treatment and disposal of hazardous waste, as well as all other records required by applicable laws and requirements. The City and District reserve the right to inspect the Premises, DUG records for compliance with Federal, State and local laws, regulations and other requirements relating to the generation, handling, storage, treatment and disposal of hazardous waste, as well as to the discharge or release of hazardous substances. Violations will be reported by the City or District to appropriate regulatory agencies, as required by applicable law. DUG will be liable for the payment of any fines and penalties which may accrue as a result of the actions of DUG.

H. DUG shall comply with all requirements of the Federal Water Pollution Control Act, the National Pollutant Discharge Elimination System (NPDES), and any applicable State or local requirements.

I. DUG shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act (RCRA), or its State equivalent and any other applicable laws, rules or regulations. DUG must provide at its own expense such hazardous waste storage facilities which comply with all laws and regulations as it may need for such storage. Any violation of the requirements of this provision shall be deemed a material breach of this Cooperative Agreement. Notwithstanding any other provisions of this Cooperative Agreement, DUG shall not store or otherwise allow hazardous waste to remain at the Premises without the express written consent of the Director.

J. DUG shall not, under any circumstances, use, own, possess or allow the presence of any nuclear or radioactive material at the Premises.

K. DUG acknowledges that lead-based paint or asbestos may be present in and on facilities, equipment, or land within the Premises. The City, District or other authorized entities may conduct surveys to determine the existence and extent of any possible lead-based paint or asbestos. DUG will be notified if the City or District determines there is lead-based paint or asbestos on the Premises. Prior to beginning any alteration or modification, DUG must test any paint or potential asbestos material which would be disturbed unless a conclusive determination has been made that lead-based paint or asbestos is not present. DUG is required to handle all lead-based paint or asbestos material in accordance with all applicable Federal, State, and local laws and regulations.

20. SUCCESSORS IN INTEREST. Each and every one of the benefits and burdens of this Cooperative Agreement shall be binding upon and inure to the benefit of the parties hereto and upon the assigns or successors in interest of the parties hereto.

21. AMENDMENTS. No amendments to this Cooperative Agreement may be made except in writing, agreed to by all parties to this Cooperative Agreement, and approved and executed in the same manner as this Cooperative Agreement.

22. ASSIGNMENT. The City, the District and DUG acknowledge and agree that this Cooperative Agreement and the rights and obligations thereunder shall not be assigned or otherwise transferred to another party.

23. VENUE AND GOVERNING LAW.

A. The Charter and Revised Municipal Code of the City of Englewood, as the same may be amended from time to time, are expressly incorporated, as if fully set out in this Cooperative Agreement, by this reference.
B. This Cooperative Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado, the Charter and ordinances of the City and the rules and regulations of the District.

C. Venue for any and all legal actions arising hereunder shall lie in the Municipal Court in and for the City of Englewood, State of Colorado.

24. INTEGRATION. This Cooperative Agreement is intended as the complete integration of all understandings between the City, the District, and DUG. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Cooperative Agreement in writing. Any oral representation by any officer or employee of the City or District at variance with terms and conditions of this Cooperative Agreement or any written amendment to this Cooperative Agreement shall not have any force or effect nor bind the City.

25. SEVERABILITY. The City, District and DUG agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado or the federal government, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the liability of the City or District, 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.

26. CLAIMS. In the event that any claim, demand, suit, or other action is made or brought in writing by any person, firm, corporation, or other entity against DUG related in any way to this Cooperative Agreement, DUG shall give written notice thereof to the City and District within five (5) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification and shall include a copy of any such claim, demand, suit, or other action received by DUG. Such written notice shall be delivered either personally or by mail to the address of the City and District specified in the notice provision of this Cooperative Agreement.

27. LIENS AND LICENSES. DUG shall not permit any mechanic's or materialman's lien or any other to be imposed and remain for more than Ninety (90) days upon the property of the City or any part or parcel thereof by reason of any worker labor performed or materials furnished by any person, partnership, association of persons, company, or corporation, to or for DUG, either pursuant to C.R.S. 38-26-107, as amended, or by other authority. DUG shall pay promptly when due, all bills, debts and obligations incurred in connection with this Cooperative Agreement and shall not permit same to become delinquent and shall suffer no lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City or District. DUG may, diligently and in good faith, resist or contest the application or imposition of any such tax, fee, lien, bill, debt, or obligation, in which case the same shall not be considered due, owing or imposed for the purposes of this Cooperative Agreement until final adjudication of validity.

28. AGREEMENT CHANGES/ADJUSTMENTS. Any changes or adjustments to this agreement must be approved by the Director of Parks and Recreation and the District Representative.

29. CITY EXECUTION OF AGREEMENT. This Cooperative Agreement is expressly subject to, and shall not be or become effective or binding on the City until approved by Englewood City Council by ordinance and fully executed by all signatories of the City of Englewood.

30. DISTRICT EXECUTION OF AGREEMENT. This Cooperative Agreement is expressly subject to, and shall not be or become effective or binding on the District until approved by District School Board and fully executed by all signatories of the District School Board.
31. LEGAL AUTHORITY.

A. DUG, the City and the District each assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Cooperative Agreement.

B. The person or persons signing and executing this Cooperative Agreement on behalf of DUG, the City and the District, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Cooperative Agreement on behalf of DUG, the City and the District and to validly and legally bind DUG, the City and the District to all the terms, performances and provisions herein set forth.

C. The City and District shall have the right, at its opinion, to either temporarily suspend or permanently terminate this Cooperative Agreement, if there is a dispute as to the legal authority of either DUG or the persons signing the Cooperative Agreement to enter into this Cooperative Agreement. The City and District shall not be obligated for any performance of the provisions of this Cooperative Agreement after the City has suspended or terminated this Cooperative Agreement as provided in this Section.

31. COUNTERPARTS OF THE CONTRACT. This Cooperative Agreement will be executed in counterparts, each of which shall be deemed to be an original, and each of such counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF ENGLEWOOD

ATTEST:

By__________________________

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

RECOMMENDED AND APPROVED:

__________________________

Trump Black

Director of Parks & Recreation
DENVER URBAN GARDENS "DUG"
IRS Identification No. 74-2374848

By:

STATE OF COLORADO  )
COUNTY OF Arapahoe ) ss.

Subscribed and sworn to before me this 11 day of July, 2011, by Michael J. Buchenau
as Executive Director of Denver Urban Gardens "DUG".

My Commission expires: 12-17-18

Notary Public Address
1155 W. Oxford Ave.
Englewood, CO 80110

SCHOOL DISTRICT NO. 1, ARAPAHOE
COUNTY COLORADO

By:

STATE OF COLORADO  )
COUNTY OF Arapahoe ) ss.

Subscribed and sworn to before me this 21 day of June, 2011, by Brian Ewert
as Superintendent of School District No. 1, Arapahoe County "District".

My Commission expires: 11-17-12

Notary Public Address
4101 S. Bannock
Englewood, CO 80110

LINDA FELLING
NOTARY PUBLIC
STATE OF COLORADO
City of Englewood, Colorado

Communities Putting Prevention to Work
Grant Application

Charles Hay World School and Clayton Elementary
Community Gardens

Garden Site
2010 CPPW GRANT CONTRACT
COMMUNITIES PUTTING PREVENTION TO WORK

Date: October 22, 2010

TCHD:                   GRANTEE:
Tri-County Health Department                      City of Englewood
6162 South Willow, Suite 100                 Parks and Recreation
Greenwood Village, Colorado 80111                1555 West Oxford Avenue
Phone: 720-200-1528                            Englewood, Colorado 80110
Fax: 303-220-9208                               Attn: Joe Sack

Grant Number: CPPW2010-024   DUN Number: 075750133

Grant Project: Community Gardens

Grantee Project Director: Joe Sack

Grant Funds: $83,262

Grant Term: October 7, 2010 thru March 18, 2012

Grant Documents:
Exhibit A - Grant Proposal - Dated October 7, 2010
Exhibit B - Scope of Work
Exhibit C - Budget
Exhibit D - Form of Progress Report (See Scope of Work)
Exhibit E - Form of Final Report (March 18, 2012)
Exhibit F - Form of Financial Report (See Scope of Work)
Exhibit Z - Illegal Alien Provisions

Each of the foregoing definitions shall be deemed a substantive part of this Contract, and the
foregoing Exhibits shall be deemed incorporated herein by reference.

AGREEMENT

This 2010 CPPW Grant Contract ("Contract"), is made effective as of October 7, 2010 by and
between the Tri-County Health Department ("TCHD"), and City of Englewood Parks and
Recreation ("Grantee"). TCHD and Grantee may each be referred to herein, individually, as a
"Party", or collectively, as the "Parties". The terms Party and Parties shall include their
respective successors and assigns.
RECITALS

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

WHEREAS, Grantee is a local governmental entity, special district or school district within the Counties of Adam, Arapahoe and Douglas; and

WHEREAS, TCHD is participating in the national initiative Communities Putting Prevention to Work ("CPPW Initiative"), funded through the U.S. Department of Health and Human Services ("HHS"), Centers for Disease Control (CDC) which seeks to support public health efforts to increase the availability of healthy foods and beverages, improve nutrition and reduce obesity, increase physical activity; and

WHEREAS, using TCHD’s allocated funds from the CPPW Initiative, TCHD will be making grants that focus on policy, systems and environmental changes that promote healthy eating and physical activity; and

WHEREAS, Grantee has submitted the Grant Proposal, and has been awarded the Grant Funds to complete the Grant Project, subject to the terms of this Contract, and the Grant Documents, specifically including, but not limited to, the Scope of Work and Budget; and

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

1. Points of Contact: In order to implement the terms of this Contract, each party has designated a point of contact for communications concerning this Contract. The TCHD point of contact shall be Nancy Gaba, Ed.D, until changed by written notice to Grantee. The Grantee point of contact shall be the Grantee Project Director, as set forth above, until changed by written notice to TCHD.

2. Term. The term of this Contract shall be from September 1, 2010, thru March 18, 2012. No extensions or renewals of this Contract, or of the Grant Funds provided herein, shall be allowed.

3. Grant Funds. TCHD hereby awards the Grant Funds to Grantee, to be used exclusively for the purposes specified in the Scope of Work and the Grant Proposal, and in accordance with the Budget. The payment of the Grant Funds shall be made pursuant to the terms of the Scope of Work. Grantee shall directly administer the Grant Project, and agrees that no Grant Funds shall be disbursed to any individual, organization or entity other than as specifically set forth in the Grant Documents, or as may hereinafter be permitted by prior written authorization of TCHD.

4. Budget. Grantee shall use the Grant Funds according to the Budget. Grantee shall keep a systematic record on a fund accounting basis of the receipt and disbursement of the Grant Funds and the expenditures incurred under the terms of this Contract, and a copy of all substantiating
documents (such as bills, invoices, cancelled checks, receipts, etc.), which shall be retained in
Grantee’s files for a period not less than four (4) years after expiration of the Grant Term.
Grantee agrees to promptly furnish copies of such documents to TCHD upon request, or at such
earlier time as set forth herein.

5. Unspent Grant Funds: Grant Funds that have not been dispersed by TCHD to Grantee by
the end of the Grant Term, in accordance with the terms of the Scope of Work, shall not be
dispersed. On or before the expiration of the Grant Term, Grantee shall remit to TCHD all
unspent Grant Funds.

6. Limitation of Funding. It is agreed by the Parties that should HHS or CDC disapprove of
this Contract, or refuse or fail to provide TCHD with funds necessary to make the Grant, as
determined by TCHD in its sole and absolute discretion, then this Contract shall be void and
shall not be binding on the Parties hereto. Additionally, the disbursement of Grant Funds under
this Contract may be suspended or terminated in the event that Grantee refuses to accept
additional terms or conditions to this Contract that may be imposed by HHS after the effective
date of this Contract. In the event that HHS fails to provide TCHD with the funds to make the
Grant, TCHD shall notify Grantee immediately, and Grantee shall immediately cease performing
any work under the terms of this Contract until funding is made available.

7. No Guarantee of Additional Support: This Grant is accepted by Grantee with the
understanding that TCHD is not obligated to provide any additional financial support to Grantee
for the Project, or otherwise.

8. Accounting and Audit. Grantee agrees to retain all records pertinent to this Contract for
a period of four (4) years after final payment hereunder, or for such longer period as required by
State or Federal Law, including records which adequately identify the source and application of
the Grant Funds. During the Term, and as long thereafter as the records are maintained, at any
time during normal business hours, Grantee shall make available to TCHD, or to HHS, the State
and the Comptroller General of the United States, or their authorized representatives, any books,
documents, papers or other records of Grantee with respect to all matters covered by this
Contract in order to make audit, examination, excerpts, and transcripts.

9. Termination. If Grantee should fail to perform or be in breach of any of the terms,
conditions, agreements, covenants, representations or warranties contained in this Contract, and
such default is not cured for a period of thirty (30) days after written notice thereof has been
given to Grantee, TCHD, at its sole election, may immediately terminate this Contract by written
notice thereof to Grantee. In the event of termination under this Section 9, Grantee shall
reimburse TCHD for all unspent Grant Funds as of the termination date.

A. Notwithstanding the provisions of this Section 9, TCHD may terminate the
Contract immediately and receive full reimbursement of the funds granted hereunder in
the event TCHD does not receive the reports set forth in Section 15, herein, as well as
those reports that may be required by the Scope of Work.

10. Materials. TCHD shall receive copies of all surveys and tools, methodologies, studies,
evaluations, presentations, training and educational materials, reports, articles and other
publications and materials created in connection with the Grant (collectively, the “Materials”), if any, at no charge, Grantee grants TCHD a limited, non-exclusive license to use such Materials for its non-commercial purposes.

11. Work Quality. Grantee warrants to TCHD that all work performed will be of good quality, and in conformance with this Contract.

12. Acknowledgement. TCHD shall be given visibility at all symposia, conferences and other presentations or events and recognition in all printed and electronic Materials created in connection with this Grant and the CPPW Initiative. TCHD may release information regarding this Grant and the CPPW Initiative to the general public and news media. Grantee grants to TCHD a non-exclusive license to include Grantee’s name in information pertaining to the Grant that is released to the public.

13. Personnel and Subcontractors:

A. All of the work to be performed pursuant to the Scope of Work will be performed by the Grantee or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

B. None of the work to be performed by Grantee shall be sub-granted to any other party without the prior written approval of TCHD. Grantee shall only subcontract work as allowed in the Scope of Work, and in the event Grantee uses subcontractors, Grantee shall comply with all of the requirements set forth by the CDC and the HHS with regard to the use of subcontractors. Failure to obtain TCHD’s prior approval of any additional sub-grantees or subcontractors shall result in the disallowance of reimbursements for any work provided by any sub-grantee or subcontractor prior to approval of the sub-grantee or subcontractor.

C. Grantee shall obtain the appropriate back-ground checks for all employees, volunteers and approved subcontractors as may be required by State and Federal law.

14. Governmental Compliance:

A. The Parties will each comply with all applicable statutes, laws, rules, regulations, licenses, certificates, and authorizations of any governmental body or authority in the performance or carrying out of its obligations under this Contract. This Contract shall be subject to amendments of the applicable laws and regulations relating to the subject matter of this Contract. In the event any amendment to the applicable laws and regulations creates an inconsistency with the terms of this Contract, the Parties shall use their best efforts to accommodate both the terms and intent of this Contract and such amendments.

B. It is agreed by both Parties that there shall be no discrimination on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
C. Grantee will cooperate with TCHD in supplying additional information to TCHD, or in complying with any procedures which might be required by any governmental agency in order for TCHD to establish that it has observed all requirements of the law with respect to this Grant.

D. In performance of its obligations under this Contract, Grantee shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR Part 92 regarding uniform requirements for the administration of HHS grants, and principles for determining costs applicable to activities assisted by HHS grants.

15. Reporting Requirements: Grantee shall comply with the specific reporting requirements set forth in the Scope of Work, as well as the following general reporting requirements:

A. A Progress Report substantially in the form attached hereto as Exhibit D, shall be due as set forth in the Scope of Work, and shall include, but not be limited to, the following information: a reasonably-detailed accounting of Grant Funds spent to date, with a detailed explanation of any variances from the Budget, progress made toward meeting objectives outlined in the Scope of Work and Grant Proposal, copies or examples of all materials produced as a result of the Project, and signed affirmation from the authorized signatory of Grantee that the report has been reviewed and approved.

B. A Final Report substantially in the form attached hereto as Exhibit E, shall be due as set forth in the Scope of Work. In addition to the information referenced in Section 15(A), the Final Report must include an evaluation of the impact of the work completed under the Grant.

C. A Financial Report substantially in the form attached hereto as Exhibit F, shall be due as set forth in the Scope of Work, and shall include, but not be limited to, a complete accounting of all income and expenses which adequately identify the source and application of the Grant Funds, a comparison budget showing actual versus budgeted expenses, and a copy of all expense receipts for all expense Grants Funds.

16. Dispute Resolution: In the event of any dispute arising out of this Grant Contract, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree to not commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in Arapahoe County, Colorado. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declared the parties to be at an impasse.

17. Liability and Indemnification. Grantee agrees, to the fullest extent permitted by law, to indemnify and hold harmless TCHD against all claims, damages, liabilities, costs and expenses to the extent caused by acts of Grantee in connection with the Grant provided under this Contract. Each party agrees to provide the other party written notice within thirty (30) days of
the knowledge of any claim or controversy giving rise to a claim for indemnification as provided herein.

18. **Insurance.** Grantee shall maintain workers' compensation insurance, auto insurance and general liability insurance, or self-insurance, in amounts consistent with local governmental standards. Grantee may self-insure for medical and professional liability pursuant to the Colorado Governmental Immunity Act.

19. **Independent Contractors.** The Parties acknowledge that they operate independently. Neither Grantee, nor any of its agents, representatives, or employees shall be considered agents, representatives or employees of TCHD. In no event shall this Contract be construed as establishing a partnership or joint venture or similar relationship between the Parties. Each party shall be liable for its own debts, obligations, acts, and omissions. GRANTEE, ITS EMPLOYEE, VOLUNTEERS AND SUBCONTRACTORS UNDERSTAND THAT IT AND THEY ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS, WORKERS' COMPENSATION BENEFITS OR ANY FRINGE BENEFITS FROM TCHD.

20. **Controlling Documents.** Inconsistencies in the Contract Documents shall be resolved in the following order, first with this Contract controlling the rights and obligations of the Parties, second with the Scope of Work and Budget controlling, then last with the Grant Proposal controlling.

21. **Miscellaneous.**

A. **Notice.** Any notice to be given hereunder by either Party to the other may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the Parties at the addresses appearing at the beginning of this Agreement, but either Party may change its address by written notice in accordance with this paragraph.

B. **Third Parties.** This Contract does not and shall not be deemed to confer upon any third party any right to claim damages, to bring suit or other proceeding against either TCHD or Grantee because of any term contained in this Contract.

C. **Assignment.** This Contract is predicated upon Grantee's special abilities or knowledge, and Grantee shall not assign this Contract, in whole or in part, without the prior written consent of TCHD.

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

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

F. Annual Appropriation. Any financial obligation of Grantor resulting from the terms of this Agreement shall be subject to annual appropriation, pursuant to provisions of C.R.S. §29-1-110, as amended.

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

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

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

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

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS)
L. Governing Law. This Contract shall be governed by the laws of the state of Colorado.

IN WITNESS WHEREOF, the Parties have caused this 2010 CPPW Grant Contract to be executed by its duly authorized representatives.

<table>
<thead>
<tr>
<th>TCHD: TRI-COUNTY HEALTH DEPARTMENT</th>
<th>GRANTEE: City of Englewood Parks &amp; Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>Name: Richard L. Jost, CHAP</td>
<td>Name: James K. Woodward</td>
</tr>
<tr>
<td>Title: Executive Director</td>
<td>Title: Mayor</td>
</tr>
</tbody>
</table>

12/29/10
EXHIBIT A and B

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

GRANT PROPOSAL
SCOPE OF WORK

Attached hereto, and incorporated herein by reference.
**APPLICATION FORM**

1. Applicant Information

<table>
<thead>
<tr>
<th>Organization</th>
<th>City of Englewood Department of Parks and Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director</td>
<td>Jerrell Black</td>
</tr>
<tr>
<td>Director has approved proposal</td>
<td>Yes</td>
</tr>
<tr>
<td>Contact name</td>
<td>Gary Hultberg</td>
</tr>
<tr>
<td>Title</td>
<td>Recreation Manager</td>
</tr>
<tr>
<td>Street address 1</td>
<td>1155 W. Oxford Ave.</td>
</tr>
<tr>
<td>City</td>
<td>Englewood</td>
</tr>
<tr>
<td>State</td>
<td>Colorado</td>
</tr>
<tr>
<td>Zip</td>
<td>80110</td>
</tr>
<tr>
<td>Email 1</td>
<td><a href="mailto:ghultberg@englewood.gov">ghultberg@englewood.gov</a></td>
</tr>
<tr>
<td>Phone 1</td>
<td>303-762-2682</td>
</tr>
<tr>
<td>Web site</td>
<td><a href="http://www.englewoodgov.org">www.englewoodgov.org</a></td>
</tr>
<tr>
<td>Type of applicant</td>
<td>Local government</td>
</tr>
<tr>
<td>Are you submitting a coordinated proposal?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, who are your partners?</td>
<td>Englewood Public School District</td>
</tr>
<tr>
<td></td>
<td>Denver Urban Gardens</td>
</tr>
</tbody>
</table>
2. **Focus area and population.** Double space 12 point Times New Roman. Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

**Describe population**

The Englewood Community Garden Program will be open to all to participate however with a focus given to elementary school children and their families to educate them on how to choose as well as provide healthier food choices. The City of Englewood has a population of 32,121 with 3,427 K-12 students enrolled in the Englewood Public School District. As obesity and disease rates continue to rise, efforts such as the Community Garden Program are proven methods of improving a community's overall health. By focusing on school children and their families, we will be improving our entire population generation by generation.

**Geographic Community or Communities**

The City of Englewood is a full service city that is centrally located within the Denver Metropolitan area. Easily accessible, Englewood is ideally situated for residents, businesses, and visitors. Englewood boasts a strong employee base and business-friendly government. Englewood's 6.9 square miles offers small town convenience with big city amenities. The Community Garden locations were selected, with our partners, to provide the most benefit to our community by distributing locations geographically throughout Englewood in order to complete our community garden program. The Garden locations are Charles Hay Elementary School, 5195 S. Lafayette Street and Clayton Elementary School, 4600 S. Fox Street.
### 3. Selected Activity(ies) (30 points)

#### Proposed Activity

The Department is proposing the development of two community gardens within the City of Englewood. The gardens would be located at Charles Hay Elementary School, 3195 S. Lafayette Street and Clayton Elementary School, 4600 S. Fox Street. A community garden, as simply defined by the American Community Garden Association (ACGA), is any piece of land gardened by a group of people. It can be urban, suburban, or rural. It can grow flowers, vegetables, or a community. It can be one community plot, or can be many individual plots. It can be at a school, hospital, or in a neighborhood.

Benefits of Community Gardens include: improves the quality of life for the people in the community, provides a catalyst for neighborhood and community development, stimulates social interaction, encourages self-reliance, beautifies neighborhoods, produces nutritious food, reduces family food budgets, conserves resources, creates opportunity for recreation, exercise, therapy, and education, reduces crime, preserves green space, provides opportunities for intergenerational and cross-cultural connection.

#### Anticipated policy, systems or environmental change/outcome resulting from the activity

The Englewood Parks and Recreation Department has a rich history of strategic planning for immediate and long term environmental development of parks and open space and their related recreational opportunities. The development of the Community Gardens would further our progress. The Community Gardens will create partnership agreements and additional use agreements, establishing access to water, land usage and responsibilities. Policies developed will guarantee public access and provide community members with healthy choices that are apparent from a community garden. Environmental changes will include redevelopment of under used land, access to exercise, healthy food choices and the development of a stronger community.
**What you will do to implement the activity**

The process to develop the Community Garden will follow these steps at both locations. The Parks and Recreation Department, along with our partners, will complete the necessary work to open each garden. The gardens would be open and available by planting season of 2011. Steps include: Forming a neighborhood planning/steering committee. Committee members will include gardeners, neighbors, students and partners. Develop a leadership team of volunteers who want to be active in our community and provide access to healthy alternatives. Create and finalize intergovernmental and garden agreements. Analysis of specific site locations for community garden. Complete soil tests. Create garden designs. Each site has its own specific needs and garden designs will accommodate each location. Finally, prepare and develop site, organize the garden, determine guidelines and distribute plots to participating gardeners. Open garden for planting and evaluate.

**Why you think these activities can achieve this outcome**

In 2010, Englewood Parks and Recreation Department, in partnership with Denver Urban Gardens (DUG), opened its first community garden. With support from the community this garden is an overwhelming success and has led to additional partners coming forward requesting a garden in their neighborhood. Outcomes noted from our first garden and expected outcomes from expansion include: improving the quality of life for the gardeners as well as the community, stimulating social interaction, encouraging self-reliance, beautifying neighborhoods, producing nutritious food, conserving resources, all garden plots are used, fifteen percent of grown produce donated to local food banks, and creating opportunities for recreation, exercise and education. The Community Gardens will be evaluated upon: the community impact, number of participants, educational programs offered and the increased production of healthy grown food.

Page limit for Box 3 is 2 per proposed activity.
4. Timeline of steps and milestones

Provide a brief description of main steps to implement activity and who (staff name or position/organization) will do them.

<table>
<thead>
<tr>
<th>Step</th>
<th>Quarters 1 to 7</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th>Who is responsible?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form a neighborhood planning/steering committee.</td>
<td></td>
<td>9/1/10</td>
<td>12/1/10</td>
<td>3/1/11</td>
<td>6/1/11</td>
<td>X</td>
</tr>
<tr>
<td>Finalize MOU and inter-governmental agreements.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Analysis of specific site locations for community garden at both schools.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Create garden designs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Prepare and develop site.</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Organize the garden, determine guidelines and distribute plots.</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Open garden.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Evaluate.</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
5. Coordination with partners, collaborators and/or subcontractors. Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

<table>
<thead>
<tr>
<th>Partner</th>
<th>Partner Staff</th>
<th>Role</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Executive Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Englewood Public School District</td>
<td>Dave Henderson,</td>
<td>Land owner and water access. Will take active role in developing gardens. Will develop education component and lead ongoing maintenance.</td>
<td>Collaborator with independent funding.</td>
</tr>
<tr>
<td></td>
<td>Director of Operations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page limit for Box 5 is 2.
6. Health inequities (20 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

<table>
<thead>
<tr>
<th>How activity(ies) will reduce health inequities</th>
</tr>
</thead>
<tbody>
<tr>
<td>By developing a community garden program, the City of Englewood intends to reduce health inequities by providing access to healthy and natural food choices and opportunities for physical activity. The City of Englewood intends to target the population groups that are most affected by chronic disease, poor nutrition, and physical inactivity; however, a community garden program will positively affect all community members by encouraging healthy eating and active living. The Community Gardens will provide elementary school children and their families with opportunities to grow and harvest fresh produce. Participation in community gardens will teach families how to make healthier food choices and give them opportunities for recreation, socialization and exercise. With heart disease the second leading cause of death in Arapahoe County and in Colorado overall, community gardens can help combat major risk factors such as: high cholesterol, high blood pressure, diabetes, physical inactivity and obesity.</td>
</tr>
</tbody>
</table>

The proposed Community Garden activity and investments will not increase any inequities.
7. Value of investment (10 points) Replace the questions with your answers for more space.

<table>
<thead>
<tr>
<th>Number of people affected by activity.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The first year the Community Gardens open there will be an immediate impact. Averaging 20 full plots per garden, with both shared and full plots, modest expectations of 30 households per garden would be achieved. Based upon an average of four individuals per household a total of 120 individuals per garden (grand total of both gardens is 240 individuals) would be directly affected by this activity. In addition each location will have an educational component provided by the Englewood Public School District with direct contact to 400 students per garden. Considering the direct impact and indirect impact with the neighbors, community, and food bank donations our community garden program will positively affect 1,500 individuals per year.</td>
</tr>
</tbody>
</table>

Page limit for Box 7 is 0.5 (12 lines double spaced).

8. Sustainability (10 points) Replace the questions with your answers for more space.

<table>
<thead>
<tr>
<th>How activity will have a lasting impact after funding ends on March 18, 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>The community gardens are a sustainable project for years to come. Once the gardens have been installed, the gardens will have minimal ongoing expenses. After the funding period the gardens will be sustained by the volunteer labor of the steering committee and affordable plot fees to cover expenses such as water. Those individuals who choose to become a gardener typically take ownership of their community garden, which leads to the garden becoming more and more self-sufficient. Gardeners recruit sponsors and get donations as well as organize collaborative work days all to benefit the community garden. Ongoing support will also be provided by all partners.</td>
</tr>
</tbody>
</table>

Page limit for Box 8 is 0.5 (12 lines double spaced).
9. Organization capacity and experience (10 points)

Past experience doing similar activities

The Department of Parks and Recreation's mission is to provide quality programs, activities, and facilities that promote healthy lifestyles for citizens of all ages. The Department partners with other city departments, government agencies, non-profit organizations and schools to meet mission goals. Partnering with Englewood Public School District and DUOG to plan and complete two additional community gardens within Englewood is a good fit with the Department's goal of providing healthy environments and fighting obesity. Englewood Parks and Recreation Department has continually used strategic planning for immediate and long-term environmental development of parks and open space and their related recreational opportunities. Major projects that were managed by Parks and Recreation staff included: the passage of a general obligation bond that provided for the expansion of the Englewood Recreation Center and the Malley Senior Recreation Center, construction of Pirates Cove Water Park, substantial redevelopment of the Englewood Golf Course, which reopened as Broken Tee, Englewood, and several park redevelopment projects funded by Arapahoe County Open Space share back and grant funding. In 2003, the Department participated in the City's Comprehensive Plan development which features bold new policies for shaping the City's future over the next twenty years. In addition, the Department completed a Parks and Recreation Master Plan in 2006 which provides a new direction for park, open space and trail planning for the next five to ten years. In 2009-10 the Department and DUOG developed and opened the first community garden in Englewood with tremendous success.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Skills</th>
<th>Degrees/Credentials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jerrell Black</td>
<td>Director of Parks and Recreation</td>
<td>Management, public policy</td>
<td>B.S. Education Certified Parks and Recreation Professional</td>
</tr>
<tr>
<td>Gary Hultberg</td>
<td>Recreation Manager</td>
<td>Administration, project management</td>
<td>B.S. Parks &amp; Recreation Administration</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Specialization</td>
<td>Education</td>
</tr>
<tr>
<td>------------</td>
<td>---------------------------------</td>
<td>-----------------------------------------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>Dave Lee</td>
<td>Open Space Manager</td>
<td>Project management, construction</td>
<td>B.S. Plant Science Certified Arborisi Certified Parks and Recreation Professional</td>
</tr>
<tr>
<td>Joe Sack</td>
<td>Facility/Program Supervisor</td>
<td>Community Liaison</td>
<td>B.S. Recreation Certified Parks and Recreation Professional</td>
</tr>
<tr>
<td>Parks Staff</td>
<td>Parks Crew Members</td>
<td>Irrigation, construction</td>
<td>Park Certifications</td>
</tr>
</tbody>
</table>

**Organizational resources available for carrying out proposed work**

The Parks and Recreation Department possesses the capacity and resources to complete this project, including office space, computers, and accounting system, as well as the ability to hire staff or manage consultants if needed. The Department has the ability to collect and report required fiscal and programmatic information. The City of Englewood uses a fund accounting structure defined by Governmental Accounting Standards Board guidelines.

**Experience and capacity for working in partnerships and coalitions**

Joe Sack, Facility/Program Supervisor, will represent the City of Englewood Parks and Recreation Department on the CPPW Coalition. Joe has been with the City for over sixteen years and has extensive experience working with boards, commissions, and community groups. Estimating workload responsibilities, staff time availability to work with the Coalition would vary between 3-5 hours per month. Additional hours could be devoted based upon Coalition Activities.

<table>
<thead>
<tr>
<th>Coalition or partnership</th>
<th>Role</th>
<th>Years in which participated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colorado Physical Activity and Nutrition (COPAN)</td>
<td>Partner</td>
<td>2005 - present</td>
</tr>
<tr>
<td>Fall Prevention Network</td>
<td>Partner</td>
<td>2002 - present</td>
</tr>
<tr>
<td>Live Well Colorado</td>
<td>Partner</td>
<td>2005 - present</td>
</tr>
<tr>
<td>Englewood Schools - 21st Century Community</td>
<td>Partner</td>
<td>2001 - 2005; 2009 - present</td>
</tr>
<tr>
<td>Learning Centers Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volunteers of America (VOA)</td>
<td>Partner</td>
<td>1979 - present</td>
</tr>
</tbody>
</table>
10. Community involvement (10 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

<table>
<thead>
<tr>
<th>Prior experience with each community selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Parks and Recreation Department has an extensive history and experience working with community members. We work with youth, families and seniors to meet their service and recreational needs on an ongoing basis. The Department values community input and participation, we are in the people business.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Community involvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Englewood Parks and Recreation Department will partner with the Englewood Public School District and Denver Urban Gardens (DUG) to complete this project. Each partner took an active role in the development of this application by contributing general information about their organizations, determining their roles and developing the budget. The mission of Englewood Schools is dedicated to safe, caring, progressive, community-centered schools, and to develop the full potential of all students as contributing members of a rapidly changing world through academically excellent educational programs. Englewood Public School District will be providing the land, water access and staff resources to develop and maintain the gardens. The School District will also provide the educational programming for the youth as well as the entire Englewood Community. DUG offers neighborhoods the essential resources for community gardens, including on-going technical expertise with designing and building gardens; supporting garden organization, leadership, outreach and maintenance; utilizing gardens as extraordinary places for learning and healthy living; and linking gardens with related local food system projects and policy. DUG envisions a thriving and connected network of deeply-rooted community gardens, conceived of, cultivated and supported by local residents and institutions throughout the urban neighborhoods of greater Metro Denver.</td>
</tr>
</tbody>
</table>

Page limit for Box 10 is 1.
11. Feasibility of completing activity within 19 months (10 points) Replace the questions with your answers for more space. The boxes will expand, but please stay within the page limit.

The Community Garden Program will be coordinated through the Englewood Parks and Recreation Department, with the support of our partners Englewood Schools and Denver Urban Gardens (DUG). With the Department’s recent completion of a community garden we have found that we have the sufficient resources to expand our program. Forming a neighborhood planning/steering committee will begin immediately. This leadership team of volunteers who want to be active in our community and provide access to healthy alternatives will continually guide us through the development process. Analysis of specific site locations for the gardens will begin shortly after the steering committee is in place. The garden designs will accommodate each garden site with its own unique characteristics and specific needs. The Parks and Recreation Staff are familiar with both locations and have vast experience in landscaping and irrigation. This will ensure that the work can begin immediately and be completed during the funding period for both community garden locations.

Soil tests and water tap issues have been identified as potential obstacles, but alternative plans such as modifying locations will be considered if issues develop.

Letters of Agreement are attached and have also been included with application as a PDF.
## 12. Budget Form

<table>
<thead>
<tr>
<th>Row</th>
<th>Positions</th>
<th>Salary</th>
<th>Fringe</th>
<th>Requested, 7/23/10 to 3/18/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Joe Sack, City of Englewood Project Management</td>
<td>$3,695.</td>
<td>$1,219.</td>
<td>$4,914.</td>
</tr>
<tr>
<td>2</td>
<td>Dave Henderson, Englewood School District Project Management</td>
<td>$3,600.</td>
<td>$1,188.</td>
<td>$4,788.</td>
</tr>
<tr>
<td>3</td>
<td>Consultant costs</td>
<td></td>
<td></td>
<td>$5,400.</td>
</tr>
<tr>
<td>4</td>
<td>Denver Urban Gardens</td>
<td></td>
<td></td>
<td>$63,115.</td>
</tr>
<tr>
<td>5</td>
<td>Supplies</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Irrigation</td>
<td>$19,200.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amend Garden Soil</td>
<td>$1,200.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pathways</td>
<td>$2,300.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Perimeter Fencing</td>
<td>$16,000.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tool Shed and Compost Bins</td>
<td>$5,800.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plantings</td>
<td>$2,995.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Signage</td>
<td>$4,400.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lumber</td>
<td>$11,220.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Equipment</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>Travel</td>
<td></td>
<td></td>
<td>$563.</td>
</tr>
<tr>
<td>8</td>
<td>Sub-contracts</td>
<td></td>
<td></td>
<td>$4,700.</td>
</tr>
<tr>
<td></td>
<td>Irrigation</td>
<td>$3,200.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Garden Soil - Pathways</td>
<td>$1,500.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fencing</td>
<td>$0.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tool Shed and Compost Bins</td>
<td>$0.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plantings</td>
<td>$0.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Signage</td>
<td>$0.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Other</td>
<td></td>
<td></td>
<td>0</td>
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<tr>
<td>10</td>
<td>Subtotal</td>
<td></td>
<td></td>
<td>$83,480.</td>
</tr>
<tr>
<td>11</td>
<td>Indirect</td>
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<td></td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>Grand total</td>
<td></td>
<td></td>
<td>$83,480.</td>
</tr>
</tbody>
</table>
13. Budget Narrative
Row 1. Salaries:
Joe Sack (Staff) and Dave Henderson (Schools Representative) will manage and coordinate project.
Breakdown as follows:
City of Englewood – 5% of staff salary $3,695.
School District – 5% of staff salary $3,600.
Total Salary: $7,295.

Row 2. Fringe benefits: Each staff person receives fringe benefits (health insurance, dental insurance, etc.) of 33%.
Total salary $7,295 × 33% = $2,407.

Row 3. Consultants: Denver Urban Gardens is a partner of this project as well as offers consultant services.
Project Management
- Design, community organization, construction management $1,500.
- Volunteer coordination, materials scheduling $2,400.
- Leadership, horticulture and compost training $1,500.

Row 4. Supplies:
Irrigation
- Water tap and fees: ($8,000 per site) $16,000.
- Backflow and cage/sub-meter drain/drip system $1,900.
- PVC pipe, couplers and spigots $500.
- Hose Reel Posts (10 - $50/each) $800.
Amend Garden Soil
- Compost (60 yds, $20/yard) $1,200.

Pathways
- Weed Barrier $500.
- Crusher-fine gravel (90 tons - $20/ton) $1,800.

Perimeter Fencing
- Black coated chain link (1500 ft - $10/ft) $15,000.
- Gates (4 - $250/each) $1,000.

Tool Shed and Compost Bins
- Shed (2 - $2,500/each) $5,000.
- Compost Bins (4 - $200/each) $800.

Plantings
- Perimeter Hedge (135 - $15/each) $2,025.
- Perimeter Beds (85 - $7/each) $595.
- Mulch for beds (15 yds, $25/yard) $375.
**Signage**

- Garden Sign (2 - $1,000/each)  $2,000.
- Information Board (2 - $1,200/each)  $2,400.

**Lumber**

- Redwood for raised beds and edging of plots (2,200 ft - $5.10/lin ft)  $11,220.

**Row 5. Equipment:** All necessary equipment will be provided by partners to complete this project.

**Row 6. Travel:** Consultant Travel

- Consultant Travel (75 trips x ave. 15 mile/trip x $.50)  $563.

**Row 7. Sub-contracts:** Labor and Installation

- Irrigation  $3,200.
- Garden Soil - Pathways  $4,500.
- Fencing - Installation included in estimate  $0.
- Tool Shed and Compost Bins - Installation included in estimate  $0.
- Planting - Volunteer Gardeners installed  $0.
- Signage - Installation included in estimate  $0.
- Lumber - Volunteer Gardeners installed  $0.

**Row 8. Other:** Telephone, Internet, postage, deliveries, printing, copies, rent, and utilities will be provided by the partners to complete this project.

**Row 10. Indirect:** All indirect overhead costs will be provided by the partners to complete this project.

**In-kind resources:**

- From other sources:
  - The partners will contribute the additional staff hours plus any needed administrative support, supplies, travel (mileage), any additional costs for materials production; and any additional indirect costs to complete this project.

Budget narrative page limit is 3.
<table>
<thead>
<tr>
<th>Date:</th>
<th>July 19, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following organizations:</td>
<td>Englewood Public School District</td>
</tr>
<tr>
<td>Agree to complete the following activities:</td>
<td>Assist with the planning, development and ongoing sustainability of the Community Gardens at Charles Clay Elementary School, 315 S. Lafayette St., Englewood and Clayton Elementary School, 4600 S. Fox, Englewood.</td>
</tr>
<tr>
<td>These organizations will complete a formal agreement through a subcontract, memorandum of agreement or other specified mechanism by what date?</td>
<td>December 1, 2010</td>
</tr>
<tr>
<td>What type of agreement mechanism will be used?</td>
<td>Community Garden Agreement</td>
</tr>
<tr>
<td>I understand my role and the project budget.</td>
<td></td>
</tr>
<tr>
<td>Signatures:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Brian Bowen</td>
</tr>
<tr>
<td></td>
<td>Superintendent</td>
</tr>
</tbody>
</table>
Letter of Agreement Form

<table>
<thead>
<tr>
<th>Date:</th>
<th>July 19, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following organizations:</td>
<td>Denver Urban Gardens</td>
</tr>
<tr>
<td>Agree to complete the following activities:</td>
<td>Assist with the planning, development and ongoing sustainability of the Community Gardens at Charles Hay Elementary School, 3155 S. Lafayette St., Englewood and Clayon Elementary School, 4600 S. Fox, Englewood.</td>
</tr>
<tr>
<td>The organizations will complete a formal agreement through a subcontract, memorandum of agreement or other specified mechanism by what date?</td>
<td>December 1, 2010</td>
</tr>
<tr>
<td>What type of agreement mechanism will be used?</td>
<td>Community Garden Agreement</td>
</tr>
<tr>
<td>I understand my role and the project budget.</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td>Michael Buchana</td>
</tr>
<tr>
<td></td>
<td>Executive Director</td>
</tr>
</tbody>
</table>
EXHIBIT B
2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

SCOPE OF WORK

Pursuant to the terms of the 2010 CPPW Grant Contract, the Tri-County Health Department ("TCHD") and City of Englewood ("Grantee") agree to the following Scope of Work:

I. Statement of Purpose

The purpose of the Scope of Work is the implementation of an approved project of the Grantee that is to be funded by TCHD through the "Communities Putting Prevention to Work Initiative" ("CPPW"), as awarded by the Centers for Disease Control and Prevention ("CDC"). Grantee agrees to administer and complete the proposed Project ("Project") as delineated in this Scope of Work and in the Grant Proposal, which is attached as Exhibit A.

II. CPPW Initiative Goal and Strategies

The overall goal of the CPPW Grant is to increase opportunities for residents of Adams, Arapahoe and Douglas Counties to make healthy choices related to food and physical activity by making sustainable policy, systems and environmental changes in schools and communities. The Grantee shall implement the following strategy:

1) Develop, construct, organize and plant two community gardens, one each at Englewood School District's Charles Hay Elementary School and Clayton Elementary School. If soil or water tap issues are identified, alternative school site(s) will be identified.

III. MAPPs Strategies

1) Access: Healthy food/drink availability – Establish a community garden.


IV. Specific Activities

Phase 1: 2010

Task 1: Develop Intergovernmental Agreement with Tri-County Health Department - Communities Putting Prevention to Work. Responsible Parties – Englewood Project Manager Joe Sack.

**Deliverable:** DUG hired (if existing contract is not already in place).

**Task 2:** Form a volunteer neighborhood planning/steering committee of leaders who will represent each garden location. Members will include youth, parents, neighbors of site, School site representative, DUG representative, School District representative and City representative. Committee will ensure representation of traditionally underserved communities. Responsible Parties—Englewood Project Manager Joe Sack.

**Deliverable:** Document formation of steering committee and leadership team, including membership.

**Task 3:** Finalize updated DUG Agreement and intergovernmental with Englewood School District, and present to City Council for approval. Responsible Party—Englewood Project Manager Joe Sack.

**Deliverable:** Agreements approved by City Council.

**Task 4:** Analyze specific site locations for community gardens at both schools. Responsible Party—Englewood Project Manager Joe Sack.

**Deliverable:** Locations confirmed or revised if necessary.

**Task 5:** Create garden designs. Reviewed by City of Englewood Staff and Englewood School District and approved by each Steering Committee. Responsible Party—Denver Urban Garden.

**Deliverable:** Gardens designed; community design workshops documented; site/sketch plans provided to TCHD.

**Phase 2: 2011-2012**

**Task 6:** Build gardens, including vertical improvements, landscaping, crusher fine pathways, perimeter fencing and gate, accessory shed, compost bins, community amenities. Ensure gardens are wheelchair accessible and ADA compliant. Responsible Party—Englewood Project Manager Joe Sack.

**Deliverable:** Gardens built, including all specifications above. Documented by photos.

**Task 7:** Attend TCHD’s Planning Active Community Environments (PLACE) training on January 28, 2011. The team shall consist of at least three individuals, preferably at least one from each of the three partner organizations. TCHD encourages the city to
invite participation by a community member active in the garden. Responsible Party – Englewood Project Manager Joe Sack.

**Deliverable:** Document attendance and completion of immediate and 6-month evaluations.

**Task 8:** Organize the garden, determine guidelines and distribute plots. Responsible Party – Steering Committee.

**Deliverable:** Documentation of guidelines, number of plots distributed.

**Task 9:** Open and plant garden. Responsible Party – Steering Committee.

**Deliverable:** Document garden has opened and is planted. Documented by photos.

**Task 10:** Track garden usage and production in first year. Survey participants on use of produce, if appropriate. Responsible Party – Steering Committee.

**Deliverable:** Report to include: garden summary of numbers and types (e.g., children, adults, seniors) of community members and gardeners involved in the programming, ethnicity of gardeners, types of produce planted/harvested, estimate of volume of produce harvested (to the extent information is available), produce users (e.g., gardener families, others), and if participants report an increased fruit and vegetable consumption as a result of participation in the gardens.

V. **Timeline**

See attached document, revised to reflect any task changes from the grant application and the execution date of the contract.

VI. **Project Staffing**

Identify City of Englewood and DUG staff who will conduct work under this grant, and the tasks that each will perform.

Joe Sack, City of Englewood, and Dave Henderson, Englewood Schools will manage and Denver Urban Gardens will be hired as consultants to manage the project.

Any in-kind hours/services are to be reported in the progress reports to TCHD.

VII. **Use of Grant Funds**

Grantee shall only expend Grant funds as allowed in accordance with this Scope of Work, the Grant Contract, the Budget and the applicable requirements of the CDC and the U.S. Department of Health and Human Services (“HHS”). Except as allowed in Section II(A)3, Grantee shall not contract with any entity or person without the prior written authorization of TCHD. Grantee shall not expend Grant funds in any other manner except for prior written permission of TCHD.
VIII. Payment

Grantee shall be paid at the beginning of contract upon the enactment of the Grant Contract and/or upon the receipt of funds by TCHD from the CDC, whichever is later. The Grant dollars shall include those costs included in the Budget, and such amount shall comprise the sum of salary and/or contractual costs, fringe benefit costs, indirect costs and cost of materials and seeds/seedlings for the gardens.

IX. Project Expenses

Grantee shall use Grant funds to cover expenses associated with the Project. Grantee shall not expend Grant funds on any expense prohibited by the Grant requirements set forth by TCHD and CDC.

X. Reporting Requirements

Grantee shall complete and submit the progress, final and financial reports to TCHD, in the format developed, and to be provided, by TCHD; and at a time directed by TCHD. Grantee shall submit progress reports regarding the previous reporting period, on or before the following dates:

1. February 18, 2011;
2. July 15, 2011;
3. October 21, 2011 and

Grantee shall submit financial reports on a schedule to be developed and provided by TCHD.

Grantee shall submit a final report on or before March 18, 2012. Grantee acknowledges that all Reports must meet the requirements of the Grant, TCHD, CDC and HHS.

XI. Evaluation Activities

Grantee shall participate in evaluation activities integrated in this Scope of Work and in TCHD’s overall evaluation of this initiative. TCHD recommends continued monitoring of participation and produce yield at each garden after the Grant period ends. Submit to TCHD garden participation and growth information.

TCHD will continue to provide evaluation support and assistance after the grant period ends.
XII. Subcontractors

The Grant Funds may be used to retain the services of an engineering firm to assist the Grantee in the design and development of the Grant Project, subject to the requirements and guidelines of the CDC and the HHS, a copy of which shall be made available to the Grantee upon request.
# EXHIBIT C

## 2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

## BUDGET

City of Englewood Parks & Recreation

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Hours</th>
<th>Cost/hour</th>
<th>Wage</th>
<th>Fringe 30%</th>
<th>Other</th>
<th>Total</th>
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</thead>
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<tr>
<td>PERSONNEL (job titles)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Joe Sack PM (30% fringe)</td>
<td>104</td>
<td>$35.53</td>
<td>$3,695</td>
<td>$1,109</td>
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<td>$4,804</td>
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<td>Dave Henderson</td>
<td>104</td>
<td>$34.62</td>
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<td>$1,080</td>
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<td></td>
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</tr>
<tr>
<td>DUG</td>
<td></td>
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<td></td>
<td>$5,400</td>
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<tr>
<td>CONTRACTOR</td>
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<td>$4,700</td>
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<tr>
<td>Irrigation, fencing, etc</td>
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<tr>
<td>OPERATIONS</td>
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<td>208</td>
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<td>$83,262</td>
</tr>
</tbody>
</table>
EXHIBIT D

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

FORM OF PROGRESS REPORT

Project Director: ________________________________

Jurisdiction: __________________________________

In addition to submitting this form, please attach answers to the following questions:

Questions 1-6 should be between 1 - 3 pages total

1. List progress toward meeting goals and objectives as per the evaluation methods outlined in Grant Application.

2. Describe how your project has added value.

3. Describe your participation and your partnerships.

4. Identify challenges encountered during this period of the grants and how your organization is addressing these challenges.

5. MAPPS Strategies met.

6. Include a brief vignette of a milestone reached.

7. Please list in-kind and any other sources of support for this intervention not recognized in the original grant.

8. Please list and attach all published or produced materials, pictures, etc. for this grant period.

9. Please attach a current accounting of grant funds comparing the original budget to the expenses to date, including a narrative report discussing any variances between the proposed budget and the actual expenses and revenues.

I certify that the information contained in this report is true and correct to the best of my knowledge.

Page 16
Signature of the Project Director

Date

Submit this form and your responses to:

Nancy Geha, Ed.D.
CPPW Partnerships Coordinator
Tri-County Health Department
6162 S. Willow Drive
Suite 100
Greenwood Village, Colorado 80111
EXHIBIT E

2010 OPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

FORM OF FINAL REPORT

Organization Name:

Contact Name:

Period Covered: September 2011 - March 18th, 2012

Project Summary:

1. List each intervention outlined in the original grant proposal:

<table>
<thead>
<tr>
<th>Intervention #</th>
<th>Brief Description</th>
<th>MAPPS Strategies</th>
<th>Actual Results (Including Numbers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intervention 1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Intervention 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intervention 3</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

2. Please provide a short summary (200 words or less) describing the outcomes and accomplishments for this project. Additionally, please discuss your plans for continuing this project beyond the grant period. Note: This information will be submitted to the CDC and may be published.

Grant Report Narrative - up to 5 pages:

3. Please describe the progress made toward the goals and objectives as stated in the original grant application, including a discussion about any significant challenges encountered and how your organization addressed these challenges. Please reflect on how any training or technical assistance received during the grant contributed to your process, progress and/or results.
4. What difference did this grant make in your community and how did it add value to healthy eating/physical activity for the population you are serving? Please include any evidence, including survey results, pre and post tests results, outcomes, community indicators, etc., to substantiate your conclusions.

5. Describe what your organization learned based on the results and outcomes discussed above and what, if any, programmatic and/or organizational changes that will be made based on the results and outcomes of the grant.

I certify that the information contained in this report is true and correct to the best of my knowledge.

__________________________________________  ____________
Signature of the Project Director                      Date

Submit this form and your responses to:

Nancy Cefia, Ed.D.
CPPW Partnerships Coordinator
Tri-County Health Department
6162 S. Willow Drive
Suite 100
Greenwood Village, Colorado 80111
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Hours</th>
<th>Cost/hour</th>
<th>Other</th>
<th>Total Dollars</th>
</tr>
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<td>CONSULTANT</td>
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<tr>
<td>CONTRACTOR</td>
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<tr>
<td>OPERATIONS (list line items)</td>
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<tr>
<td>TOTAL BUDGET</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Please attach to this report a copy of an income and expense report and general ledger generated on your internal accounting software for the Grant Period, or any part thereof, as well as a copy all receipts, invoices, or other evidence of all income and expenses associated with the funding and disbursement of this Grant.
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conduct planning meeting with key stakeholders from both sites and partners</td>
<td>5 days</td>
<td>Mon 11/1/10</td>
<td>Fri 11/5/10</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>Form a volunteer neighborhood planning/steering committee of leaders who will represent each garden location</td>
<td>11 days</td>
<td>Mon 11/1/10</td>
<td>Mon - 11/15/10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Analyze and select specific site locations for community gardens at both schools</td>
<td>22 days</td>
<td>Mon 11/1/10</td>
<td>Tue 11/30/10</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>Develop and finalize Intergovernmental Agreement with Tri-County Health Department (TCHD) - Communities Putting Prevention to Work and present to City Council</td>
<td>47 days</td>
<td>Mon 11/1/10</td>
<td>Tue 11/4/11</td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>Update current agreement with Denver Urban Gardens (DUG)</td>
<td>57 days</td>
<td>Mon 11/1/10</td>
<td>Tue 11/18/11</td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td>Develop Finalize Intergovernmental Agreement with Englewood School District and present to City Council for approval</td>
<td>71 days</td>
<td>Mon 11/1/10</td>
<td>Mon 2/7/11</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>7</td>
<td>Create and approve garden designs</td>
<td>60 days</td>
<td>Mon 11/1/10</td>
<td>Fri 1/21/11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Attend TCHD's Planning Active Community Environments (PLACE) training</td>
<td>1 day</td>
<td>Fri 1/18/11</td>
<td>Fri 1/18/11</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>Organize the garden, determine guidelines and distribute plots</td>
<td>17 days</td>
<td>Fri 2/18/11</td>
<td>Mon 3/14/11</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>Build gardens. Construction will start as weather permits.</td>
<td>56 days</td>
<td>Sun 5/1/11</td>
<td>Fri 7/15/11</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>11</td>
<td>Open and plant gardens</td>
<td>56 days</td>
<td>Sun 5/1/11</td>
<td>Fri 7/15/11</td>
<td></td>
<td></td>
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<tr>
<td>12</td>
<td>Provide preliminary report on garden usage and production in first year</td>
<td>71 days</td>
<td>Fri 7/15/11</td>
<td>Fri 10/15/11</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>13</td>
<td>Provide final report on garden usage and production for 2011</td>
<td>66 days</td>
<td>Fri 10/21/11</td>
<td>Fri 11/20/11</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>14</td>
<td>Provide second season report. Include progress and distribution plot report of returning gardeners</td>
<td>42 days</td>
<td>Fri 1/28/12</td>
<td>Sun 3/18/12</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>ID</td>
<td>Task Name</td>
<td>Duration</td>
<td>Start</td>
<td>Finish</td>
<td>October</td>
<td>November</td>
<td>December</td>
<td>January</td>
<td>February</td>
<td>March</td>
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Page 2.
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<tr>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
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City of Englewood Gardens Project Timeline
EXHIBIT Z

2010 CPPW GRANT CONTRACT
Communities Putting Prevention To Work
Tri-County Health Department

C.R.S. 8-17.5-101 COMPLIANCE

As required by C.R.S. §8-17.5-102, Grantee certifies and agrees as follows:

(1) Grantee shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Contract.

(2) Grantee shall not enter into a contract with a subcontractor that fails to certify to Grantee that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

(3) Grantee has verified or attempted to verify through participation in the “Basic Pilot Program,” which is an employment eligibility confirmation program through the U.S. Department of Homeland Security and the Social Security Administration, that Grantee does not employ any illegal aliens; however, if Grantee is not accepted into the “Basic Pilot Program,” prior to entering into this Contract, Grantee shall, apply to participate in the “Basic Pilot Program” every three months until Grantee is accepted or this Contract has been completed, whichever is earlier. (For information on applying to the “Basic Pilot Program,” Consultant may log on to https://www.vis-dhs.com/employerregistration). Notwithstanding the foregoing compliance with this subsection Q.(3) is not required if the “Basic Pilot Program” is discontinued, if Grantee does not employ any employees, or if Grantee is a governmental entity.

(4) Grantee shall not use the “Basic Pilot Program” procedures to undertake preemployment screening of job applicants while this Contract is being performed.

(5) If Grantee obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, then Grantee shall: (a) notify the subcontractor and TCHD within three days that Grantee has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontractor with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Grantee shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) Grantee shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that TCHD is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If Grantee violates any of the provisions of this Exhibit Z, TCHD may immediately terminate this Contract effective upon the receipt by Grantee of written notice of termination from TCHD, and Grantee shall be liable for actual and consequential damages to TCHD.
# Certificate of Liability Insurance

**Date:** 3/4/2011

**Producer:**
- **Name:** Dawn Chavez
- **Address:** Taggart & Associates, Inc.
- **Phone:** (303) 442-1484
- **Fax:** (363) 442-8522
- **Email:** DawnC@taggartinsurance.com
- **Address:** 1600 Canyon Boulevard
- **City:** Boulder
- **State:** CO
- **Postal Code:** 80306

**Insured:**
- **Address:** Denver Urban Gardens
- **City:** Denver
- **State:** CO
- **Postal Code:** 80205

**Insurers Affording Coverage:**
- Philadelphia Insurance Co.: 23850
- Owners Insurance Co.: 32700

**Coverages:**
- **Policy Number:** 2/17/2011
- **Policy End Date:** 2/17/2012

### General Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage</th>
<th>Policy Number</th>
<th>Policy End Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Claims-Made</td>
<td>2/17/2011</td>
<td>2/17/2012</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Limits:**
- **Each Occurrence:** $1,000,000
- **Premises Damages:** $100,000
- **Medical Expenses:** $5,000
- **Personal and Advertising Injury:** $1,000,000
- **General Aggregate:** $2,000,000
- **Products-Completed Operations:** $2,000,000

### Automobile Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage</th>
<th>Policy Number</th>
<th>Policy End Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Auto</td>
<td>Any Auto</td>
<td>2/17/2011</td>
<td>2/17/2012</td>
<td>$1,000,000</td>
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</tbody>
</table>

**Limits:**
- **Combined Single Limit:** $1,000,000
- **Bodily Injury:** $100,000
- **Personal Injury:** $100,000
- **Damage to Others:** $100,000
- **Property Damage:** $100,000

### Umbrella Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage</th>
<th>Policy Number</th>
<th>Policy End Date</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Commercial Umbrella</td>
<td>Occur</td>
<td>2/17/2011</td>
<td>2/17/2012</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Limits:**
- **Each Occurrence:** $1,000,000
- **Aggregate:** $1,000,000

### Workers' Compensation and Employers' Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Policy Number</th>
<th>Policy End Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>N/A</td>
<td>2/17/2011</td>
<td>2/17/2012</td>
</tr>
</tbody>
</table>

**Limits:**
- **Workers Compensation:** $1,000,000
- **Employers Liability:** $1,000,000

### Description of Operations / Locations / Vehicles

City of Englewood is named as Additional Insured including Waiver of Subrogation as respects General Liability and Auto Liability in regard to work performed by the Named Insured. 10 Day Notice of Cancellation applies in the event of Cancellation due to Non-Payment of Premium.

**Certificate Holder:**
- **City of Englewood**
- **Address:** 1000 Englewood Parkway
- **City:** Englewood
- **State:** CO
- **Postal Code:** 80110

**Authorized Representative:**
- **Name:** Dawn Chavez/ABB

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SU BROCATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Ins Svcs Inc
1125 17th Street, Suite 900
Denver, CO 80202
303 694-0940

CONTACT NAME: Martha A Pompeo
PHONE (A/C No, Ext): 303-291-2067
FAX (A/C No): 866-243-0727
E-MAIL: martha.pompeo@hubinternational.com

INSURED
Denver Urban Gardens
Attn Cheryl Brutsker
3377 Blake Street Unit #113
Denver, CO 80205

INSURER(S) AFFORDING COVERAGE
CAROLINA CASUALTY INSURANCE CO
10510

COVERAGES CERTIFICATE NUMBER: 31002203
REVISION NUMBER: 01/13/2011

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LIMIT TYPE OF INSURANCE AUTUMN OCCUR POLICY NUMBER POLICY EXP.

GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE OCCUR

GEN'L AGGREGATE LIMIT APPLIES PER:

POLICY PROJ LOCAL

A C

AUTOMOBILE LIABILITY
ANY AUTO
ALL OWNED AUTOS
SCHEDULED AUTOS
HIRED AUTOS
NON-OWNED AUTOS

UMBRELLA LIABILITY
EXCESS LIABILITY
CLAIMS-MADE

DEDUCTIBLE

WORKERS COMP/EMPLOYER LIABILITY
ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED
(Mandatory In NH)

DESCRIPTION OF OPERATIONS below

A Directs & Offc
a Empl Prac Liab

31002203
01/13/2011
01/13/2012
$1,000,000 combined aggregate limit

CERTIFICATE HOLDER

City of Englewood
Englewood Risk Manager
1000 Englewood Pkwy
Englewood, CO 80110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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#S1153389/M1075490 1 of 1 The ACORD name and logo are registered marks of ACORD MP02
ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER: (303) 894-0298 FAX: (303) 894-0161
Nonprofit Resources, Inc.
455 Sherman Street
Suite 207
Denver CO 80203

INSURED:
Denver Urban Gardens
3377 Blake Street Ste 113
Denver CO 80205

COVERAGE:
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
COUNCIL COMMUNICATION

Date: August 1, 2011
Agenda Item: 9 a ll
Subject: IGA Riverside Park Planning Grant

Initiated By: Department of Parks and Recreation
Staff Source: Jerrell Black, Parks & Recreation Director
Joe Sack, Recreation Services Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- Council Goal: A City that provides diverse cultural, recreational and entertainment opportunities.
- City Council has supported all previous grant applications submitted to Arapahoe County Open Space.
- City Council previously approved Ordinance No.89, Series of 2010, supporting the Arapahoe County Open Space grant application for the Riverside Park Planning Grant.

RECOMMENDED ACTION

Staff recommends that Council adopt a bill for an ordinance authorizing an intergovernmental agreement between the City of Englewood and Arapahoe County Open Space for acceptance of grant funding in the amount of $50,000 for the Riverside Park Planning Grant.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2003, Arapahoe County voters approved a ten-year, quarter-of-a-penny sales and use tax to pay for preservation of open space, protect lands, preserve water quality and provide, maintain and improve neighborhood parks, sport fields, picnic facilities and trails. The City has received annual shareback funds generated by the tax since 2004. In 2005, the County set aside a portion of the tax revenues to fund competitive grant projects. Each year the City is eligible to apply for up to two grants. Since 2005, Englewood has received eight grants totaling $1,463,430.

Riverside Park (working name) is a new project located along the South Platte River and Oxford Avenue adjacent to the Englewood Golf Course. Development of Riverside Park could allow for additional river access, become a trailhead to the Mary Carter Greenway Trail and become a kayak exit point for the Union Chutes. Park amenities may include: large park pavilion, playground, restroom facilities, and ADA access to the South Platte River.

The 2006 Parks and Recreation Master Plan supported acquisition and development of open space areas that improved or increased connection to the Mary Carter Greenway Trail. The Englewood Parks and Recreation Commission has identified the planning and development of Riverside Park as a high priority and recommended to City Council to pass a resolution in support of the grant application.
FINANCIAL IMPACT

Total project costs are estimated at $134,600. Funding sources will be provided by the grant award of $50,000 and matching funds in the amount of $84,600 is budgeted in the 2011 Open Space Shareback Fund.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance
A BILL FOR

AN ORDINANCE AUTHORIZING AN "INTERGOVERNMENTAL AGREEMENT REGARDING 2011 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: RIVERSIDE PARK PLANNING GRANT" BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

WHEREAS, the 2006 Parks and Recreation Master Plan supported acquisition and development of open space areas that improved or increased connection to the Mary Carter Greenway Trail; and

WHEREAS, the Riverside Park project is located along the South Platte River and Oxford Avenue adjacent to the Englewood Golf Course; and

WHEREAS, development of Riverside Park could allow additional river access, become a trailhead to the Mary Carter Greenway Trail and become a kayak exit point for the Union Chutes; and

WHEREAS, the City Council of the City of Englewood approved the submittal of an application for an Arapahoe County Open Space Grant for Riverside Park planning with the passage of Resolution No. 89, Series of 2010; and

WHEREAS, the City of Englewood has been awarded an Open Space Grant to fund Riverside Park planning; and

WHEREAS, Arapahoe County agrees to provide the City of Englewood with grant funds in the amount of $50,000 for Riverside Park planning; and

WHEREAS, matching funds in the amount of $84,600 are budgeted in the City’s 2011 Open Space Shareback Fund; and

WHEREAS, passage of this Ordinance will authorize the Intergovernmental Grant Agreement between Arapahoe County Commissioners and the City of Englewood for the Riverside Park Planning Grant;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:
Section 1. The Intergovernmental Grant Agreement between the City of Englewood, Colorado and Board of County Commissioners of the County of Arapahoe, State of Colorado pertaining to the Riverside Park Planning Grant, “Attachment 1”, is hereby accepted and approved by the Englewood City Council.

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

Introduced, read in full, and passed on first reading on the 1st day of August, 2011.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 5th day of August, 2011.

Published as a Bill for an Ordinance on the City’s official website beginning on the 3rd day of August, 2011 for thirty (30) days.

______________________________
James K. Woodward, Mayor

ATTEST:

______________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 1st day of August, 2011.

______________________________
Loucrishia A. Ellis
INTERGOVERNMENTAL AGREEMENT REGARDING
2011 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: RIVERSIDE PARK PLANNING GRANT

This Intergovernmental Agreement ("Agreement"), is made and entered into by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO, (the "County") and the CITY OF ENGLEWOOD, a municipality and political subdivision of the State of Colorado (the "Grantee").

WHEREAS, on November 4, 2003, the voters of Arapahoe County approved a county-wide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381; and

WHEREAS, Resolution No. 030381 authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on May 17, 2011 the County approved the Grantee’s grant application for the Riverside Park Planning Grant ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

WHEREAS, this intergovernmental agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

NOW, THEREFORE, the County and the Grantee agree as follows:

1. **Amount of Grant.** The County hereby awards Grantee an amount not to exceed $50,000 ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.

2. **Use of Grant Funds.** The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.

3. **Time For Use of Grant Funds.** The Grantee agrees that such Grant Funds will be expended by no later than two years from the date of transfer of Grant Funds from the Grantor to the Grantee, unless a longer period of time is otherwise agreed to by the County in writing.

4. **Interest on Grant Funds.** The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in its approved grant application.

5. **Administration of Grant Project.** The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project. Nor shall the
County shall have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the amount of Grant Funds awarded by the County to the Grantee.

6. **Grant Project Site Visits.** Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.

7. **Acknowledgement of County by Grantee.** The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the project and agrees to allow the County to do the same. If any events are planned in regard to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes.

8. **Required Sign at Project Site.** Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the grant from the Arapahoe County Open Space Program. The location, form, design, and wording of such sign shall be approved by the County. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.

9. **Report Requirements.** On or before **January 31, 2012** the Grantee agrees to provide the County with an initial Grant Project status report that describes the amount of progress in completing the Grant Project, Grant Project milestones, and the use of the Grant Funds to date. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a final report, including a cover letter and a final spreadsheet comparing the original budget to actual expenses that certifies what the Grant Funds have been used for and that the Grant Funds have been used in accordance with County Resolution No. 030381. The final report shall also include a detailed project summary along with high resolution photographs of the various stages of the Grant Project development and its completion. The Grantee further agrees to provide the County with an electronic copy of the final report, including separate high resolution digital photographs. The final report shall be submitted within three (3) months of project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and photographs from reports in publications, public information updates, and on the County’s web site.

10. **Failure to Submit Required Reports.** Upon written notice from the County’s Open Space Manager, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County’s Open Space Manager within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement. The Grantee shall be ineligible for any future Grant Funds, until and unless such reports have been submitted to the County’s Open Space Manager.
11. **Record Keeping Requirements.** The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years. Grantee agrees to report to the County any unexpended Grant Funds and consult with the County concerning proper accounting for unexpended Grant Funds prior to completion of the Grant Project final report.

12. **Reimbursement of Grant Funds.** The Grantee understands and agrees that if the Grant is not used in accordance with its approved Grant Application and/or this Agreement, the County may require the Grantee to reimburse the County in the amount of such Grant Funds that are not used for the Grant Project.

13. **Remedies.** The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

14. **No Waiver of Rights.** A waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

15. **Changes to Grant Project.** The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County’s prior approval. Changes must be requested in writing and may not begin until an amendment to this Agreement has been approved by the County.

16. **Transfer of Interest in Grant Project.** The Grantee understands and agrees that no land or interests acquired with the Grant Funds as part of the Grant Project may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on said land or interests be given, without prior approval of the Grantee’s governing body after conducting a public hearing. The Grantee further agrees if such sale, lease, trade or conveyance is made or an exclusive license or interest has been given, the proceeds shall be deposited in an open space fund to be used for purposes consistent with Resolution No. 030381.

17. **Use Restrictions on Acquired Lands.** Arapahoe County may require legally binding use-restrictions on real property acquired with County Open Space funds to ensure the long-term protection of lands for parks and open space purposes, consistent with County Resolution #030381. Unless otherwise notified in writing by the County, Grantee agrees to place use-restrictions on any real property acquired with the Grant Funds, in the form of a conservation easement or a deed restriction ("use-restriction document"), as determined by the County, by executing and recording such use-restriction document. Prior to the execution and recording of any use-restriction document, and prior to the disbursement from the County to the Grantee of any Grant Funds for purposes of the acquisition of real
property, the Grantee must first obtain written approval as to the form and content of the use-restriction document, and the manner and timing of its recording, from the County Attorney’s Office, and Grantee agrees to comply with the terms and conditions of any such approval, unless Grantee opts instead to not accept the award of Grant Funds and to forgo the disbursement of such Funds.

18. **Maintenance:** Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.

19. **Relationship of the Parties.** The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.

20. **No Third Party Beneficiaries.** Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.

21. **Severability.** Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

22. **Written Amendment Required.** This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.

23. **Venue.** Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

24. **Notices.** Notices, as referred to in this Agreement, shall be sent to:

**COUNTY:** Board of County Commissioners of Arapahoe County  
5334 South Prince Street  
Littleton, Colorado 80166-0001  

and  

Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80166-0001  

and  

Arapahoe County Open Space Manager  
10730 East Briarwood Avenue, Suite 100  
Centennial, Colorado 80112-3853
and

CITY: Joe Sack
Recreation Supervisor
City of Englewood
1155 W. Oxford Ave.
Englewood, CO 80110

25. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

26. **Extent of Agreement.** This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

27. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

28. **Incorporation of Exhibits.** Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.

29. **Section Headings.** The headings for any section of this Agreement are only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

30. **Disbursement of Grant Funds.** For land acquisition projects, Grant funds are to be made available to the Grantee by the County at the time of real estate closing, subject to the provisions of Section 17. For all other types of projects, funds shall be transferred soon after the execution of the IGA. The preferred method used by the County for transfer of Grant Funds is by ACH Authorization. Grantee agrees to this method.

31. **Assignment.** The rights, or any parts thereof, granted to the parties herein may be assigned only with the prior written consent of the non-assigning party.

32. **Signatures.** The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.
IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the date set forth below.

DATED this ______ day of ________________, 2011.

ATTEST:                                GRANTEE:

By:_____________________________       By:_____________________________
Name  Loucrishia A. Ellis             Name  James K. Woodward
Title  City Clerk                    Title  Mayor

ATTEST:                                COUNTY OF ARAPAHOE
COUNTY OF ARAPAHOE
STATE OF COLORADO

By:_____________________________       By:_____________________________
Name  Nancy A. Doty, Clerk to the Board
Name  Shannon Carter, Special Assistant to the BOCC
Pursuant to Resolution No. 110143
2011
ARAPAHOE COUNTY
Open Space, Parks and Trails Grants

Planning Grant Application

Applicant Name: City of Englewood
Project Name: Riverside Park Planning
Contact Information: Joe Sack, Recreation Supervisor
Department of Parks and Recreation
1155 W. Oxford Avenue, Englewood, CO 80110
Phone: 303-762-2667 Email:
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A – Basic Project Information, Type of Grant, Project Name</td>
<td>Page 3</td>
</tr>
<tr>
<td>and Location, Abstract, Project Financial Summary, Land</td>
<td></td>
</tr>
<tr>
<td>Ownership, Contacts, Authorized Signature and Photographs</td>
<td></td>
</tr>
<tr>
<td>Part B – Detailed Project Narrative and Selection Criteria</td>
<td>Page 9</td>
</tr>
<tr>
<td>Part C – Evidence of Support, Internal and External</td>
<td>Page 12</td>
</tr>
<tr>
<td>Part D – Maps</td>
<td>Page 18</td>
</tr>
<tr>
<td>Part E – Project Timeline / Funding Acknowledgement</td>
<td>Page 21</td>
</tr>
<tr>
<td>Part F – Budget</td>
<td>Page 22</td>
</tr>
</tbody>
</table>
Part A - BASIC PROJECT INFORMATION (to be completed for each project)

Name of Planning Project: Riverside Park Planning/Development
(Please limit project name to five words if possible)

Name of City / Recreation or Metro District: City of Englewood

Project Type (check one or more):
- [ ] Master Plan for ...........................................................................
- [ ] Management Plan for ....................................................................
- [X] Site Plan for Riverside Park ..............................................................
- [ ] Trail / Trailhead Planning
- [ ] Open Space Acquisition Plan
- [X] Park Plan
- [ ] Improvement / Construction Plan
- [ ] Education Plan
- [ ] Maintenance Plan for ........................................................................
- [ ] Other (please describe) ......................................................................

PROJECT LOCATION INFORMATION (complete appropriate items as applicable)

Project Site Street Address 2101 W. Oxford Avenue, Englewood CO 80110

Cross Streets (Nearest) Santa Fe Drive/W. Oxford Ave. GPS Coordinates (if available): ______

Section/Township/Range: Ward 1/City of Sheridan County Commissioner District # District 1

Is project site located in unincorporated Arapahoe County? No. Town or City? City of Sheridan
If any part is outside of Arapahoe County, please justify proposed use of funds outside County.

Jurisdiction(s) governing project site: Property owned and project managed by City of Englewood
Property resides within the City of Sheridan’s city limits.

Name the immediate community and surrounding area to be served by the project:
Southwest Arapahoe County including the Cities of Englewood, Sheridan and Littleton

Estimate the number and type of end-users monthly who would visit the completed project site:
1,500 estimated end users which include families, trail users, kayak access and fishermen

Zoning description: PUD Is re-zoning required to implement this project? No
Abstract: (condensed description of your project in 150 words or less):

Riverside Park is a new project located along the South Platte River and Oxford Avenue adjacent to the Broken Tee Golf Course. Development of Riverside Park would allow for additional river access, become a trailhead to the Mary Carter Greenway Trail and also a kayak exit point for the Union Chutes. Park amenities may include: large park pavilion, playground, restroom facilities, and ADA access to the South Platte River.

Word count 69

PROJECT FINANCIAL SUMMARY

GRAND TOTALS FROM BUDGET PAGE: (round-off all figures to nearest $100)

1. Grant Request $ 50,000 (total requested from County)
2. Cash Match Funds + $ 72,400 (required 10% minimum or more)
3. In-kind Match + $ __________ (total in-kind value from budget)
4. Contingency + $ 12,200 (contingency funds, if any, are to be provided by the applicant, not to be charged against the County grant, to be estimated beyond the minimum cash match amount.)
5. Total Project Cost = $ 134,600 (line 5 must equal lines 1 thru 4)

Line 5 above must equal Grand Total Cost from budget page

LAND OWNERSHIP AT PROJECT SITE (complete this section as applicable)

Name of Land Owner at Project Site: City of Englewood

✗ Applicant entity can verify its legal authority to implement the proposed project on this land

✗ Applicant currently has legal access to project site without trespassing on adjacent property

YES The City of Englewood is the current legal owner of property of the proposed project site and will forward evidence of ownership if requested.
APPLICANT CONTACT INFORMATION & AUTHORIZED SIGNATURE:

City of Englewood __________________________ Joe Sack __________________________
Name of Applying Municipality or District Primary Contact Person

1155 W. Oxford Avenue __________________________ Recreation Supervisor __________________________
Official Address: Street or PO Box Title of Contact Person

Englewood __________________________ 80110 __________________________ 303-762-2667 __________________________
City Zip Code Agency Phone

Cell Phone: 303-944-9064 __________________________ Email: jsack@englewoodgov.org __________________________

Name of Funding Partners: __________________________ Partner Contact Name / Phone / Email: __________________________

N/A __________________________

Authorized Agent Name & Signature (Required):

I, Jerrell Black, hereby affirm that I am the authorized agent for the City of Englewood, which is applying for the grant as described herein, and that I am legally authorized on behalf of said entity to apply for, as its agent, this Arapahoe County Open Space, Parks, and Trails Grant.

________________________ 2/15/2011 __________________________
Signature of Authorized Agent Date

By what authority is the signatory (above) authorized to represent your entity? Explain: Jerrell Black as the Director of Parks and Recreation has been given the authority to act as an authorized agent by the City of Englewood.
Photographs

Figure 1 - Riverside Property looking east
1. Project Description, Scope & Work Plan  

The City of Englewood has partnered with many organizations and government agencies in an effort to preserve lands, enhance wildlife habitat and improve recreational opportunities along the South Platte River corridor. The approximate 2-acre plot of land adjacent to South Platte River and Oxford Avenue near the Broken Tee Golf Course presents an excellent opportunity to take advantage of a rare piece of unused city property. The development of this site would provide the needed space to construct a large picnic pavilion capable of accommodating 150-200 people. Development of this site would include the construction of a restroom, playground and grass area to complement the pavilion.

The uniqueness of this site is in the scenic location. Development of the site would allow for additional river access by providing ADA paved access to the river. Users would have access to fishing, wading and rafting. The site would quickly become a popular kayak exit point at the base of the Union Kayak Chutes. This location will also provide an additional benefit as a trailhead to the Mary Carter Greenway Trail.

The anticipated scope of this project includes: construction of a large picnic pavilion, restroom, landscaping, trail access signage and paved trail access to the South Platte River. The City desires to retain a park planning firm to complete the site specific plan for Riverside Park. Planning will include a comprehensive public process to insure the plan is fully vetted and park users and neighbors have input during this public process.

2. Need, Benefits and Timeliness of the Project  

Preserving open space and native areas, enhancing trail access, adding trail users and creating recreational opportunities are the objectives of the Riverside project. In 2006, the Englewood Parks and Recreation Master Plan supported acquisition and development of open space and areas that improved or increased connection to the Mary Carter Greenway Trail. The Master plan further identified this property as an opportunity to become a trailhead as well as meet the needs for additional outdoor gathering spaces in the community while offering an excellent opportunity to access the South Platte River.
Englewood Parks and Recreation Department’s park pavilions are reserved over 90% of the usable dates and large group requests typically are not accommodated due to the lack of enough large picnic pavilions in the area.

This project will provide additional picnic pavilion space and playground as well as create a dynamic access point to the South Platte River. Water recreational opportunities will be dramatically increased with the paved ADA access to the river. Users can observe wildlife, fish, wade and kayak in an area that has seen little use. Restroom and parking facilities will accommodate the many Mary Carter Greenway Trail users.

Funds have been budgeted for planning and construction of the Riverside Park site in the City's Five-Year Capital Master Plan. Funding is contingent upon ACOS grant funding. In the absence of grant funding the project will lose priority status and may not be completed for several years.

3. Goal, Objectives, Process, Tasks and Deliverables 25 Points

The overall goal of the planning project will be to engage the community to develop the Riverside Park site and prepare construction documents that will be used for the construction of the desired park elements.

Process, Tasks, and Deliverables

- Inventory and Analysis
  Prepare a detailed site topographic and site improvements survey, identify condition of existing site features, evaluate universal accessibility, and assess the health of existing trees, landscaping and native areas. Develop geotech report, review river hydraulics and document existing irrigation and utilities. Timeline: October - November 2011. Products: Site Inventory, analysis map, reports and summary.

- Master Site Plan
  Interview stakeholder and interest groups, conduct neighborhood public meetings to identify ideas and concerns, prepare multiple alternative conceptual drawings with magnitude of scale cost estimates, conduct a second neighborhood meeting to review alternatives, prepare a draft preferred conceptual plan based on comments and conduct a third neighborhood meeting to receive comments on the preferred plan. Timeline: December 2011- February 2012. Products: Interview notes; meeting agendas, graphic displays and minutes; conceptual cost estimates, plot and digital files of all documents.

- Design Development and Construction Documentation
Complete plans, specifications and construction documents for park site. The design documents will go through the City’s project review process. Timeline: March – April 2012. Products: Complete plans, specifications and project manual for construction of the park.

4. Support, Partnerships, Community Input  

15 Points

The City of Englewood has partnered with many organizations and government agencies to construct similar park projects. Several of these groups offer their support for the future development of the Riverside Park site. Letters of support have been provided by the City of Sheridan, South Suburban Parks and Recreation District and the South Suburban Park Foundation.

Through the planning and development phase of this project, continued efforts will be made to add additional partners and supporters such as the Colorado Water Conservation Board, Colorado Division of Wildlife, Denver Area Council - Boys Scouts of America and other user groups.

The City will take an active role and involve all partners, supporters and user groups in the comprehensive design process. Interviewing stakeholders, user groups and neighbors as well as conducting three public meetings will complete our strategy and build collaboration in an effort to complete this project.

Although the City does not have outside financial support for this planning grant application, funds have been budgeted for planning and subsequent development of the Riverside Park site in the City’s Five-Year Capital Master Plan. If securing this planning grant is successful, the City will seek financial and in-kind support from our partners during the implementation and construction phase.

5. Results of Public Input, Adoption and Implementation of Plan  

15 Points

Input from stakeholders, partners, neighbors and user groups are vital to the future success of the Riverside Park project. Information gained through the public process will be used to determine the amenities and access that will be added to the site. Planning process success will be evaluated by the amount of participation, volume of ideas generated and a universally accepted plan.

At the conclusion of the planning project, we are confident that the design development and construction documentation will have been fully vetted through the public process. Stakeholders, partners, neighbors, and user groups will have had ample opportunity to provide input. Our City Boards and Commissions, particularly the Parks and Recreation Commission, will have oversight and approval throughout the process. Englewood City Council has been very supportive of the development of the Riverside Park Site and will have final project approval. It is anticipated that the planning process will take one year to complete.

The City is fortunate to receive annual funding estimated at $330,000 from Conservation Trust Funds and $600,000 from Arapahoe County Shareback Funds. Partial funding has been budgeted for planning and construction of the Riverside Park site in the City’s Five-Year Capital

Arapahoe County Open Space, Parks & Trails Planning Grant Application

Page 11 of 24
Master Plan. We hope to leverage these funds and the funds secured from Stakeholders as well as future CTF and Arapahoe County Shareback Funds with successful development grant funding from GOCO and Arapahoe County for project implementation. In tight budget times, the Council and Parks and Recreation Commission have directed staff to aggressively pursue grant funding to maximize the leveraging of our general fund, lottery and open space shareback funds. If we are unsuccessful in obtaining planning grant funding for Riverside Park, our plan would be to delay the project one year in hopes of resubmitting for the same planning grant next year. Our intent is to receive grant funding from ACOS and GOCO for site specific park projects that are high priority and shovel ready.

6. Long-term Impacts  

15 Points

Completing and implementing this plan will protect an underutilized access point of the South Platte River for future generations to come. The development of this site would benefit the public by providing additional outdoor recreational opportunities in our urban environment. The construction of a large picnic pavilion, restroom facilities, playground and grass area will meet a growing need for large gathering spaces.

The main attraction of this location would be the additional river access by providing an ADA paved path to the river. Users would have access to fishing, wading, rafting and become a prime exit point at the base of the Union Kayak Chutes. If implemented, this project will continue to “close the gap” which is a continuing goal of Arapahoe County’s master plan by protecting and providing additional opportunities to access the South Platte River.

The park would not only provide an additional trailhead to the Mary Carter Greenway Trail, but would add trail amenities such as restroom facilities which add to the long-term benefit of the area.

Maximum Score 120 Points

Part C – Evidence of Support

On December 6, 2010 the Englewood Parks and Recreation Commission passed a motion in support of the Department of Parks and Recreation submitting a planning grant application for ACOS grant funds. On December 20, 2010, the Englewood City Council approved resolution 89 authorizing the City’s grant application for ACOS grant funds for the Riverside Park Planning Grant.

The following evidence is official documentation that this project is fully vetted within the City of Englewood and supported by the community.

Arapahoe County Open Space, Parks & Trails Planning Grant Application
Page 12 of 24
RESOLUTION NO. 89
SERIHS OF 2010

A RESOLUTION SUPPORTING THE CITY OF ENGLEWOOD'S ARAPAHOE COUNTY OPEN SPACE (ACOS) GRANT APPLICATION FOR RIVERSIDE PARK PLANNING GRANT.

WHEREAS, the Riverside Park as a new project located along the South Platte River and Oxford Avenue adjacent to the Englewood Golf Course on property owned by the City; and

WHEREAS, development of Riverside Park would allow for additional river access, become a trailhead to the Mary Carter Greenway Trail and become a kayak exit point for the Union Chutes on the river; and

WHEREAS, park amenities may include: large park pavilion, playground, restroom facilities, and ADA access to the South Platte River all of which will be for the benefit of the public; and

WHEREAS, the Englewood Parks and Recreation Commission has identified the planning and development of the Riverside Park site as a high priority; and

WHEREAS, the Englewood Parks and Recreation Commission has recommended that City Council support the Arapahoe County Open Space Riverside Park Planning Grant application at the November 18, 2010 meeting; and

WHEREAS, the total project costs are estimated at $100,000; if this application for the Arapahoe County Open Space Grant is awarded, it will provide $50,000 and the remainder has been budgeted in the 2011 Open Space Shareback fund;

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

Section 1. The City Council for the City of Englewood, Colorado, hereby supports the City's Arapahoe County Open Space grant application for development of the Riverside Park project.

ADOPTED AND APPROVED this 20th day of December, 2010.

ATTEST:

[Signature]

James K. Woodward, Mayor

[Signature]

Lorenda A. Ellis, City Clerk

Arapahoe County Open Space, Parks & Trails Planning Grant Application
Page 13 of 24
I, Louvisa A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. 87, Series of 2010.

[Signature]

Louisia A. Ellis, City Clerk
February 1, 2011

Arapahoe County Open Space and Trails Advisory Board
10730 East Briarwood Avenue, Suite 100
Centennial, CO 80121

Dear Open Space Advisory Board:

The City of Sheridan is an enthusiastic partner with the City of Englewood in the future development of Riverside Park. This project presents an excellent opportunity to develop an unused piece of land to provide new recreational amenities and gain greater access to existing trails and the South Platte River.

The Riverside Park project, with its picnic pavilion and playground, will fill our need for additional large outdoor gathering spaces in both of our communities. The improved access to the Mary Carter Greenway Trail and South Platte River will benefit all metro area residents.

We support the City of Englewood Park and Recreation Department's application for Arapahoe County Open Space grant funds for the future development of Riverside Park which will increase and improve recreational amenities in our community.

Sincerely,

A.J. Knight
City Manager

City of Sheridan
4101 S. Federal Blvd.
 Sheridan, CO 80110-5399

www.ci.sheridan.co.us
January 26, 2011

Arapahoe County Open Space and Trails Advisory Board
10750 East Briarwood Avenue, Suite 11
Centennial, CO 80121

Ladies and Gentlemen:

Please accept this letter of support for the City of Englewood’s Riverside planning grant application. This is a centrally located site which could be used by many recreation users in the south metropolitan area, including Englewood and South Suburban residents. We support the project, as it will provide:

- A two-acre recreational use area adjacent to the new Oxford Pedestrian Bridge.
- An additional trailhead to the Mary Carter Greenway Trail, which has maintained by South Suburban and additional picnic and restroom facilities along the South Platte River.
- Additional river access. This will be another takeout point for recreational kayakers and rafters by the Union Chutes on the Platte.

This can be a highly visible recreation enhancement to Arapahoe County voters and certainly it will support one of the busiest recreation areas in the south metropolitan area. Please consider their application for approval.

Sincerely,

David A. Lorenz
Executive Director

DALAE

Arapahoe County Open Space, Parks & Trails Planning Grant Application
Page 16 of 24
February 1, 2011

Arapahoe County Open Space, Parks and Trails
Grants Program
10730 East Briarwood Avenue
Suite 100
Centennial, CO 80122

Dear Review Committee:

On behalf of the South Suburban Park Foundation, please accept this letter of support for the City of Englewood’s planning grant to support the development efforts of the future Riverside Park.

The Foundation fully supports this park project since it will greatly enhance access to the South Platte River and Greenway system. The proposed two-acre park, trailhead, picnic area with restroom and user amenities will tremendously enhance recreational as well as transportational benefits for users of all ages, from multiple jurisdictions. The Mary Carter/Platte River Greenway, an initial project of the Foundation decades ago, is used by thousands of Arapahoe County residents annually. This regional north/south trail functions as the spine for the majority of trails located in western Arapahoe County.

The Foundation fully supports this park project since it benefits thousands of users who utilize the Mary Carter Greenway throughout the year. Providing safe and easy access to the Mary Carter Greenway will expand the recreational and transportation elements of the entire south metro trail system.

For more than thirty years, the Foundation has collaborated trail project efforts with the City of Englewood and we encourage the Arapahoe County Open Space Program to consider funding this planning grant application.

Sincerely,

Beverly Bradshaw, Chair
South Suburban Park Foundation

We build trails.
City of Englewood, Colorado
2011 Arapahoe County Open Space, Parks, and Trails Grant Application

Riverside Park

Vicinity Map with Driving Route

February 2011
### Part E – Project Timeline and Public Acknowledgement of Funding Source

#### City of Englewood
Riverside Park Planning Timeline

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Pending grant notification the City will publicly recognize Arapahoe County Citizens and the Open Space Tax as the funding source for this project throughout the planning process. The following is a list of planned methods:

- News Release – Grant Notification – June 2011
- Public Acknowledgement – City Council Meeting Approval of IGA – August 2011
- Website Acknowledgement – Explaining grant and Park planning – September 2011
- Signage – Future Park Site, Funded in part by Arapahoe County Citizens through Arapahoe County Open Space – September 2011
- Public Acknowledgement – Final Presentation to Public – May 2012
- Public Acknowledgement – City Council and Parks and Recreation Commission Meeting Final Approval – June 2012
- Website Acknowledgement – Plan Complete – June 2012
- Signage – Completion of construction - pending
### Part F - BUDGET FORM

Name of Project: Riverside Park Planning and Development
Name of City / District: City of Englewood / District 1

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<th>Sources of Funds</th>
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| Subtotal - Project Costs                  |                | $50,000.          | $72,361.   |               | $122,361.           |
| Contingency, (10% of total project)       |                | - not charged to County - | $12,239. |               | $12,239.            |
| **Totals - Cost plus contingency**        |                | $50,000.          | $84,600.   |               | $134,600.           |

**GRAND TOTALS IN FAR RIGHT COLUMN** (Must equal grant request + cash match + in-kind match + contingency): $134,600.

Authorized Signature: ____________________________ Date: 2/15/11

Print Name: Joe Sack ____________________________ Title: Recreation Supervisor
## Riverside Park Planning and Design 24, January 2011

### PHASE I Inventory and Analysis

<table>
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### PHASE II Master Site Plan

| Public meetings & site design  | 3        | 3         | 3           | 3             | 3             | $3,000          |
| Stakeholder interviews        | 6        | 6         | 4           | 4             | 18            | $13,200         |
| Prepare 7 alternative site plans - inclusive budget tool estimates      | 4        | 4         | 4           | 4             | 20            | $8,000          |
| Review meeting - TAC                                                                   | 3         | 3         | 3           | 3             | 3             | $3,000          |
| Public meeting 9 - alternatives                              | 3        | 3         | 3           | 3             | 1             | $3,000          |
| Preferred plan draft                                                         | 4        | 4         | 4           | 4             | 18            | $12,000         |
| Review meeting - TAC                                                                   | 3         | 3         | 3           | 3             | 3             | $3,000          |
| Refine master plan                                                         | 1        | 1         | 1           | 1             | 1             | $1,000          |
| Public meeting 10 - preferred plan                                         | 4        | 4         | 4           | 4             | 18            | $12,000         |
| Preferred plan and supporting document & cost                              | 3        | 3         | 3           | 3             | 3             | $3,000          |
| Subtotal                                                                  | 1        | 1         | 1           | 1             | 1             | $12,000         |

### Final Design Documentation, Drawings and Contractual Administrator

| Phase 1 - Kick-off Meeting  | 3        | 3         | 3           | 3             | 3             | $2,004          |
| Design Development - 5% CD's                                           | 3        | 3         | 3           | 3             | 3             | $2,004          |
| Landscape Planning                                                   | 1        | 1         | 1           | 1             | 1             | $1,000          |
| Conceptual Details and Cut Sheets                                   | 4        | 4         | 4           | 4             | 18            | $12,000         |
| Irrigation Master Plan and Government                                | 1        | 1         | 1           | 1             | 1             | $1,000          |
| Electrical Master Plan                                                | 1        | 1         | 1           | 1             | 1             | $1,000          |
| Park Restroom Signs and Fountains                                    | 1        | 1         | 1           | 1             | 1             | $1,000          |
| Cost estimate                                                         | 3        | 3         | 3           | 3             | 3             | $3,000          |
| Assemble set and QA                                                   | 4        | 4         | 4           | 4             | 18            | $12,000         |
| Plot                                                                  | 3        | 3         | 3           | 3             | 3             | $3,000          |
| Subtotal                                                              | 1        | 1         | 1           | 1             | 1             | $12,000         |

| Percent 5% CD's                                                      | 1        | 1         | 1           | 1             | 1             | $1,000          |
| Detailed plans and details                                          | 1        | 1         | 1           | 1             | 1             | $1,000          |
| Technical specifications                                            | 1        | 1         | 1           | 1             | 1             | $1,000          |
| Project Manager                                                      | 1        | 1         | 1           | 1             | 1             | $1,000          |
| Assemble set and QA                                                   | 4        | 4         | 4           | 4             | 18            | $12,000         |
| Plot                                                                  | 3        | 3         | 3           | 3             | 3             | $3,000          |

Arapahoe County Open Space, Parks & Trails Planning Grant Application
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Subtotal: $275,000

Total Hours: 895

Total Costs:

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Total Costs: $189,727

Cost estimate provided by Jana D. McKenzie, FASLA, LEED-AP Principal, Vice President, AECOM Design and Planning, Fort Collins Colorado

Arapahoe County Open Space, Parks & Trails Planning Grant Application
COUNCIL COMMUNICATION

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<td>August 1, 2011</td>
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Initiated By: Department of Parks and Recreation
Staff Source: Jerrell Black, Parks & Recreation Director
Dave Lee, Manager of Open Space

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council Goal: A City that provides diverse cultural, recreational and entertainment opportunities. Council approved funds for the development of the Centennial Park expansion in 2000. Council has supported all previous grant applications from Arapahoe County Open Space.

City Council previously approved Ordinance No. 88, Series of 2010 supporting the Arapahoe County Open Space grant application for Centennial Park Trail Loop Renovation.

RECOMMENDED ACTION

Staff recommends that Council approve a bill for an ordinance authorizing an Intergovernmental Agreement (IGA) with Arapahoe County for the transfer and use of open space grant funding in the amount of $237,100 for the Centennial Park Trail Loop Renovations.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2003, Arapahoe County voters approved a ten year, quarter-of-a-penny sales and use tax to pay for preservation of open space, protect lands, preserve water quality and provide, maintain and improve neighborhood parks, sport fields, picnic facilities and trails. The City has received annual shareback funds generated by the tax since 2004. In 2005, the County set aside a portion of the tax revenues to fund competitive grant projects. Each year the City is eligible to apply for up to two grants. Since 2005, Englewood has received eight grants totaling $1,463,430.

The Centennial Park trail loop project is a renovation of an existing 8 foot wide asphalt trail that is in need of replacement due to deterioration of the asphalt. The 2006 Parks and Recreation Master Plan also called for replacement and widening of the trail around Centennial Lake. The project also includes replacement of a bridge with an ADA accessible bridge, shoreline improvements for fishing and installing landscaping around a waterfall and pond. The asphalt trail will be replaced with a 10 foot wide concrete path to match an existing 10 foot wide portion of concrete trail and connection to the Mary Carter Greenway Trail.

FINANCIAL IMPACT

Total project costs are estimated at $394,800. Funding is available in the Open Space Fund. Sources of funding will be provided by the grant award of $237,100 from Arapahoe County Open Space and $157,700 budgeted from shareback funds in the City’s Open Space Fund.

LIST OF ATTACHMENTS

Arapahoe County IGA
Centennial Park Trail Loop Renovation Bill for Ordinance
BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 42
INTRODUCED BY COUNCIL
MEMBER _____________

A BILL FOR

AN ORDINANCE AUTHORIZING AN “INTERGOVERNMENTAL AGREEMENT REGARDING 2011 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: CENTENNIAL PARK TRAIL LOOP RENOVATION” BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

WHEREAS, the 2006 Parks and Recreation Master Plan called for replacement and widening of the trail around Centennial Lake; and

WHEREAS, the project also includes replacement of a bridge with an ADA accessible bridge, shoreline improvements for fishing and installing landscaping around a waterfall and pond; and

WHEREAS, the asphalt trail will be replaced with a 10 foot wide concrete path to match an existing 10 foot wide portion of concrete trail and connection to the Mary Carter Greenway Trail; and

WHEREAS, the City Council of the City of Englewood approved the submittal of an application for Arapahoe County Open Space Grant for the Centennial Park Trail Loop Renovation with the passage of Resolution No. 88, Series of 2010; and

WHEREAS, the City of Englewood has been awarded an Open Space Grant to fund the Centennial Park Trail Loop Renovation project; and

WHEREAS, Arapahoe County agrees to provide the City of Englewood with grant funds in the amount of $237,100 for the Centennial Park Trail Loop Renovation project; and

WHEREAS, matching funds in the amount of $157,700 are budgeted from Open Space Shareback Funds; and

WHEREAS, passage of this Ordinance will authorize the Intergovernmental Grant Agreement between Arapahoe County Commissioners and the City of Englewood for the Centennial Park Trail Loop Renovation project;

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

Section 1. The Intergovernmental Grant Agreement between the City of Englewood, Colorado and Board of County Commissioners of the County of Arapahoe, State of Colorado pertaining to the Centennial Park Trail Loop Renovation project, “Attachment 1”, is hereby accepted and approved by the Englewood City Council.
Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Grant Agreement for and on behalf of the City of Englewood, Colorado.

introduced, read in full, and passed on first reading on the 1st day of Agreement, 2011.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 5th day of August, 2011.

Published as a Bill for an Ordinance on the City’s official website beginning on the 3rd day of August, 2011 for thirty (30) days.

______________________________
James K. Woodward, Mayor

ATTEST:

______________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 1st day of August, 2011.

______________________________
Loucrishia A. Ellis
INTERGOVERNMENTAL AGREEMENT REGARDING
2011 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: CENTENNIAL PARK TRAIL LOOP RENOVATION

This Intergovernmental Agreement ("Agreement"), is made and entered into by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO, (the “County”) and the CITY OF ENGLEWOOD, a municipality and political subdivision of the State of Colorado (the “Grantee”).

WHEREAS, on November 4, 2003, the voters of Arapahoe County approved a county-wide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381; and

WHEREAS, Resolution No. 030381 authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on May 17, 2011 the County approved the Grantee’s grant application for the Centennial Park Trail Loop Renovation ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

WHEREAS, this intergovernmental agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and COLO.REV.STAT. § 29-1-203.

NOW, THEREFORE, the County and the Grantee agree as follows:

1. **Amount of Grant.** The County hereby awards Grantee an amount not to exceed $237,100 ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.

2. **Use of Grant Funds.** The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.

3. **Time For Use of Grant Funds.** The Grantee agrees that such Grant Funds will be expended by no later than two years from the date of transfer of Grant Funds from the Grantor to the Grantee, unless a longer period of time is otherwise agreed to by the County in writing.

4. **Interest on Grant Funds.** The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in its approved grant application.

5. **Administration of Grant Project.** The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project. Nor shall the
County shall have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the amount of Grant Funds awarded by the County to the Grantee.

6. **Grant Project Site Visits.** Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.

7. **Acknowledgement of County by Grantee.** The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the project and agrees to allow the County to do the same. If any events are planned in regard to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes.

8. **Required Sign at Project Site.** Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the grant from the Arapahoe County Open Space Program. The location, form, design, and wording of such sign shall be approved by the County. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.

9. **Report Requirements.** On or before January 31, 2012 the Grantee agrees to provide the County with an initial Grant Project status report that describes the amount of progress in completing the Grant Project, Grant Project milestones, and the use of the Grant Funds to date. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a final report, including a cover letter and a final spreadsheet comparing the original budget to actual expenses that certifies what the Grant Funds have been used for and that the Grant Funds have been used in accordance with County Resolution No. 030381. The final report shall also include a detailed project summary along with high resolution photographs of the various stages of the Grant Project development and its completion. The Grantee further agrees to provide the County with an electronic copy of the final report, including separate high resolution digital photographs. The final report shall be submitted within three (3) months of project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and photographs from reports in publications, public information updates, and on the County’s web site.

10. **Failure to Submit Required Reports.** Upon written notice from the County’s Open Space Manager, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County’s Open Space Manager within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement. The Grantee shall be ineligible for any future Grant Funds, until and unless such reports have been submitted to the County’s Open Space Manager.
11. **Record Keeping Requirements.** The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years. Grantee agrees to report to the County any unexpended Grant Funds and consult with the County concerning proper accounting for unexpended Grant Funds prior to completion of the Grant Project final report.

12. **Reimbursement of Grant Funds.** The Grantee understands and agrees that if the Grant is not used in accordance with its approved Grant Application and/or this Agreement, the County may require the Grantee to reimburse the County in the amount of such Grant Funds that are not used for the Grant Project.

13. **Remedies.** The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

14. **No Waiver of Rights.** A waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

15. **Changes to Grant Project.** The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Changes must be requested in writing and may not begin until an amendment to this Agreement has been approved by the County.

16. **Transfer of Interest in Grant Project.** The Grantee understands and agrees that no land or interests acquired with the Grant Funds as part of the Grant Project may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on said land or interests be given, without prior approval of the Grantee's governing body after conducting a public hearing. The Grantee further agrees if such sale, lease, trade or conveyance is made or an exclusive license or interest has been given, the proceeds shall be deposited in an open space fund to be used for purposes consistent with Resolution No. 030381.

17. **Use Restrictions on Acquired Lands.** Arapahoe County may require legally binding use-restrictions on real property acquired with County Open Space funds to ensure the long-term protection of lands for parks and open space purposes, consistent with County Resolution #030381. Unless otherwise notified in writing by the County, Grantee agrees to place use-restrictions on any real property acquired with the Grant Funds, in the form of a conservation easement or a deed restriction ("use-restriction document"), as determined by the County, by executing and recording such use-restriction document. Prior to the execution and recording of any use-restriction document, and prior to the disbursement from the County to the Grantee of any Grant Funds for purposes of the acquisition of real
property, the Grantee must first obtain written approval as to the form and content of the use-restriction document, and the manner and timing of its recording, from the County Attorney’s Office, and Grantee agrees to comply with the terms and conditions of any such approval, unless Grantee opts instead to not accept the award of Grant Funds and to forgo the disbursement of such Funds.

18. **Maintenance**: Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.

19. **Relationship of the Parties**: The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.

20. **No Third Party Beneficiaries**: Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.

21. **Severability**: Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

22. **Written Amendment Required**: This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.

23. **Venue**: Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

24. **Notices**: Notices, as referred to in this Agreement, shall be sent to:

**COUNTY**: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80166-0001

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80166-0001

and

Arapahoe County Open Space Manager
10730 East Briarwood Avenue, Suite 100
Centennial, Colorado 80112-3853
and

CITY: 

Dave Lee
Open Space Manager
City of Englewood
1155 W. Oxford Ave.
Englewood, CO 80110

25. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

26. Extent of Agreement. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

28. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.

29. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

30. Disbursement of Grant Funds. For land acquisition projects, Grant funds are to be made available to the Grantee by the County at the time of real estate closing, subject to the provisions of Section 17. For all other types of projects, funds shall be transferred soon after the execution of the IGA. The preferred method used by the County for transfer of Grant Funds is by ACH Authorization. Grantee agrees to this method.

31. Assignment. The rights, or any parts thereof, granted to the parties herein may be assigned only with the prior written consent of the non-assigning party.

32. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.
IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the date set forth below.

DATED this ______ day of ________ ____, 2011.

ATTEST:                               GRANTEE:

By: _______________________________  By: ________________________________
   Name      Loucrishia A. Ellis  Name      James K. Woodward
   Title     City Clerk          Title     Mayor

ATTEST:                               COUNTY OF ARAPAHOE
                                          STATE OF COLORADO

By: _______________________________  By: ________________________________
   Name      Nancy A. Doty, Clerk to the Board  Name      Shannon Carter, Special Assistant to the BOCC
                                          Pursuant to Resolution No. 110143
2011
ARAPAHOE COUNTY, COLORADO
Open Space, Parks, and Trails
Grant Application

“Standard Grant - $25,100 to $250,000”

Applicant Name: City of Englewood
Project Name: Centennial Park Trail Loop Renovation
Contact Information: Dave Lee, Manager of Open Space
Department of Parks and Recreation
1155 W. Oxford Avenue, Englewood, CO 80110
303-762-2687 phone
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<td>Basic Project Information</td>
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<td>Trail Project</td>
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<td>Project Timeline and Public Acknowledgment of Funding Source</td>
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Part A - Basic Project Information

Project Type:  
X Trail   □ Open Space Acquisition   □ Park Improvement/Construction
□ Management/Maintenance   □ Education   □ Planning   □ Other (please describe)

Name of Project:  _Centennial Park Trail Loop Renovation_  
Name of City/Recreation or Metro District: _City of Englewood_

PROJECT LOCATION INFORMATION

Project Site Street Address:  4630 S. Decatur St., Englewood, CO 80110  
Cross Streets (Nearest): _Federal Blvd/Union Ave._   GPS Coordinates:  39°37'57.89" N  
105°01'26.22" W

Section/Township/Range:  NE1/4, Sect 8, Township 5 South, Range 68 West of 6th P.M.  
County Commissioner District #:  District 1

Is project located in unincorporated Arapahoe County?  No_   Town/City:  Englewood

If any part is outside of Arapahoe County, please justify proposed use of funds outside County.

Jurisdiction(s) governing project site:  _Englewood_  

Name and describe the immediate community and surrounding area to be served by the project:  
Englewood/Sheridan/Denver, Fort Logan, Centennial Acres and Hillside Manor neighborhoods

Estimate the number and type of end-users monthly who would visit the complete project site:  
The project provides access to the Mary Carter Greenway Trail and access to more than 25 miles of trail along the South Platte River. It is estimated that between 1500 to 2000 people per month use the Centennial Park Trail Loop for exercise, dog walking, biking, nature viewing and as access to the Mary Carter Greenway and fishing around the lake. We anticipate the completed project will draw many additional Mary Carter Greenway Trail users onto the loop trail and into Centennial Park.

Zoning description:  _I-1 Light industrial_  Is re-zoning required to implement this project?  No_  
Is this project subject to a pending master plan?  No_   If so, when will it be adopted?  ___
ABSTRACT: BRIEF DESCRIPTION OF PROPOSED PROJECT AND ITS RESULTS

The Centennial Park Trail Loop project is the renovation of an existing 8 foot wide asphalt trail that is in need of replacement due to deterioration of the asphalt. Replacement and widening of the trail around Centennial Lake will eliminate a choke point at an existing 5 foot wide portion of the trail and allow for multiple simultaneous uses. The project also includes replacement of a bridge with an ADA accessible bridge, installing landscaping around a waterfall and pond and some lake bank erosion control. The asphalt trail will be replaced with a 10 foot wide concrete path to match an existing 10 foot wide portion of concrete trail and provide for an improved connection to the Mary Carter Greenway Trail. Three educational kiosks will be added along the trail containing information on the types of birds, fish and animals that are found in the area.

Word count: 146

PROJECT FINANCIAL SUMMARY

GRAND TOTALS FROM BUDGET PAGE:

1) Grant Request                  $ 237,100 (total requested from County)
2) Cash Match Funds               + $121,900 (must meet required minimum %)
3) In-kind Match                  + $ 0 (total in-kind value from budget)
4) Contingency                    + $35,800 (contingency funds are to be used provided by the applicant. Not to be charged against the County grant, to be estimated beyond the minimum cash match amount. Not applicable to acquisition projects).

5) Total Project Cost            = $394,800 (line 5 must equal lines 1 thru 4)

Line 5 above must equal all expenses plus contingency shown as the Grant Total on the budget page.

LAND OWNERSHIP AT PROJECT SITE

Name of Land Owner at Project Site: City of Englewood

Evidence of ownership or agreements / lease / easement for trail corridor / conservation easement:
☐ Enclosed  X Will forward if requested  ☐ Not yet available (Explain)

X Applicant entity can verify its legal authority to implement the proposed project on this land
X Applicant currently has legal access to project site without trespassing on adjacent property

☐ Yes Explain and provide evidence - Centennial Park is owned and operated by the City.
 ☐ No Explain and justify rationale for applying for grant funds without current legal access.
APPLICANT CONTACT INFORMATION:

City of Englewood
Name of Applicant (Municipality or District) Dave Lee Primary Contact Person

1155 W. Oxford Ave
Official Address: Street or PO Box Manager of Open Space

Englewood 80110
City Zip Code 303-762-2687

Cell Phone: 720-884-7808 Email:

Name of Funding Partners: Partner Contact Name / Phone / Email:

Arapahoe County Open Space Shareback Funds Dan Einarsen 720-874-6723
deinarsen@co.arapahoe.co.us

Waste Management of Colorado Jack Cella 303-486-6000

Colorado Division of Wildlife Jim Guthrie 303-291-7563

Applicant Federal Employer ID Number (FEIN): 84-6000-583

Authorized Agent Name & Signature (Required):

I, Jerrell Black, Director of Parks and Recreation, hereby affirm that I am the authorized agent for the City of Englewood which is applying for the grant as described herein, and that I am legally authorized on behalf of said entity to apply as its agent for this Arapahoe County Open Space, Parks, and Trails Grant.

Signature of Authorized Agent

February 1, 2011

Date

By what authority is the signatory (above) authorized to represent your entity? Explain: Director of Parks & Rec Attach written evidence of your entity’s official support for this project, as evidence by official action taken on a certain date, in Part H of this application. Evidence may take the form of the following:

X An official, dated resolution from your entity stating full commitment to this project, OR

Entity’s commitment on letterhead from Mayor, Board Chair or authorized Commission

PHOTOGRAPHS – attached on next page
Picnic pavilion on north side of lake
Part B - Trail Project

Type of Trail Project (check one or more as applicable)

X New trail or trailhead construction
X Trail renovation, restoration, replacement, or improvement  □ Trail Maintenance

Trail Users (Please check all that apply)

X Multi-Use Trail  □ Pedestrian Only  □ Equestrian  □ Biking
X Trailhead  □ Skateboarding  □ Equestrian Side Trail  X ADA Accessible
X Trail bridge or crossing  □ In-line skating  X Non-Motorized Only
□ Other: ____________________

TRAIL INFORMATION
(Please include the following)
Miles (or linear feet) of new trail construction
Size/Scope of new trailhead construction or bridge/crossing
Miles (or feet) of trail renovation or maintenance
Miles of inter-connecting travel benefiting from project

0.7 Miles (3696 LF)
25+

TYPE OF TRAIL SURFACE
(Please check all that apply)
□ Asphalt  □ Crusher Fines  □ Concrete  □ Natural/Dirt
□ Other (please specify): ____________________________

Estimated Cost per Mile (or per linear foot) of Trail or Bridge/Crossing: $ ________________

Estimated cost per linear foot is $48. This project also includes removal of asphalt trail at an estimate of $20 per linear foot, landscaping, lake bank stabilization, an ADA foot bridge, erosion control and grading. Total estimated project cost is $394,800.

Part C - Open Space Acquisition Project  N/A

Part D – Open Space Improvement/Construction Project  N/A

Part E – Park Project  N/A
Centennial Park Trail Loop will incorporate an educational component into the project by erecting three signs around the lake to provide trail users with information about the various types of wildlife and natural features surrounding the lake. One sign will provide educational information about the oxbow lake and how it was formed. A second sign will detail information about the types of game fish that inhabit Centennial Lake. The last sign will provide information about unusual duck species that can be found at the lake and their feeding habits.

Example of Educational/Interpretative Signage
Part G – Detailed Project Narrative and Selection Criteria

Criteria for Evaluation Grant Proposals:

1. Project Description: 20 Points

Centennial Park, Englewood's largest park at 46.7 acres, was expanded in 2001 adding three athletic fields, restroom facilities and trail connections to Centennial Lake trail loop and the Mary Carter Greenway Trail on the South Platte River. The expansion project was the result of partnerships and support from the Colorado Rockies McCornick Foundation, City of Sheridan, South Suburban Parks and Recreation District, Urban Drainage and Flood Control, All Souls Catholic School, Arapahoe County, Englewood Youth Sports Association and the Colorado Conservation Trust Fund. The expansion goals were to develop badly needed athletic fields, while enhancing access to Centennial Lake and the South Platte River including trail head parking and access to the Mary Carter Greenway Trail.

Due to project budget constraints lighting for the ball fields was not completed until 2010. An Arapahoe County Open Space grant along with share back funds was used to complete the lighting project.

The 2006, Englewood Parks and Recreation Master Plan cited the need for reconstruction of the asphalt portion of the Centennial Park Trail Loop. This trail reconstruction upgrade will finalize the improvements that were started in 2001. The asphalt section of the trail is 0.7 of a mile. This asphalt section is crumbling and is cracked and buckled in many areas. Widening the trail from 8 feet to 10 feet to accommodate the varied uses on the trail is also a major objective for the project. The new 10 foot wide trail will eliminate a choke point that currently exists on the western side of the lake where the trail narrows to a section of 5 foot wide trail. Widening this section will create a true multi-use trail that in-line skaters and cyclists can use.

Landscaping around a small pond and waterfall will be added to enhance the trail user experience. Educational kiosks, benches and plant material will be installed around the pond to create a scenic gathering area for patrons. Currently, small children enjoy playing around the pond and water fowl gather in this area as well.

Englewood has been successful in banking contingency funds from various sources including Arapahoe County shareback funds in anticipation of moving the project forward quickly once grant funding has been received. We anticipate the construction bidding process to take place during the fall of 2011 with a completion date of January 2012.

The Centennial Park Trail Loop project is ready for implementation in 2011. Funding partners have been established, ACOS shareback funds have been budgeted for the project and the Englewood Parks and Recreation Commission has identified the trail as a priority project within the community.

The trail loop is a much needed addition to Centennial Park and will greatly improve this vital trail connection to the Mary Carter Greenway by creating a true multi-use trail with the widening and by eliminating the 5 foot wide choke point for cyclists and in-line skaters. The trail, as part of Centennial Park, is located along the boundaries to the cities of Englewood, Sheridan, Denver and Littleton.

Water quality will be enhanced by this project through stabilization of the lake shore. Fishermen accessing the lake shore have created bare areas and erosion. The project includes bank and shore stabilization by adding designated crusher fines trails and steps leading to the shore.
The Centennial Park Trail Loop is used by fishermen to access areas around the lake, including two ADA accessible fishing docks. The trail is also heavily used by dog walkers, pedestrians, cyclists and enthusiasts for wildlife observation. By improving this trail from asphalt to a wider concrete trail, we will eliminate numerous trip hazards and make the trail more user friendly. The project also entails removal of an existing expanded metal arched bridge and replacing it with an ADA accessible pedestrian bridge. This trail is also an important east-west access point from neighborhoods in Englewood, Sheridan and Denver to the Mary Carter Greenway Trail.

The trail loop project will have minimal impact on wildlife in the area. Centennial Park is located adjacent to the South Platte River and is part of the riparian river corridor. Wildlife typically uses the park area for food, shelter and nesting grounds. Due to the large number of people using the park and trail, this area is not deemed high value land for wildlife. The parkland has no historical, natural or cultural significance.

2. **County and Community Benefits**

25 Points

Community needs for Centennial Park were addressed during the 2006 Parks and Recreation Master Planning process. A series of community meetings were held to gather citizen input on park amenities citizens would like to see in their community parks. One of the highest priority areas was trails and trail access to the Platte River. The trail provides valuable access for the neighborhoods immediately to the west of Centennial Park including Hillside Manor, Fort Logan and Centennial Acres.

By replacing an existing bridge that is not ADA accessible, adding new landscape features, adding lake shore bank stabilization and educational signage and widening the trail, park users will have greater access to Centennial Lake. The trail renovation and new landscape features will increase traffic and usage around the lake, including new potential uses such as biking and inline skating which are becoming difficult because of the trail conditions, width of the trail and choke point near the pond and waterfall. The trail will enhance the experience for people already using the park for soccer and baseball games, walking, picnicking and fishing. Increasing the trail width and replacing the trail with new concrete will create an additional mile of multiuse trail connecting to the Mary Carter Greenway.

3. **Project Planning, Design, Budgeting**

25 Points

Initial planning for this trail started with the 2003 South Platte River Open Space Plan. This plan was a joint effort by the cities of Sheridan and Englewood as well as Arapahoe County to help promote redevelopment of the South Platte River. The plan helps to provide for a long-range vision of the corridor through recommendations in three primary components: trails and connections, open space and redevelopment. These recommendations include improving access and connections to the trail network.

In 2005, a survey was conducted for households in Englewood as part of the planning process for the 2006 Englewood Parks and Recreation Master Plan. The results indicated that most citizens felt that bike and pedestrian trails were lacking and in need of improvement. The Englewood Parks and Recreation Commission also submitted a letter of support to City Council for the Trail Loop project. The need for trails and connectivity to the Platte River was identified as one of the top priorities within the community. The Centennial Park Trail Loop is an important east-west trail connection that serves communities and neighborhoods to the west of the South Platte River and the Mary Carter Greenway. From this access point, trail users can reach downtown Denver, Chatfield State Park or numerous other trail connections along the Mary Carter Greenway.
Interpretive wildlife signage will be installed along the trail to identify and explain the animal, bird and fish species commonly found in the area.

The trail will be six inch thick concrete, ten feet wide with a two foot clear zone on both sides of the trail for safety. All trail grades will be in accordance with ADA accessibility guidelines and an arched-type bridge connection to the fishing pier will be replaced with an ADA compliant bridge for improved trail and fishing pier access.

Erosion control will be placed around all areas during construction to prevent sediment from reaching the lake. After the trail construction has been completed, restoration of the surrounding area will take place and will include re-grading, seeding and mulching or blankets over the seeded areas.

Englewood has contracted with PKM Design Group for data collection, design, structural bridge design, survey, geotechnical investigations and cost estimates for the project. Matching funds have been budgeted for in the 2011 Open Space Fund (Arapahoe County Share back Funds). Any project cost overages will be addressed in the 10% contingency allocation. If we are awarded successful grant funding through Arapahoe County, the project will be competitively bid in the fall of 2011 with construction commencing in late fall and project completion during the spring of 2012.

Staff will also be applying for additional grant funding through the Colorado Division of Wildlife Fishing is Fun grant program.

4. Partnerships

Staff will be applying for a 2011 Colorado Division of Wildlife Fishing is Fun grant in the amount of $13,000 for this trail project. The Fishing is Fun grant is due March 1, 2011 with award notification in June 2011. Eligible projects include ADA trail access to existing lakes, shoreline and bank stabilization and access bridges. If we are successful in being awarded a Fishing is Fun grant, those funds will be used for bank stabilization as shown on our budget form. Letters of support are included from page 16 through page 25.

Waste Management of Colorado, a neighboring business, has committed $500 in funding toward the trail project. As an Englewood business, Waste Management employees benefit greatly from using the trail loop around Centennial Lake.

5. Long-term Maintenance

The City of Englewood owns the property and the Parks and Recreation Department will be responsible for the long-term maintenance of the trail, landscaping and signage for the project. The City of Englewood annually allocates funding in the Parks and Recreation Department budget for personnel, commodities and capital for regular repair and maintenance for all park infrastructure, amenities and facilities. The parks department currently maintains approximately 10 miles of trails in our parks and along riparian corridors within the city. In addition, the parks department annually replaces trail segments that have become cracked or broken with new concrete in conjunction with our public works department’s concrete utility replacement program. Over $136,000 is allocated annually in the park department budget for repair and maintenance of trails and other infrastructure. Improving the Centennial Park Trail Loop from an asphalt trail to concrete will add 20 or more years to the life expectancy of the trail. Attached is a letter of commitment from Parks and Recreation Director Jerrell Black, affirming our long term maintenance commitment.
Arapahoe County Open Space and Trails Advisory Board
10730 East Briarwood Avenue, Suite 100
Centennial, CO 80122

January 19, 2011

Re: Long-Term Trail Maintenance

Dear Open Space Advisory Board:

The City of Englewood Parks and Recreation Department is committed to the long-term maintenance of all trails within the City of Englewood for the purposes of recreation and transportation. The City of Englewood allocates funds for the long-term maintenance and replacement of trails. These funds include the costs of repairing and maintaining approximately 10 miles of trails within the city. Ongoing maintenance functions also include: trail sweeping, trash pick-up, mowing, weed management and snow removal. The Parks and Recreation Department is funded annually through the City of Englewood’s General Fund as part of the core services provided to the citizens of the City of Englewood. The Centennial Park Trail Loop reconstruction will be included in with the rest of our trail system for long-term maintenance.

Sincerely,

(Jerrell Black
Parks and Recreation Director)
6. Connectivity  

Centennial Park is located adjacent to and west of the Mary Carter Greenway Trail along the South Platte River corridor, just to the north of the Big Dry Creek Trail and confluence of Big Dry Creek. The Mary Carter Greenway extends from Chatfield State Park north into downtown Denver. Centennial Park Trail Loop provides access to numerous other trail connections that can be accessed from the Greenway Trail, such as the Bear Creek Trail, Big Dry Creek Trail, Columbine/Platte Canyon Trail, Railroad Spur Trail, Lee Gulch Trail and the High Line Canal Trail. All of these trails are multi-use and promote a wide range of recreational and transportation uses. Many park users, ball field participants, fishermen and community residents to the west of the park bike or walk to the park. Ample parking at both the Brent Mayne Field and Centennial Park allow for use as trailhead parking. Centennial Park is also within short walking distance of RTD bus routes from South Federal Boulevard.

Interpretive wildlife signage will be installed along the loop trail. Signage will be educational/ informative in nature and depict local native wildlife species and ecosystems typically found in the Platte River riparian corridor.
RESOLUTION NO. 88
SERIES OF 2010

A RESOLUTION SUPPORTING THE CITY OF ENGLEWOOD'S ARAPAHOE COUNTY OPEN SPACE (ACOS) GRANT APPLICATION FOR CENTENNIAL PARK TRAIL LOOP.

WHEREAS, the Centennial Park trail loop project is a renovation of an existing 8 foot wide asphalt trail that is in need of replacement due to deterioration of the asphalt; and

WHEREAS, the 2006 Parks and Recreation Master Plan calls for replacement and widening of the trail around Centennial Lake as well as a waterfall and pond; and

WHEREAS, the trail loop project also includes replacement of a bridge with an ADA accessible bridge and installing landscaping around a waterfall and pond; and

WHEREAS, the asphalt trail will be replaced with a 10 foot wide concrete path to match an existing 10 foot wide portion of concrete trail connection to the Mary Carter Greenway Trail; and

WHEREAS, the Centennial Park Trail Loop project will provide improved access to Centennial Park Lake bank fishing and ADA fishing piers; create a multi-use trail connected to the Mary Carter Greenway; provide educational interpretive signs related to lake/river habitat and provide attractive trail landscaping; and

WHEREAS, the Englewood Parks and Recreation Commission has identified the redevelopment of the Centennial Park Loop Trail as a high priority; and

WHEREAS, the Englewood Parks and Recreation Commission recommended that City Council support the Arapahoe County Open Space Centennial Park Loop Trail Redevelopment grant application at the November 18, 2010 meeting; and

WHEREAS, the total project costs are estimated at $450,000; if this application for the Arapahoe County Open Space Grant is awarded it will provide $250,000; the additional funding of $200,000 has been budgeted in the 2011 Open Space Shareback fund for Parks and Recreation Department;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:
Section 1. The City Council for the City of Englewood, Colorado, hereby supports the City's Arapahoe County Open Space grant application for Centennial Park Trail Loop project.

ADOPTED AND APPROVED this 20th day of December, 2010.

James K. Woodward, Mayor

__________________________
Loucrishia A. Ellis, City Clerk

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

__________________________
Loucrishia A. Ellis, City Clerk
December 1, 2010

Arapahoe County
Open Space and Trails Advisory Board
10730 East Birlarwood Avenue, Suite 100
Centennial, CO 80112

Advisory Board Members:

I am writing this letter of support on behalf of the Englewood Parks and Recreation Commission in support of the Englewood Parks and Recreation Department's grant application for Centennial Park Trail Loop Renovation. The Parks and Recreation Commission was involved with the Centennial Park expansion project that was completed in 2001. More recently the Commission was involved in the lighting of the Centennial Park Ballfields.

Centennial Park is one of the busiest community parks in Englewood. The trail loop is an important east/west connection off of the Mary Carter Greenway Trail. It connects several neighborhoods in Englewood and Sheridan with the Mary Carter Greenway Trail. In addition, the loop trail around Centennial Lake is a popular trail for dog walkers, cyclists, nature watchers and fishermen. The need to improve and widen this trail is important for all of the varied activities that take place around the lake.

Thank you for your consideration of this trail project in the City of Englewood.

Sincerely,

Austin Gomes, Chair
Englewood Parks and Recreation Advisory Board
Arapahoe County Open Space and Trails Advisory Board
10730 East Briarwood Avenue, Suite 100
Centennial, CO 80112

January 19, 2011

Open Space Advisory Board Members:

On behalf of Englewood Parks and Recreation, Waste Management of Colorado, Inc is writing this letter of support for the Centennial Park Trail Loop. Waste Management is a community business located directly adjacent to Centennial Park.

The trail project will not only benefit residents in the region but also benefits many of the 1,200 Waste Management of Colorado, Inc. employees by providing them with a place to walk and exercise during lunch and after work. The trail provides important access to fishing around Centennial Lake as well.

Sincerely,
Waste Management of Colorado, Inc.

Jack Cella
Area Sales Director

From everyday collection to environmental protection, Think Green! Think Waste Management.
December 14, 2010

Arapahoe County Open Space, Parks and Trails
Grants Program
10730 East Briarwood Avenue
Suite 100
Centennial, CO 80122

Dear Review Committee:

On behalf of the South Suburban Park Foundation, please accept this letter of support for the City of Englewood's Centennial Park Trail Loop Project. The proposed project will provide an enhanced multi-use trail connection to the Mary Carter Greenway, a regional trail system.

The Foundation fully supports this trail project since it benefits thousands of users who utilize the Mary Carter Greenway throughout the year. Providing a safe, accessible and pleasing link to Centennial Lake enhances the recreational and transportation elements of the entire south metro trail system. In addition, the trail will provide a new trail link for commuters as well as increase recreation opportunities for users of all ages.

For more than thirty years, the Foundation has collaborated trail project efforts with the City of Englewood and we encourage the Arapahoe County Open Space Program to consider funding this trail project.

Sincerely,

Beverly Bradshaw, Chair
South Suburban Park Foundation

We build trails.
December 30, 2010

Open Space and Trails Advisory Board
c/o Arapahoe County Open Space Division
10730 E. Briarwood Avenue, Ste. #100

Dear Grant Review Committee:

I am writing on behalf of South Suburban Park and Recreation District in support of the City of Englewood’s application to Arapahoe County Open Space for grant funding for the Centennial Park Loop Trail Project. The proposed project will help maintain the quality parks and trails within the South Metro Area and will directly connect to the District’s Mary Carter Greenway, which is a regional trail.

The proposed trail project will enhance accessibility from the Mary Carter Greenway to the popular Centennial Lake Park by providing upgraded A.D.A. access, landscape enhancements and educational kiosks that will interpret and identify wildlife in the area.

Although this grant application may compete for grant dollars with our Arapahoe County Open Space grant applications, the District supports quality park and trail projects that further our citizens’ opportunities to recreate in the South Metro Area.

Sincerely,

David A. Lorenz, Executive Director
Arapahoe County Open Space and Trails Advisory Board
10730 East Briarwood Avenue, Suite 100
Centennial, CO 80112

Dear Open Space Advisory Board:

I am pleased to provide this letter of support for the City of Englewood Parks and Recreation Department’s grant submittal for the Centennial Park Trail Loop. The City of Sheridan has always worked closely with Englewood in supporting and providing recreational opportunities for the residents of both cities.

The trail project will benefit countless area residents by improving trail conditions and safety around Centennial Lake. The trail also provides a valuable and important connection point to the Mary Carter Greenway Trail and points beyond.

The City of Sheridan believes that new and improved recreational opportunities are key to attracting new and maintaining current residents in our area. I strongly encourage you to provide funding for this project.

Sincerely,

[Signature]
City Manager

City of Sheridan
4101 S. Federal Blvd.
Sheridan, CO 80110-5399

www.ci.sheridan.co.us
Dear Committee Members,

I am writing this letter to support the grant application proposed by the Englewood City government regarding improvements to the parks and open space specified within their request.

Freedom Service Dogs enhances the lives of people with disabilities by rescuing dogs and custom training them for individual client needs. We operate in a nearby Englewood-based facility, and through the nature of our business we attract many citizens from throughout the Metro Denver area as volunteers and clients. During the many months of beautiful weather, we encourage the use of this space in a wide variety of ways. This is great for the dogs to take extended walks for purposes of exercise and socialization, and it is a much welcomed oasis in a heavily industrialized section of town.

Since Freedom Service Dogs exists to help people with disabilities, we are particularly supportive of the proposed improvements to paths and sidewalks — a much needed enhancement by itself, but one that will literally grant access for people with disabilities where it would otherwise not exist. For 3 years, we have used portions of this space for an annual festival that has attracted thousands of people from the Metro Denver community. It would make a tremendous impact to show them first-hand the difference these improvements make.

As a nonprofit organization, we recognize the value of working on limited budgets and constantly striving to do more with less. We have seen in our many dealings with the City of Englewood a dedication to prudent and frugal spending with an commitment to producing exceptional quality in the facilities and services they provide. This is model government that should be recognized. Approving this funding application will have far reaching benefits to members throughout Arapahoe County, and as an organization that exists in this community, it is our pleasure to fully endorse this financial request. Please phone our office any time if we can provide more detail on the impact of this initiative on the members of our community.

Sincerely,

Perry Jowsey
Director of Development
Dear Committee Members,

I am writing this letter to support the grant application proposed by the Englewood City government regarding improvements to the parks and open space specified within their request.

I am a volunteer with Freedom Service Dogs, Inc. located in Englewood Colorado. I volunteer my time with this organization because I believe in the support they offer to our returning veterans.

As a volunteer of Freedom Service Dogs I often take dogs that are in training or evaluation on walks at the park, I also attend the annual FSD Festival of the Bastardino that is hosted by Centennial Park. I am so proud to be a resident of the city of Englewood, and offer my support to the proposed improvements to Centennial Park.

Sincerely,

Beverly Nielsen
Freedom Service Dog Volunteer
January 14, 2011

Mr. David Lee
Open Space Manager
Department of Parks & Recreation
City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110

Dear Mr. Lee:
The Denver Bicycle Touring Club board of directors has authorized me to write you a letter in support of your grant request funding for the trail construction in and around Centennial Park. Our club supports your efforts to improve the existing trail and the replacement of the bridge so that it would be ADA accessible. As you mentioned, the current bike path has deteriorated and is in need of repair. Our club always supports the improvement of bike paths for the enjoyment of all citizens to be able to riding their bicycles safely.

We wish to thank you for your efforts in preparing the grant request and hope that you are successful in obtaining the funds necessary to complete this project.

Respectfully,

John Campbell
President of the Denver Bicycle Touring Club
Driving Directions from Arapahoe County Open Space Office:
Take Brianwood Ave. west to Havana St.
Take a left-hand turn onto north-bound Havana St.
Make a right-hand turn onto west-bound Arapahoe Rd.
Take a right-hand turn onto north-bound Interstate 25.
Take the Belleview Ave. exit and make a left-hand turn onto west-bound Belleview Ave.
Make a right-hand turn onto north-bound Santa Fe Dr.
Make a left-hand turn at Union Ave.
Immediately after crossing South Platte River bridge, look for the Brent Mayne Field parking lot on the right.
### Part J - Project Timeline and Acknowledgement of Funding Source

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
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<td>Data Collection, Design and Cost Estimates</td>
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<td>Grant Application Deadline</td>
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<td>ACOS Grant Award</td>
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<td>Intergovernmental Agreements Finalized</td>
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<td>Project Construction</td>
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<td>January 2012</td>
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<tr>
<td>Final Grant Project Report</td>
<td>March 2012</td>
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<tr>
<td>Installation of Grant Signage</td>
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<tr>
<td>Citizen Grand Opening Ceremony and Ribbon Cutting</td>
<td>April 2012</td>
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Temporary signage announcing the trail loop construction project will be installed at the junction of the loop trail and the Mary Carter Greenway Trail. Additional temporary signage will be installed at access points along the loop trail next to parking lots and along Union Avenue. The signage will identify all funding partners for the project and list the project timeline. Permanent signage identifying ACOS support and funding will be installed along the trail loop once the project has been completed.

The South Suburban Park Foundation has agreed to identify the loop trail on their new trail maps. Information will also be added to the City of Englewood's web site identifying the trail and the Englewood Herald will run information and a news story related to the project as construction commences and before the ribbon cutting ceremony. A ribbon cutting celebration will be scheduled in April 2012 as a way to recognize the partnerships, funding agents, citizens, county and local dignitaries that helped make this project happen.
Name of Project: **Centennial Trail Loop Reconstruction**  
Name of City/District: **City of Englewood**

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<th>Sources of Funds</th>
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<td></td>
<td><strong>$394,800</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Uses of Funds - Expenditures</th>
<th>Date</th>
<th>From County Grant</th>
<th>Cash Match</th>
<th>In-Kind Match</th>
<th>Total Project Costs</th>
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<tbody>
<tr>
<td>Materials</td>
<td></td>
<td>$95,800</td>
<td>$45,600</td>
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<td>$141,400</td>
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<tr>
<td>Construction</td>
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<td>$138,000</td>
<td>$73,600</td>
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<td>Use tax and permit fees</td>
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<td>$2,700</td>
<td>$2,700</td>
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<td>$5,400</td>
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<tr>
<td>Required signage acknowledging</td>
<td>At completion of project</td>
<td>$600 required budget expense line item</td>
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<td>$600 required budget expense line item</td>
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<td>grant from Arapahoe County OSPT</td>
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<tr>
<td>Subtotal - Project costs</td>
<td></td>
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<tr>
<td>Contingency (10% of total project)</td>
<td>Not charged to County</td>
<td>$35,800</td>
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<td><strong>Totals - Costs plus contingency</strong></td>
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<td><strong>$237,100</strong></td>
<td><strong>$157,700</strong></td>
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<td><strong>$394,800</strong></td>
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</tbody>
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**GRAND TOTALS IN FAR RIGHT COLUMN (must equal grant request + cash match + in kind match + contingency):**  
$394,800

**Authorized Signature:** ____________________________  
**Date:** 2/1/11

**Print Name:** David Lee  
**Title:** Manager of Open Space

Page 30 of 33
### 1. Trail

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Labor</th>
<th>Materials</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Removal of asphalt mat</td>
<td>SY</td>
<td>2375</td>
<td>$6.00</td>
<td>$14,250.00</td>
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<td>2. Removal of sidewalk</td>
<td>SY</td>
<td>462</td>
<td>$15.00</td>
<td>$6,930.00</td>
<td>$6,930.00</td>
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<tr>
<td>3. Removal of wall</td>
<td>LF</td>
<td>44</td>
<td>$12.00</td>
<td>$528.00</td>
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<td>4. Removal of curb</td>
<td>LF</td>
<td>232</td>
<td>$3.50</td>
<td>$812.00</td>
<td>$812.00</td>
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<td>5. Clearing and grubbing</td>
<td>SF</td>
<td>7,387</td>
<td>$0.10</td>
<td>$738.70</td>
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<td>6. Unclassified Excavation</td>
<td>CY</td>
<td>1,262</td>
<td>$20.00</td>
<td>$25,240.00</td>
<td>$25,240.00</td>
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7. Blading Hour 20 $120.00 $2,400.00 $2,400.00

8. Concrete trail (10' wide x 6') SY 3786 $40.00 $151,440.00 $75,720.00 $75,720.00

9. Retaining Wall (18') LF 44 $80.00 $3,520.00 $1,760.00 $1,760.00

10. Concrete curb LF 250 $50.00 $12,500.00 $6,250.00 $6,250.00

11. Native Seeding AC 0.25 $416.00 $104.00 $52.00 $52.00

12. Sod SF 400 $1.00 $400.00 $200.00 $200.00

**Subtotal Trail Estimate** $219,862.70 $135,380.70 $84,482.00

### 2. Fishing Access

<table>
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<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Labor</th>
<th>Materials</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Clearing and grubbing</td>
<td>SF</td>
<td>4,623</td>
<td>$0.10</td>
<td>$462.30</td>
<td>$462.30</td>
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<tr>
<td>2. Crusher Fines (4&quot; depth)</td>
<td>CF</td>
<td>1,525</td>
<td>$3.50</td>
<td>$5,337.50</td>
<td>$2,000.00</td>
<td>$3,337.50</td>
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<tr>
<td>3. Borrow (Complete in place)</td>
<td>CY</td>
<td>50</td>
<td>$10.00</td>
<td>$500.00</td>
<td>$200.00</td>
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<td>4. Metal Edging</td>
<td>LF</td>
<td>164</td>
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<td>$492.00</td>
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<td>$246.00</td>
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<td>5. Landscape Boulders</td>
<td>FA</td>
<td>222</td>
<td>$85.00</td>
<td>$18,870.00</td>
<td>$9,435.00</td>
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<td>6. Unclassified Excavation</td>
<td>CY</td>
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**Subtotal Fishing Access** $25,731.80 $12,413.30 $13,318.50

### 3. Interpretive Signs

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<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Labor</th>
<th>Materials</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. High Pressure Laminate signs</td>
<td>EA</td>
<td>9</td>
<td>$280.00</td>
<td>$2,520.00</td>
<td>$2,520.00</td>
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<tr>
<td>(3 plus 2 extras of each)</td>
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<td></td>
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<td>2. Sign frames</td>
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<td>3</td>
<td>$450.00</td>
<td>$1,350.00</td>
<td>$75.00</td>
<td>$1,275.00</td>
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</tbody>
</table>

**Subtotal Interpretive Signs** $3,870.00 $75.00 $3,795.00

### 4. Pond Renovations

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<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Labor</th>
<th>Materials</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Remove rock in concrete</td>
<td>SF</td>
<td>208</td>
<td>$3.00</td>
<td>$624.00</td>
<td>$624.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Page 31 of 33
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost 1</th>
<th>Total Cost 2</th>
<th>Total Cost 3</th>
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</thead>
<tbody>
<tr>
<td>2 Clearing and grubbing</td>
<td>SF</td>
<td>499.1</td>
<td>$0.10</td>
<td>$499.10</td>
<td>$499.10</td>
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<tr>
<td>3 Fence (temporary plastic)</td>
<td>LF</td>
<td>15</td>
<td>$20.00</td>
<td>$300.00</td>
<td>$100.00</td>
<td>$200.00</td>
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<tr>
<td>4 Borrow (Complete In place)</td>
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<td>40</td>
<td>$6.30</td>
<td>$252.00</td>
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<td>5 Boulder Relocation</td>
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<tr>
<td>6 Fine Grading</td>
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<td>1</td>
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<td>$400.00</td>
<td>$400.00</td>
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<tr>
<td>7 Metal Benches</td>
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<td>$1,500.00</td>
<td>$4,500.00</td>
<td>$500.00</td>
<td>$4,000.00</td>
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<tr>
<td>8 Crusher Fines (4&quot; depth)</td>
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<td>$3.50</td>
<td>$913.50</td>
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<td>9 Weed Barrier Fabric</td>
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<td>$1.50</td>
<td>$130.50</td>
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<td>10 Topsoil (4&quot; depth)</td>
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<td>67</td>
<td>$10.00</td>
<td>$670.00</td>
<td>$335.00</td>
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<td>11 Soil Preparation (Special)</td>
<td>SF</td>
<td>783</td>
<td>$0.10</td>
<td>$78.30</td>
<td>$40.00</td>
<td>$38.30</td>
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<tr>
<td>12 Cedar Mulch (4&quot; depth)</td>
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<td>1805</td>
<td>$2.65</td>
<td>$4,783.25</td>
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<td>13 Deciduous Tree (3&quot; cal.)</td>
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<td>1</td>
<td>$450.00</td>
<td>$450.00</td>
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<tr>
<td>14 Deciduous Tree (2&quot; cal.)</td>
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<td>3</td>
<td>$350.00</td>
<td>$1,050.00</td>
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<td>15 Ornamental Grass (5 gal.)</td>
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<td>16</td>
<td>$50.00</td>
<td>$800.00</td>
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<td>16 Ornamental Grass (1 qt.)</td>
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<td>92</td>
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<td>17 Perennial (2-1/4&quot; pot)</td>
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<td>18 Deciduous Shrub (5 gal.)</td>
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<td>95</td>
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<td>19 Evergreen Shrub (5 gal.)</td>
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<td>$35.00</td>
<td>$280.00</td>
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<td>20 2&quot; Control Valves</td>
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<td>$800.00</td>
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<td>$400.00</td>
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<td>21 1&quot; Lateral Pipe</td>
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<td>$437.10</td>
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<td>22 1-1/2&quot; Lateral Pipe</td>
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<td>124</td>
<td>$1.75</td>
<td>$217.00</td>
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<td>23 2&quot; Lateral Pipe</td>
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<td>160</td>
<td>$2.35</td>
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<td>$188.00</td>
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<td>24 Rotary Nozzle Spray Heads</td>
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<td>$20.00</td>
<td>$860.00</td>
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<td><strong>SUBTOTAL POND RENOVATIONS</strong></td>
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<td><strong>$28,266.75</strong></td>
<td><strong>$14,474.40</strong></td>
<td><strong>$13,792.35</strong></td>
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<td><strong>5.Pedestrian Bridge</strong></td>
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<td></td>
</tr>
<tr>
<td>1 Removal of Bridge</td>
<td>EA</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<tr>
<td>2 Structure Excavation</td>
<td>CY</td>
<td>16</td>
<td>$15.00</td>
<td>$240.00</td>
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<tr>
<td>3 Structure Backfill (Class 1)</td>
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<td>$18.00</td>
<td>$288.00</td>
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<td>4 Drilled Caisson (24 Inch)</td>
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<td>$85.00</td>
<td>$13,600.00</td>
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<tr>
<td>5 Riprap (12 Inch)</td>
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<td>29</td>
<td>$45.00</td>
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<tr>
<td>6 Concrete Class D (Bridge)</td>
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<td>11</td>
<td>$375.00</td>
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<td>7 Reinforcing Steel (Epoxy Coated)</td>
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<td>$2,200.00</td>
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<td>8 Concrete Sidewalk (Colored)</td>
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<td>$47.00</td>
<td>$987.00</td>
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<td>9 Bridge Girder and Deck Unit</td>
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<td>$25,600.00</td>
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<tr>
<td><strong>SUBTOTAL PEDESTRIAN BRIDGE</strong></td>
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<td><strong>SUBTOTAL ITEMS 1-5</strong></td>
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<td>Mobilization</td>
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<td>Erosion Control (Force Account)</td>
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<td>Permits ($200 - Grading/$245 - Stormwater Permit 1 to 5 acres)</td>
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<td>445.00</td>
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<td>Testing/Inspections/Staking</td>
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<td>14,929.81</td>
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<td><strong>SUBTOTAL LABOR AND MATERIALS</strong></td>
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<tr>
<td>Sales Tax (3.5%)</td>
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<td>4,949.43</td>
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<td><strong>SUBTOTAL ALL ITEMS</strong></td>
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<td>10% Contingency</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>394,209.66</td>
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</table>
COUNCIL COMMUNICATION

Date: August 1, 2011
Agenda Item: 9 a iv
Subject: Intergovernmental Agreement (IGA) with Arapahoe County for Hampden Ave. Overlay

Initiated By: Department of Public Works
Staff Source: Brad Hagan, Streets Maintenance Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Staff discussed this proposed IGA at the July 11, 2011 Study Session.

RECOMMENDED ACTION

Staff recommends Council approval of a Bill for an Ordinance to enter into an agreement with Arapahoe County regarding the rotomilling and asphalt overlay of E. Hampden Ave between S. Lafayette St and Highway 285.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Hampden Ave, east of Lafayette St., is located in unincorporated Arapahoe County and the pavement is in need of surface maintenance. The Street Division of Public Works contacted the County and reminded them of their responsibility for this section of roadway. The County does not have this on their list for surface maintenance in the near future so we offered to include it as part of our 2011 in-house overlay project if the County would pay for materials and trucking costs.

FINANCIAL IMPACT

The estimated cost for the work is $2,058. The County has agreed to pay actual costs up to a maximum of $2,500.

LIST OF ATTACHMENTS

Bill for an Ordinance
BY AUTHORITY
ORDINANCE NO. _____ SERIES OF 2011
COUNCIL BILL NO. 43 INTRODUCED BY COUNCIL MEMBER ______________

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF ENGLEWOOD, COLORADO REGARDING OVERLAY OF EAST HAMPDEN AVENUE BETWEEN SOUTH LAFAYETTE STREET AND HIGHWAY 285.

WHEREAS, Hampden Avenue, east of Lafayette Street, is located in unincorporated Arapahoe County and the pavement is in need of surface maintenance; and

WHEREAS, Arapahoe County is responsible for this section of roadway; and

WHEREAS, Arapahoe County does not have this on their list for surface maintenance in the near future so the City of Englewood offered to include it as part of the City’s 2011 in-house overlay project if Arapahoe County would pay for materials and trucking costs; and

WHEREAS, the passage of this Ordinance authorizes an “Intergovernmental Agreement between Arapahoe County and the City of Englewood” regarding the rotomilling and asphalt overlay of East Hampden Avenue between South Lafayette Street and Highway 285;

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 Attachment 1, “Intergovernmental Agreement Between Arapahoe County and the City of Englewood” for the rotomilling and asphalt overlay of East Hampden Avenue between South Lafayette Street and Highway 285.

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

Introduced, read in full, and passed on first reading on the 1st day of August, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of August, 2011.
Published as a Bill for an Ordinance on the City’s official website beginning on the 3rd day of August, 2011 for thirty (30) days.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 1st day of August, 2011.

Loucrishia A. Ellis
INTERGOVERNMENTAL AGREEMENT
BETWEEN ARAPAHOE COUNTY AND THE CITY OF ENGLEWOOD

This Intergovernmental Agreement is entered into this ___ day of ____________, 2011, by and between the Board of County Commissioners of Arapahoe County, Colorado ("County") and The City of Englewood ("Englewood"), collectively referred to herein as the "Parties."

WHEREAS, Section 29-1-203, C.R.S, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with local governments in order to provide any lawfully authorized function, service or facility; and

WHEREAS, E. Hampden Avenue, from E. Hampden Avenue Bypass to S. Lafayette Street lies within the jurisdiction of unincorporated Arapahoe County; and

WHEREAS, the parties desire to complete a joint project to mill and overlay E. Hampden Avenue, from E. Hampden Avenue Bypass to S. Lafayette Street, (hereafter "the Project"); and

WHEREAS, Arapahoe County and The City of Englewood have agreed to the extent and division of work to be done by each entity on the Project; and

WHEREAS, Arapahoe County has appropriated funds from its 2011 budget sufficient to reimburse The City of Englewood for the work to be done by The City of Englewood on Arapahoe County's portion of the Project at costs reflected herein; and

WHEREAS, The City of Englewood has appropriated funds from its 2011 budget sufficient to perform its obligations herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants made herein, the Parties agree as follows:

1.0 Scope of Work.

1.1 The scope of work for the Project consists of full width milling to the required depth, followed by 1.5" asphalt overlay of the Project. (See Exhibit A, Project Site Map).

1.2 The City of Englewood will be responsible for milling and overlay of the street within the Project limits. Millings generated by the work are to be retained or disposed of by The City of Englewood.

1.3 The City of Englewood will be responsible for performing any pre-paving preparation needed within the Project limits; including milling, sweeping and tacking.
1.4 The estimated cost for Arapahoe County's portion of the work is $2,058.00 as identified in Exhibit B, Quantity and Cost Estimate. Actual finished costs, including contingency, shall not exceed $2,500 for Arapahoe County's portion of the work.

1.5 According to Arapahoe County Administrative Procedure 87-5, 1989, utility adjustments during overlay for water and sanitary manholes and valve boxes shall be the responsibility of the effected water and sanitation district.

2. Term. The term of the Agreement shall be from commencement of construction of the Project, which shall begin prior to October 15, 2011, and termination shall be upon completion of the Project and payment thereof, or no later than December 31, 2011, whichever shall occur first.

3. Compensation and Payment.

3.1 Arapahoe County shall allocate funds from the 2011 budget in an amount not to exceed $2,500.00, according to the per ton unit price shown on Exhibit B, to reimburse The City of Englewood for Arapahoe County's portion of the Project.

3.2 Cost estimates used for the Project are based on unit prices and quantities provided by The City of Englewood. Reimbursement shall be according to the actual in-place quantities, as reported by The City of Englewood and accepted by Arapahoe County, up to a maximum of $2,500.00.

3.3 Upon final inspection and acceptance of work, compensation shall be paid by Arapahoe County within thirty (30) days of receipt of invoice from the City of Englewood.

4. Successors and Assigns. The Agreement shall be to the benefit of, and be binding upon, the Parties, their successors and assigns.

5. Assignment of Liability. This agreement does not create any assignment of liability. Arapahoe County and The City of Englewood acknowledge they retain any liability within their jurisdictional boundaries, subject to C.R.S. §24-10-101, et. seq.

6. No Third-Party Beneficiaries. The benefits and burdens of the Agreement shall inure solely to the Parties. There are no third-party beneficiaries of the Agreement.

7. Applicable Law. The Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

8. Non-Waiver. No waiver of any of the provisions of the Agreement shall be deemed to constitute a waiver of any other of the provisions of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
9. **Severability.** Should any one or more provisions of the Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft such language that will achieve the original intent of the Parties hereto.

10. ** Enforcement.** The Parties agree the Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that, by executing the Agreement, each Party commits itself to perform pursuant to these terms contained herein, and that any breach hereof that results in any recoverable damages shall not cause the termination of any obligations created by the Agreement unless such termination is declared by the Party not in breach hereof.

11. **Assignability.** Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.

12. **Liability of the Parties.** No Party shall have any obligation whatsoever to repay any debt, financial obligation, or liability of the other Party.

13. **Survival.** Each and every covenant, promise, or term contained in the Agreement shall not merge in any deed or other document executed by either or both Parties to affect the Agreement, but shall survive such instrument.

14. **Headings for Convenience.** The headings, captions, and titles contained herein are for convenience and reference only and are not intended to enlarge or restrict the content thereof.

15. **Entire Agreement.** The Agreement constitutes the entire Agreement between the Parties with respect to the matters addressed herein. Any prior agreements, promises, negotiations, representations, or understandings not expressly set forth in the Agreement are of no force and effect. The Agreement may not be modified except in writing executed by both Parties.

16. **Notice of Communications.** All notice required under the Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States Postal Service mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.
Notice to Arapahoe County:

Board of County Commissioners
Arapahoe County
5334 South Prince Street
Littleton, Colorado 80126-0001

With copy to:

Kathryn Schroeder, Esq.
Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80126-0001

and

Dave Schmit, Director
Department of Public Works and Development
10730 East Briarwood Avenue
Centennial, Colorado 80112

Notice to The City of Englewood:

Rick Kahm, Director

Public Works Department
1000 Englewood Parkway
Englewood, CO 80110

17. Termination. This Agreement may be terminated, with or without cause, by either Party hereto upon thirty days’ written notice to the other Party.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written:

By: ___________________________  Date: ___________________________
    David M. Schmit, P.E., Director,
    Public Works and Development
    Resolution No. 11-0143

Attest:

By: ___________________________  Date: ___________________________

CITY OF ENGLEWOOD

By: ___________________________  Date: ___________________________
    Jim Woodward, Mayor

Attest:

City Clerk

:  

_________________________________
### IGA Exhibit B: Quantity and Cost Estimate

**Arapahoe County - City of Englewood**

Intergovernmental Agreement

**FF** for Paving of E. Hampden Avenue bypass

E. Hampden Avenue to S. Lafayette St.

**Date:** 5/23/2011

<table>
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<th>Unit</th>
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<th>Quantity</th>
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<td>1.5&quot; Overlay</td>
<td>Ton</td>
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<td>42</td>
<td>$2,058.00</td>
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**Note:** Estimate based on mutually agreed area of 500 SY.
BY AUTHORITY

ORDINANCE NO. _____ SERIES OF 2011
COUNCIL BILL NO. 37
INTRODUCED BY COUNCIL MEMBER WILSON

AN ORDINANCE AUTHORIZING THE PURCHASE OF FIVE ADDITIONAL UNIDENTIFIED SINGLE-FAMILY, VACANT, FORECLOSED PROPERTIES LOCATED IN THE CITY OF ENGLEWOOD, COLORADO TO FULFILL THE AMENDED NEIGHBORHOOD STABILIZATION PROGRAM CONTRACT BETWEEN THE COLORADO DEPARTMENT OF LOCAL AFFAIRS AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City Council of the City of Englewood, Colorado authorized an application to the Colorado Department of Local Affairs, Colorado Division of Housing, for a portion of Arapahoe County’s allocations of the Federal Neighborhood Stabilization Program funds (NSP1) for funding Project Rebuild by the passage of Resolution No. 34, Series 2009; and

WHEREAS, the City of Englewood Project Rebuild was awarded $1,253,379 to purchase, rehabilitate, and sell single-family vacant, foreclosed properties in eligible census tracts located in the City of Englewood; and

WHEREAS, the City Council of the City of Englewood, Colorado authorized the execution of an intergovernmental contract for Neighborhood Stabilization Program grant funding between the Colorado Department of Local Affairs and the City of Englewood, Colorado which allowed the purchase of 10 qualifying and then three additional properties for rehabilitation under this program; and

WHEREAS, generally, when real estate is owned by lenders and government holding agencies (e.g. FHA, VA, FNMA, etc.) they require closing dates to be set within 30 days of their acceptance of an offer to purchase or bid. With this short time frame it would be impossible to gain City Council approval for acquisition of individual site-specific properties given the 45-60 day ordinance approval timeframe; and

WHEREAS, Section 72 of the Englewood Home Rule Charter requires that real property may be sold, but only by ordinance, not using the emergency provision; and

WHEREAS, each property acquired for Project Rebuild will be brought before City Council as soon as possible to receive approval to sell each property to eligible buyers; and

WHEREAS, Council approved a second amendment to the NSP1 Grant that allowed the City to retain the NSP1 Grant Program Income funds until the program ends in 2013; and

WHEREAS, City Council Authorized the purchase of two additional unidentified Single-Family, Vacant, Foreclosed properties located in Englewood with the passage of Ordinance No. 3, 2011; and
WHEREAS, the City has purchased 14 houses and has another under contract for a total of 15; 4 have been sold; contracts are pending for 2 more (one is scheduled to close July 15th, and the other is scheduled to close August 12th); therefore 10 homes are currently in inventory; and

WHEREAS, Staff requests the City Council authorize the purchase of five (5) additional currently unidentified qualifying houses with those retained 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 purchase of five (5) additional unidentified single-family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood as a part of the NSP1 contract with the Colorado Department of Local Affairs funded through the Neighborhood Stabilization Program Grant (NSP1 Grant).

Introduced, read in full, and passed on first reading on the 18th day of July, 2011.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of July, 2011.

Published as a Bill for an Ordinance on the City’s official website beginning on the 20th day of July, 2011 for thirty (30) days.

Read by title and passed on final reading on the 1st day of August, 2011.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2011, on the 5th day of August, 2011.

Published by title on the City’s official website beginning on the 3rd day of August, 2011 for thirty (30) days.

________________________________________________________
James K. Woodward, Mayor

ATTEST:

________________________________________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2011.

________________________________________________________
Loucrishia A. Ellis
BY AUTHORITY

ORDINANCE NO. ______
SERIES OF 2011

COUNCIL BILL NO. 38
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE ACCEPTING TWO EASEMENTS FROM BANK OF THE WEST FOR THE CITY TO INSTALL TRAFFIC SIGNAL EQUIPMENT IN THE LOCATION OF BROADWAY AND QUINCY.

WHEREAS, the existing traffic signal at the Broadway/Quincy intersection is obsolete with substandard poles and mast arm structures, and small 8 inch signal indications; and

WHEREAS, this is one of two traffic signals on the Broadway corridor that have not yet been upgraded with the other old signal located at Mansfield intersection; and

WHEREAS, the Public Works Department has budgeted in the Public Improvement Fund (PIF) funds to upgrade the Quincy/Broadway signal; and

WHEREAS, public Right-of-Way along with existing utility conflicts, creates the necessity to acquire easement from Bank of the West on the SW corner of the intersection; and

WHEREAS, the passage of this Ordinance authorizes the acceptance a permanent easement and a temporary construction easement from Bank of the West to the City which will provide for the installation of traffic signal equipment on Broadway and Quincy;

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 hereby authorizes the acceptance of a Grant of Easement, attached hereto as Attachment 1, and a Temporary Construction Easement, attached hereto as Attachment 2, from Bank of the West to the City for the installation of traffic signal equipment located on the SW corner of Quincy and Broadway for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 18th day of July, 2011.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of July, 2011.
Published as a Bill for an Ordinance on the City’s official website beginning on the 20th day of July, 2011 for thirty (30) days.

Read by title and passed on final reading on the 1st day of August, 2011.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2011, on the 5th day of August, 2011.

Published by title on the City’s official website beginning on the 3rd day of August, 2011 for thirty (30) days.

__________________________
James K. Woodward, Mayor

ATTEST:

__________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2011.

__________________________
Loucrishia A. Ellis
GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BANK OF THE WEST Owners of 4301 South Broadway, Englewood, Colorado 80110, County of Arapahoe through merger with Commercial Federal Bank. See Exhibit A, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, does hereby grant and convey to the CITY OF ENGLEWOOD, a municipal corporation duly organized and existing under and by virtue of the constitution of the State of Colorado, an easement and right-of-way for traffic control purposes upon, across, in, through and under the following described real property situate in the City of Englewood, County of Arapahoe, State of Colorado, to wit:

A rectangle of land consisting of 30 square feet, more or less and shown on the attached Exhibit B attached hereto and incorporated herein.

reserving, however, to the undersigned, its successors and assigns, the right to utilize and enjoy the above-described premises providing the same shall not interfere with the construction, maintenance, repair, inspection and operation of said traffic control device and providing further that the grantor shall not cause substantial improvements to encroach upon the above-described right-of-way, and the City shall not be liable for removal thereof if so placed.

SIGNED AND DELIVERED this ____ day of _____________, 2011.

By: ______________________

STATE OF

) ) ss.
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____________, 2011, by ______________ as ______________ ___________________ of Bank of the West.

Notary Public
Address:

My Commission expires: __________.
STATE OF CALIFORNIA

DEPARTMENT OF FINANCIAL INSTITUTIONS

CERTIFICATE OF MERGER

Pursuant to Financial Code Section 4991, I, BRIAN YUEN, Acting Commissioner of Financial Institutions of the State of California, do hereby certify that Commercial Federal Bank (the disappearing depository corporation) merged into Bank of the West (the surviving depository corporation) pursuant to the Agreement of Merger dated as of November 23, 2005, and that, under Financial Code Section 4987(b), the merger became effective at 3:02 p.m., Pacific Standard Time, December 2, 2005.

Given under my hand and official seal on this 2nd day of December, 2005, in Sacramento, California.

BRIAN YUEN
Acting Commissioner of Financial Institutions

By

KENNETH SAYRE-PETERSON
Assistant General Counsel
DESCRIPTION OF PERMANENT EASEMENT

A PORTION OF LOT 48, BLOCK 1,
WOLLENWEBER'S BROADWAY HEIGHTS, SECOND ADDITION,
MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 48,
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 48,
A DISTANCE OF 10.00 FEET;

THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 48,
A DISTANCE OF 3.00 FEET;

THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID LOT 48,
A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTH LINE
OF SAID LOT 48;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 48,
A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING,
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO

CONTAINING 30.0 SQUARE FEET

NOTE:
THIS IS NOT A MONUMENTED BOUNDARY SURVEY

COLORADO ENGINEERING & SURVEYING, INC.

By: 
Date: MAY 5, 2011
TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made by and between the City of Englewood, Colorado, (hereinafter referred to as "the City") and BANK OF THE WEST, Owners of 4301 South Broadway, Englewood, Colorado 80110 through merger with Commercial Federal Bank dated December 2nd, 2005.

WHEREAS, the City and Bank of the West have entered into an agreement necessitated by the City's construction of a traffic control equipment. For the consideration of Ten Dollars ($10.00), the Grantor will allow the use of the property described below for construction of said traffic control equipment; and

WHEREAS, the Temporary Construction Easement shall be for the real property located in the County of Arapahoe, State of Colorado as shown on the attached map attached hereto as Exhibit A and incorporated herein.

NOW, THEREFORE, it is agreed between the City and Bank of the West as follows:

1. Bank of the West hereby grants to the City and its representative contractor a temporary construction easement upon the property defined above solely for the construction of traffic control signal box as described in the attached map.

2. The City agrees to restore and repair any improvements upon the Grantors property which may be damaged by the City or its representatives during such construction.

This agreement shall terminate upon completion of the construction upon the Property by the City, or, by mutual agreement, at an earlier date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the ______ day of __________________________, 20___.

GRANTOR:

By __________________________

STATE OF )
) ss.
COUNTY OF )

The foregoing instrument was acknowledged before me this _____ day of __________________________, 20___, by __________________________ as __________ of Bank of the West.

________________________
Notary Public

My Commission expires: __________
EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN NORTHWEST 1/4 SECTION 10,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO

SCALE 1" = 30'

0 15 30

QUINCY AVENUE

NORTH LINE LOT 48

TEMPORARY CONSTRUCTION EASEMENT

POINT OF BEGINNING

7.00'

10.00'

3.00'

POINT OF COMMENCEMENT
NORTHEAST CORNER LOT 48

LOT 1

LOT 48

16' ALLEY

LOT 47

LOT 46

LOT 32 - 48, BLOCK 1,
WOLLENWEBER'S BROADWAY HEIGHTS, SECOND ADDITION,
MORE PARTICULARLY DESCRIBED AS FOLLOW:ES;
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 48;
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 48,
A DISTANCE OF 10.00 FEET;
THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 48,
A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTHEASTERLY A DISTANCE OF 12.21 FEET, MORE OR LESS,
TO A POINT ON THE NORTH LINE OF SAID LOT 48, SAID POINT BEING
10.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 48;
THENCE EAST ALONG THE NORTH LINE OF SAID LOT 48,
A DISTANCE OF 7.00 FEET;
THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID LOT 48,
A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO

CONTAINING 35.0 SQUARE FEET

NOTE: THIS IS NOT A MONUMENTED BOUNDARY SURVEY

COLORADO ENGINEERING & SURVEYING, INC.

By ____________________________

Date: MAY 5, 2011

COLORADO ENGINEERING & SURVEYING INC., 3470 SO. SHERMAN ST. #2, ENGLEWOOD, COLORADO 80113 (303)-761-8055
BY AUTHORITY

ORDINANCE NO. ______ SERIES OF 2011  COUNCIL BILL NO. 46 INTRODUCED BY COUNCIL MEMBER WILSON

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE 2011 EMERGENCY MANAGEMENT PERFORMANCE GRANT/LOCAL EMERGENCY MANAGEMENT SUPPORT (LEMS) AWARDED TO THE CITY OF ENGLEWOOD, COLORADO BY THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS.

WHEREAS, the Emergency Management Performance Grants (EMPG) program is designed to provide supplemental funds for the strengthening of local government emergency management programs in preparing their communities for disaster planning, mitigation, response and recovery while conserving local resources; and

WHEREAS, the City of Englewood received grants from the EMPG program starting in early 2008, to assist in the development of the emergency management program for the City; and

WHEREAS, the Colorado Division of Emergency Management has stated that the EMPG program is expected to continue for the foreseeable future and has encouraged the City’s participation; and

WHEREAS, EMPG reimbursement grant funding is designated to support the City’s emergency management program, but is not targeted to any specific purchase or expenditure; and

WHEREAS, in the past funding has been used for a number of improvements in the City of Englewood emergency management program, including:

- Funding for one part-time staff member to assist with day-to-day emergency management duties.
- Providing assistance to various departments in their continuity of operations planning.
- Training city employees in a variety of programs, including hazardous materials response and mitigation.
- Ongoing infrastructure improvements; and

WHEREAS, the City of Englewood has been awarded $34,900 by the State of Colorado 2011 Emergency management Performance Grants (EMPG) program;

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 authorized the acceptance of the Emergency Management Performance Grant (EMPG) Special Project Grant, attached hereto as Attachment 1.

Section 2. The Mayor is hereby authorized to sign said Agreement for and on behalf of the City of Englewood, Colorado.
Introduced, read in full, and passed on first reading on the 18th day of July, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of July, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of July, 2011 for thirty (30) days.

Read by title and passed on final reading on the 1st day of August, 2011.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011, on the 5th day of August, 2011.

Published by title on the City's official website beginning on the 3rd day of August, 2011 for thirty (30) days.

______________________________
James K. Woodward, Mayor

ATTEST:

______________________________
Locrishia A. Ellis, City Clerk

I, Locrishia 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 2011.

______________________________
Locrishia A. Ellis
AGREEMENT

between the

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

and the

CITY OF ENGLEWOOD

**Summary**

<table>
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<th>Form of Financial Assistance:</th>
<th>Grant</th>
<th>Loan</th>
<th>Award Amount:</th>
<th><strong>$34,900</strong></th>
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**Agreement Identification:**

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<td>Contract Management System #:</td>
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<td>(State of Colorado's primary identification # for this agreement)</td>
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**Project Information:**

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<td>Project Name:</td>
<td>2011 Emergency Management Performance Grant/Local Emergency Management Support (LEMS)</td>
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<tr>
<td>Performance Period:</td>
<td>Start Date: 10/1/2010 End Date: 06/30/2012</td>
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<td>Brief Description of Project / Assistance:</td>
<td>The annual EMPG/LEMS grants enhance all-hazards emergency management planning/preparedness, mitigation, response and recovery capabilities in the State of Colorado by providing financial support to local jurisdictions to staff and operate their emergency management programs.</td>
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**Program & Funding Information:**

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<td>Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds):</td>
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<tr>
<td>Funding Account Codes:</td>
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# TABLE OF CONTENTS

1. PARTIES ............................................................... 2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY .................. 2
3. RECITALS ............................................................. 3
4. DEFINITIONS ......................................................... 3
5. TERM and EARLY TERMINATION ....................................... 4
6. STATEMENT OF PROJECT ............................................. 4
7. PAYMENTS TO GRANTEE .............................................. 4
8. REPORTING - NOTIFICATION ....................................... 5
9. GRANTEE RECORDS .................................................. 6
10. CONFIDENTIAL INFORMATION-STATE RECORDS ................... 6
11. CONFLICTS OF INTEREST ......................................... 7
12. REPRESENTATIONS AND WARRANTIES ................................ 7
13. INSURANCE .......................................................... 7
14. BREACH ............................................................. 9
15. REMEDIES .......................................................... 9
16. NOTICES and REPRESENTATIVES ................................. 11
17. RIGHTS IN DATA, DOCUMENTS, and COMPUTER SOFTWARE .... 11
18. GOVERNMENTAL IMMUNITY ....................................... 11
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM ................... 12
20. RESTRCTION ON PUBLIC BENEFITS .............................. 12
21. GENERAL PROVISIONS ............................................ 12
22. COLORADO SPECIAL PROVISIONS ................................. 15

SIGNATURE PAGE ..................................................... 17

EXHIBIT A - APPLICABLE LAWS ...................................... A-1
EXHIBIT B - STATEMENT OF PROJECT (SOP) ......................... B-1
EXHIBIT C - GRANT APPLICATION PACKAGE ........................... C-1
EXHIBIT D - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA) PROVISIONS ................................. D-1
FORM 1 - GRANT FUNDING CHANGE LETTER .......................... F1-1

---

1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between the CITY OF ENGLEWOOD (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Emergency Management (hereinafter called the "State" or "DOLA").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

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

A. ☐ The Effective Date.
B. ☐ The later to occur of the Effective Date or the date of a separate letter issued by the Department ("Release of Funds Letter") notifying Grantee of the completion of a satisfactory environmental review and authorizing Grantee to obligate or use Grant Funds.
C. ☐ The Effective Date; provided, however, that all Project costs, if specifically authorized by the funding authority, incurred on or after ____, may be submitted for reimbursement as if incurred after the Effective Date.
D. ☐ insert date for authorized pre-agreement costs, as defined in §4 below and/or in Exhibit B, Statement of Project. Such costs may be submitted for reimbursement as if incurred after the Effective Date.
E. ☒ The Effective Date; provided, however, that the costs identified in the checked subsections below may be submitted for reimbursement as if incurred after the Effective Date (see checked suboption(s) below):
   i. ☒ All Project costs incurred on or after October 1, 2010; and
ii. □ Pre-award costs for insert purpose, if any, incurred on or after insert starting date allowed under the federal award for pre-award costs.

F. □ All or some of the costs or expenses incurred by Grantee prior to the Effective Date which have been or will be paid with non-federal funds may be included as a part of Grantee's non-federal match requirement, set forth herein and in Exhibit B. Statement of Project, if such costs or expenses are properly documented as eligible expenses in accordance with Exhibit B, §6.6.

3. RECITALS
A. Authority, Appropriation, and Approval
Authority to enter into this Grant exists in CRS §24-32-2105 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration
The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose
The purpose of this grant agreement is described in Exhibit B.

D. References
All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS
The following terms as used herein shall be construed and interpreted as follows:

A. Evaluation
"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6 and Exhibit B.

B. Exhibits and Other Attachments
The following are attached hereto and incorporated by reference herein:
   i. Exhibit A (Applicable Laws)
   ii. Exhibit B (Statement of Project)
   iii. Exhibit C (Grant Application Package)
   iv. Exhibit D (FFATA Provisions)
   v. Form 1 (Grant Funding Change Letter)

C. Goods
"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

D. Grant
"Grant" means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

E. Grant Funds
"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

F. Party or Parties
"Party" means the State or Grantee and "Parties" means both the State and Grantee.

G. Pre-contract costs
"Pre-agreement costs", when applicable, means the costs incurred on or after the date as specified in §2 above, and the Effective Date of this Grant. Such costs shall have been detailed in Grantee's grant application and specifically authorized by the State and incorporated hereinto Exhibit B.

H. Project Budget
"Project Budget" means the budget for the Work described in Exhibit B.
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I. Program
 "Program" means the grant program, as specified on the first page, that provides the funding for this Grant.

J. Review
 "Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and Exhibit B

K. Services
 "Services" means the required services to be performed by Grantee pursuant to this Grant.

L. Sub-grantee
 "Sub-grantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

M. Work
 "Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit B, including the performance of the Services and delivery of the Goods.

N. Work Product
 "Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM and EARLY TERMINATION.

A. Initial Term
 Unless otherwise permitted in §2 above, the Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on June 30, 2012, unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension
 The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF PROJECT

A. Completion
 Grantee shall complete the Work and its other obligations as described herein and in Exhibit B. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services
 Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees
 All persons employed by Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE
 The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount
 The maximum amount payable under this Grant to Grantee by the State is $34,900.00, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in Exhibit B.
B. Payment
   i. Advance, Interim and Final Payments
      Any advance payment allowed under this Grant or in Exhibit B shall comply with State Fiscal Rules
      and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any
      payment requests by submitting invoices to the State in the form and manner set forth and approved by
      the State.
   ii. Interest
      The State shall not pay interest on Grantee invoices.
   iii. Available Funds-Contingency-Termination
      The State is prohibited by law from making fiscal commitments beyond the term of the State’s current
      fiscal year. Therefore, Grantee’s compensation is contingent upon the continuing availability of State
      appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are
      used with this Grant in whole or in part, the State’s performance hereunder is contingent upon the
      continuing availability of such funds. Payments pursuant to this Grant shall be made only from
      available funds encumbered for this Grant and the State’s liability for such payments shall be limited
      to the amount remaining of such encumbered funds. If State or federal funds are not fully
      appropriated, or otherwise become unavailable for this Grant, the State may terminate it in whole or to
      the extent of finding reduction, without further liability, after providing notice to Grantee in
      accordance with §16.
   iv. Erroneous Payments
      At the State’s sole discretion, payments made to Grantee in error for any reason, including, but not
      limited to overpayments or improper payments, and unexpended or excess funds received by Grantee,
      may be recovered from Grantee by deduction from subsequent payments under this Grant or other
      Grant, grants or agreements between the State and Grantee or by other appropriate methods and
      collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

C. Use of Funds
   Grant Funds shall be used only for eligible costs identified herein and/or in Exhibit B.

D. Matching Funds
   Grantee shall provide matching funds as provided in Exhibit B.

8. REPORTING - NOTIFICATION
Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and
insuch form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds
   Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an
   In addition, Grantee shall comply with all reporting requirements, if any, set forth in Exhibit B.

B. Litigation Reporting
   Within 10 days after being served with any pleading in a legal action filed with a court or administrative
   agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder,
   Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal
   representative as identified herein. If the State’s principal representative is not then serving, such notice
   and copies shall be delivered to the Executive Director of the Department of Local Affairs.

C. Noncompliance
   Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may
   result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants
   Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be
   submitted to the State or its principal representative upon request by the State. Any and all subgrants
   entered into by Grantee related to its performance hereunder shall comply with all applicable federal and
   state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.
9. GRANTEE RECORDS
Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance
Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date this Grant is completed, terminated or final payment is made hereunder, whichever is later, or (ii) for such further period as may be necessary to resolve any pending matters, or (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the “Record Retention Period”).

B. Inspection
Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee’s records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee’s performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee’s sole expense. If the Work cannot be brought into conformity by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring
Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee’s performance hereunder.

D. Final Audit Report
Grantee shall provide a copy of its audit report to DOLA as specified in Exhibit B.

10. CONFIDENTIAL INFORMATION-STATE RECORDS
Grantee shall comply with the provisions on this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality
Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State’s principal representative.

B. Notification
Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention
Confidential information of any kind shall not be distributed or used to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee
shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee’s obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trade or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority — Grantee and Grantee’s Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Sub-grantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.
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A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each grant with sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee’s liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-grantees that are not "public entities".

B. Grantees and Sub-Grantees

Grantee shall require each Grant with Sub-grantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer’s Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 61 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket Grandual liability, personal injury, and advertising liability with minimum limits as follows: (a) $1,000,000 each occurrence; (b) $1,000,000 general aggregate; (c) $1,000,000 products and completed operations aggregate; and (d) $50,000 any one fire. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and the State by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other
time during the term of this Grant or any sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, provided that a breach is not necessary under §15(B), the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively. If the form of financial assistance is a loan, as specified in the table on page 1 of this Grant, and in the event of a termination of this Grant, such termination shall not extinguish Grantee's obligations under the Promissory Note and the Deed of Trust.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-grants/contracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or sub-grants/contracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and
the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding
Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State’s damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest
The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State’s obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content
The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights
Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(f).

iii. Payments
If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination
The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance
Suspend Grantee’s performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State’s directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment
Withhold payment to Grantee until corrections in Grantee’s performance are satisfactorily made and completed.

iii. Deny Payment
Deny payment for those obligations not performed, that due to Grantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.
iv. Removal

Demand removal of any of Grantee’s employees, agents, or Sub-grantees whom the State deems
incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued
relation to this Grant is deemed to be contrary to the public interest or not in the State’s best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right
while performing its obligations under this Grant, Grantee shall, at the State’s option (a) obtain for the
State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other
product involved with non-infringing products or modify them so that they become non-infringing; or,
(c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods,
Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to
be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such
Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy
notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from
time to time designate by written notice substitute addresses or persons to whom such notices shall be sent.
Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Dave Hard, Director
Colorado Department of Local Affairs
Division of Emergency Management
9195 E. Mineral Ave., Ste. 200
Centennial, CO 80112
Email: dave.hard@colorado.gov

B. Grantee:

Stephen Green, Emergency Management Coordinator
City of Englewood
City of Englewood Emergency Management
3615 S. Elati
Englewood, CO 80110
Email: sgreen@cityofenglewood.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section □ shall ☑ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models,
materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its
obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered
to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work
Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative
works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose
other than the performance of Grantee’s obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied,
of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental
Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property
arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials,
and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk
management statutes, CRS §24-30-1501, et seq., as amended.
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is $100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System. Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress. Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section ☐ shall ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the following:

A. Identification:

The applicant shall produce one of the following personal identifications:

i. A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or

ii. A United States military card or a military dependent's identification card; or

iii. A United States Coast Guard Merchant Mariner card; or

iv. A Native American tribal document.

B. Affidavit

The applicant shall execute an affidavit herein attached as Form 2, Affidavit of Legal Residency, stating:

i. That they are United States citizen or legal permanent resident; or

ii. That they are otherwise lawfully present in the United States pursuant to federal law.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee’s rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.
B. Binding Effect
Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, successors, and assigns.

C. Captions
The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts
This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding
This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General
Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue
All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws
Grantee at all times during the performance of this Grant shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on Exhibit A, Applicable Laws, attached hereto, which laws and regulations are incorporated herein and made part hereof. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Loan Forms
If the form of financial assistance provided by the State is a loan, as specified in the table on page 1 above, Grantee shall execute a promissory note substantially equivalent to Form __ and record a deed of trust substantially equivalent to Form __ with the county in which the property resides.

J. Modification
i. By the Parties
Except as specifically provided in this Grant, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law
This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

iii. Grant Funding Change Letter
The State may increase or decrease funds available under this Grant and modify selected other provisions of this agreement using a Grant Funding Change Letter substantially equivalent to Form 1. The provisions of the Grant Funding Change Letter shall become part of and be incorporated into the
original agreement. The Grant Funding Change Letter is not valid until it has been approved by the State Controller or designee.

K. Order of Precedence

i. This Grant

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

a) Colorado Special Provisions
b) The provisions of the main body of this Grant
c) Exhibit A
d) Exhibit B

ii. Loan Document

This section shall apply if the form of financial assistance, as specified in the table on page 1 above, is a loan. In the event of conflicts or inconsistencies between this Grant and the Deed of Trust or the Promissory Note, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

a) The Promissory Note
b) This Grant
c) The Deed of Trust

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

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

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.
   The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee’s services and Grantee shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.
   [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.
   [Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Sub-grantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.
   Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

M. 13. CORA Disclosure
   To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

SPs Effective 7/1/11

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

GRANTEE
CITY OF ENGLEWOOD

By: James K. Woodward
Printed Name of Authorized Individual

Title: Mayor
Official Title of Authorized Individual

*Signature
Date:

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
DEPARTMENT OF LOCAL AFFAIRS

By: Reeves Brown, Executive Director

Date:

PRE-APPROVED FORM CONTRACT REVIEWER

By: William F. Archambault, Jr.,
Finance and Administration Chief

Date:

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
David J. McDermott, CPA

By: Barbara M. Casey,
Controller Delegate

Date:
EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:
10. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended
11. The applicable of the following:
   11.1. Cost Principals for State, Local and Indian Tribal Governments, 2 C.F.R. 225, (OMB Circular A-87);
   11.2. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
   11.3. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122), and
   11.4. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133); and/or the Colorado 
       assisted construction sub-awards.
       components of the national wild and scenic rivers system.
       (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 
       1974, 16 U.S.C. 469a-1 et seq.
   11.11. Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5121 et seq., as 
       amended.
       104.
    44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
12.1. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 
12.2. Governmentwide Debarment and Suspension (Nonprocurement) and Requirements for Drug-Free Workplace, 44 
    C.F.R. 17.
15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings 
    performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy 
    the amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 
18. 2011 EMPG Grant Guidance
EXHIBIT B – STATEMENT OF PROJECT (SOP)

1. GENERAL DESCRIPTION OF THE PROJECT(S).
   1.1. Project Description. Grantee will carry-out the annual work plans in the Annual EMPG/LEMS Program Paper and Staffing Plan (Exhibit C) for each of the Emergency Management Functions (EMF).
   1.2. Project expenses. Project expenses include the costs for salaries and benefits for Grantee’s emergency manager and emergency management staff, travel, emergency management office operational costs, and the costs associated with, emergency management exercises, training and planning. No more than 5% of this Grant may be used for Management and Administration (M&A) costs. It should be noted that salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Additional specific eligible and ineligible cost information is listed in the 2011 EMPG program guidance at http://www.fema.gov/government/grant/empg/index.shtml.

2. DELIVERABLES:
   2.1. Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §5 of this Exhibit B.
   2.2. List additional grant deliverables. Grantee will complete the annual work-plan described by the Grantee in Exhibit C. Grantee must participate in NIMSCAST by entering or updating the Grantee’s data as part of meeting the NIMS compliance requirements.

3. PERSONNEL.
   3.1. Replacement. Grantee shall immediately notify the Department if any key personnel specified in §3 of this Exhibit B cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the Department and seek its approval, which shall be at the Department’s sole discretion, as the Department issued this Grant in part reliance on Grantee’s representations regarding Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what his/her qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the Department, in its sole discretion, may direct Grantee to suspend work on the Project until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.
   3.2. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of Stephen Green, Emergency Management Coordinator, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this project.
   3.3. Other Key Personnel. None.

4. FUNDING.
   The State or Federal provided funds shall be limited to the amount(s) specified in §7 of the Grant and in the Federal and/or State funds and percentage(s) section of §4.2 of this Exhibit B, Project Budget.

4.1. Matching Funds.
   4.1.1. Requirement. The following checked option shall apply
   4.1.1.1. ☐ Matching Funds are not required under this Grant.
   4.1.1.2. ☑ Grantee’s required non-federal or state match contribution is detailed in §4.2 below. The match may:
   4.1.1.2.1. ☑ include in-kind match;
   4.1.1.2.2. ☐ not include in-kind match; or
   4.1.1.2.3. ☐ include no more than ___% in-kind match.
4.1.2. General. Grantee's required matching contribution, if any, need not be provided on a line-item by line-item basis, but must be at least the percentage of the total project expenditures specified in the Project Budget table.

4.1.3. Documentation. Documentation of expenditures for the non-federal match contribution is required in the same manner as the documentation for the grant-funded expenditures.

4.2. Project Budget

<table>
<thead>
<tr>
<th>Category</th>
<th>Requested Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$94,912</td>
</tr>
<tr>
<td>Travel</td>
<td>8,500</td>
</tr>
<tr>
<td>Office Support/Other</td>
<td>12,400</td>
</tr>
<tr>
<td><strong>Total Estimated Budget</strong></td>
<td><strong>$115,800</strong></td>
</tr>
<tr>
<td><strong>Total Requested Federal Share - 50% of Total Budget</strong></td>
<td><strong>$57,900</strong></td>
</tr>
</tbody>
</table>

**Actual 2011 Award Amount**

- **2011 Federal Share (up to 50% of Total Estimated Budget)**: $34,900
- **Required Non-Federal Match (at least 50% of Total Estimated Budget)**: $34,900
- **Total Project**: $69,800

**Remaining 2010 Award Funds**

- **2010 Federal Share Remaining Available for Reimbursement During the FFY 11 Grant Period - as of expenses reported through October 1, 2010.**
  - $0
- **Total Federal Funds Available During FFY 2011 Grant Period**: $34,900

*For information purposes only. Not part of this 2011 award. Any remaining balance is from the 2010 award and remains part of that grant and is reimbursable during the 2011 award period because of the overlapping performance terms. If all four quarters' reimbursements for the 2010 award have been submitted and paid, the 2010 Federal Share Remaining shown above is available for reimbursement during the first three quarters of the 2011 Federal Fiscal Year (FFY). Remaining 2010 funds will be, or already have been, paid for the 2011 first, second and third quarter reimbursement requests as necessary to utilize the full 2010 award. Payments from remaining prior year funds are identified as fifth, sixth and seventh quarter 2010 payments as appropriate on the reimbursements, and the required 50% non-Federal match will be counted toward the 2010 grant to properly match the reimbursed amounts. If any 2010 first-fourth quarter reimbursements have not yet been submitted or paid, the 2010 amount remaining available will be reduced by any payments made when submitted and approved. If the 2010 Federal Share Remaining Available amount shown is $0, the full 2010 award amount has been reimbursed, and has no effect on the funds available during FFY 2011.*

4.3. Project Budget Line Item Adjustments. Grantee may (see checked option below):

4.3.1. ☐ not adjust individual budget line amounts without approval of the State. Such approval shall be in the form of:

4.3.1.1. a notice issued by the State in accordance with §16 of the Grant; or
4.3.1.2. an amendment in accordance with the Modification subsection of the General Provisions of the Grant.

4.3.2. adjust individual budget line amounts without the State’s approval if:
4.3.2.1. there are no transfers to or between administration budget lines; and
4.3.2.2. cumulative budgetary line item changes do not exceed the lesser of ten percent of the total budgeted amount or $20,000.

4.4. Non-Supplanting of Grantee Funds.

Grantee will ensure that the funds provided by this Grant are used to supplement and not supplant their funds budgeted for the purposes herein.

5. PAYMENT:

Payments shall be made in accordance with this section, the provisions of this Exhibit, and the provisions set forth in §7 of the Grant.

5.1. Payment Schedule. Grantee shall submit requests for reimbursement at least quarterly using the Department provided form or by letter with documentation attached if no form is required. One original signed reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in §1 above. Requests will be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. Documentation requirements are described in §6.6 below. If any financial or progress reports are delinquent at the time of a payment request, the Department may withhold such reimbursement until the required reports have been submitted. Up to one quarter of the total grant will be reimbursed with each quarterly payment. No more than 50% of the reported expenses will be reimbursed at any time. If one quarter’s reported expenses do not warrant reimbursement of a full quarter’s payment, any remaining funds from that quarter will be available for subsequent quarters so that additional expenses incurred in the later quarters may be reimbursed. Likewise, if excess expenses for one quarter are reported, those unreimbursed expenses will be added to the following quarters’ expenses as necessary to maximize each quarter’s reimbursement. If the total reimbursable expenses reported for the year’s grant exceed the amount of the award, the excess expenses may be eligible for consideration for any reallocation additions made at the end of the federal grant period. If any grant end reallocation funding is available, eligibility for these funds will require timely report submittal, and strong performance demonstrated through the quarterly progress reports and through ongoing contact/monitoring.

5.2. Payment Amount. When non-federal match is required, such match must be documented with every payment request. Periodic payments will be made as requested at the same percentage of the documentation submitted as the Grant funded share of the budget up to any applicable quarterly or other pre-closeout maximums. Payment will not exceed the amount of cash expenditures documented. Excess match documented and submitted with one reimbursement request will be applied to subsequent requests as necessary to maximize the allowable reimbursement.

5.3. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

City of Englewood
3615 S. Elati
Englewood, CO 80110

6. ADMINISTRATIVE REQUIREMENTS:

6.1. Accounting. Grantee shall maintain properly segregated accounts of Grant funds, matching funds, and other funds associated with the Project and make those records available to the State upon request.

6.2. Audit Report. If an audit is performed on Grantee’s records for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOLA, Grantee shall submit an electronic
copy of the final audit report, including a report in accordance with the Single Audit Act, to

dola.audit@state.co.us, or send the report to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203

6.3. Monitoring. The State shall monitor this Grant in accordance with §9(B) and 9(C) of the Grant.

6.4. Records. Grantee shall maintain records in accordance with §9 of the Grant.

6.5. Reporting.

6.5.1. Quarterly Financial Status and Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated in §5(A) of the Grant Agreement. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the Standard Federal Financial Status Report (SF 425) and the Standard Federal Progress and Performance Narrative Report (SF-PPR), or other forms provided by the Department. One of each with original signatures shall be submitted in accordance with the schedule below:

<table>
<thead>
<tr>
<th>Report Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>January-March</td>
<td>April 20</td>
</tr>
<tr>
<td>April-June</td>
<td>July 30</td>
</tr>
<tr>
<td>July-September</td>
<td>October 20</td>
</tr>
<tr>
<td>October-December</td>
<td>January 20</td>
</tr>
</tbody>
</table>

6.5.2. Final Reports. Grantee shall submit a final financial status and progress report that provides final financial reconciliation and a final cumulative grant/project accomplishments report within 45 days of the end of the project/grant period. No obligations of funds can remain on the final report. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. No further reports will be due after the Department has received, and sent notice of acceptance of the final grant report.

6.6. Required Documentation. Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed in the subsections below herein. Grantees must retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

6.6.1. Equipment or tangible goods. Requests for reimbursement for tangible personal property with a purchase price of less than $5,000 per item should include the invoice number, description of item purchased (e.g. NOAA weather radio), and the location and number of items, or copies of the paid invoices may be submitted. For equipment items with a purchase price of or exceeding $5,000, and a useful life of more than one year, the Grantee must provide a copy of the paid invoice and include a unique identifying number. This number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment must also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that tangible goods with per item cost of $500 or more and equipment with per unit cost of $5,000 or more are prominently marked as follows: "Purchased with funds provided by the FEMA."

6.6.2. Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided, the nature of the services, and the hourly contract or salary rates, or monthly salary and any fringe benefits rates.
6.7. Procurement. Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantee should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

6.7.1. Sole Source. Any sole source transaction in excess of $100,000 must be approved in advance by the Department.

6.7.2. Conduct. Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee must be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement must be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection must be submitted in writing to, and be approved by the authorized Grantee official.

6.7.3. Debarment. Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on http://www.epis.gov.

6.7.4. Funding Disclosure. When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall: (a) state the percentage of the total cost of the program or project which will be financed with grant money; (b) state the grant program name and dollar amount of state or federal funds for the project or program; and (c) use the phrase “This project was supported by the Colorado Department of Local Affairs, Division of Emergency Management.”

6.7.5. Approved Purchases. Grantee shall verify that all purchases are listed in §1.1 above. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period on the Responder Knowledge Base (RKB), at https://www.rkb.us.

6.7.6. Assignment of Rights/Duties/Equipment. Grantee shall ensure that no rights or duties exercised under this Grant, or equipment purchased with Grant Funds having a purchase value of $5,000 or more are assigned without the prior written consent of the Department.
EXHIBIT C – GRANT APPLICATION PACKAGE

Insert Approved Grant Application behind this page and in front of any Form attachments.
Staffing Pattern for FFY2011

Note: This form MUST be re-submitted whenever the jurisdiction has personnel changes.

**JURISDICTION:** City of Englewood

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Classification Spec/Full Position Title</th>
<th>Date of Appointment or Date Hired</th>
<th>Employee Status/Type of Appointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Green</td>
<td>Emergency Management Coord</td>
<td>2/22/1982</td>
<td>Permanent - Exempt</td>
</tr>
<tr>
<td>Jeff Sanchez</td>
<td>Police Commander, Communications</td>
<td>7/5/1988</td>
<td>Permanent - Exempt</td>
</tr>
<tr>
<td>Glenda Bird</td>
<td>Technical Support Specialist</td>
<td>12/6/2008</td>
<td>Permanent - Non-exempt</td>
</tr>
<tr>
<td>Tim Englert</td>
<td>Police Sergeant</td>
<td>1/3/1988</td>
<td>Permanent - Exempt</td>
</tr>
<tr>
<td>Rose Lynch</td>
<td>Emergency Management Specialist</td>
<td>9/9/2008</td>
<td>Temporary - Non-exempt</td>
</tr>
<tr>
<td>Kerry Bush</td>
<td>Deputy City Clerk</td>
<td>3/30/1993</td>
<td>Permanent - Exempt</td>
</tr>
<tr>
<td>Chris Heelis</td>
<td>Safety Officer</td>
<td>3/23/1973</td>
<td>Permanent - Exempt</td>
</tr>
<tr>
<td>Harold Stitt</td>
<td>Senior Planner</td>
<td>9/2/1981</td>
<td>Permanent - Exempt</td>
</tr>
<tr>
<td>Richard Peau</td>
<td>Deputy Fire Chief</td>
<td>10/1/1974</td>
<td>Permanent - Exempt</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAID Employee Name</th>
<th>Jurisdiction</th>
<th>Gross Annual salary (All job titles)</th>
<th>Gross Annual Employee Provided Benefits</th>
<th>Total Hours/Week</th>
<th>LEMS Hours/Week</th>
<th>Percent</th>
<th>LEMS Eligible Salary</th>
<th>LEMS Eligible Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Green</td>
<td></td>
<td>$4,219</td>
<td></td>
<td>40</td>
<td>20</td>
<td>50%</td>
<td>$42,110</td>
<td>$7,560</td>
</tr>
<tr>
<td>Jeff Sanchez</td>
<td></td>
<td>$5,409</td>
<td></td>
<td>40</td>
<td>6</td>
<td>15%</td>
<td>$14,311</td>
<td>$2,576</td>
</tr>
<tr>
<td>Glenda Bird</td>
<td></td>
<td>$5,000</td>
<td></td>
<td>40</td>
<td>2</td>
<td>5%</td>
<td>$2,500</td>
<td>$450</td>
</tr>
<tr>
<td>Tim Englert</td>
<td></td>
<td>$6,190</td>
<td></td>
<td>40</td>
<td>6</td>
<td>15%</td>
<td>$11,429</td>
<td>$1,958</td>
</tr>
<tr>
<td>Rose Lynch</td>
<td></td>
<td>$12,000</td>
<td></td>
<td>20</td>
<td>20</td>
<td>100%</td>
<td>$12,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

Totals $317,818.00 $54,382.00
# Staffing Pattern and Program Funding for FFY2011

**Jurisdiction**: City of Englewood

<table>
<thead>
<tr>
<th>Salaries &amp; Benefits</th>
<th>Total Salary and Benefits (a+b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEMS Eligible Salary (Staffing Report Block 10 Total):</td>
<td>$82,349</td>
</tr>
<tr>
<td>LEMS Eligible Benefits (Staffing Report Block 11 Total):</td>
<td>$12,563</td>
</tr>
<tr>
<td><strong>Total Salary and Benefits (a+b):</strong></td>
<td>$94,912.30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Travel Expenses</th>
<th>Total Travel Expenses (D+E+F+G+H+I):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Travel (mileage, fleet expense, or other):</td>
<td>$400.00</td>
</tr>
<tr>
<td>Conference &amp; Seminars (Registration Fees, Hotels, etc.):</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Training (Registration Fees, hotels, etc.):</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Per Diem:</td>
<td></td>
</tr>
<tr>
<td>Other (designate):</td>
<td>$600.00</td>
</tr>
<tr>
<td><strong>Total Travel Expenses (D+E+F+G+H+I):</strong></td>
<td>$8,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Office Support Expenses (more than $200 for year)</th>
<th>Total Office Support Expenses (K+L+M+N+O+P+Q):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies and Materials:</td>
<td>$500.00</td>
</tr>
<tr>
<td>Equipment Purchase:</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Equipment Lease:</td>
<td>$</td>
</tr>
<tr>
<td>Rent, Utilities, etc.:</td>
<td>$</td>
</tr>
<tr>
<td>Printing &amp; Copying:</td>
<td>$200.00</td>
</tr>
<tr>
<td>Postage:</td>
<td>$</td>
</tr>
<tr>
<td>Other (designate): Electrical design for replacement generator for ECC/police/fire bldg</td>
<td>$8,700.00</td>
</tr>
<tr>
<td><strong>Total Office Support Expenses (K+L+M+N+O+P+Q):</strong></td>
<td>$12,400.00</td>
</tr>
</tbody>
</table>

**Total Request (C+J+R):** $115,812.30

**Federal (Eligible for Reimbursement) Amount (One half of S):** $57,906.15

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**Jurisdiction Emergency Manager Signature**

**Date**: 12/10/2010

**Jurisdiction Chief Financial Officer Signature**

**Date**: 12/10/2010

**CDEM Regional Field Manager Signature**

**Date**: 12/10/2010
## Annual Work Plan Template

**Jurisdiction:** City of Englewood

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Estimated Completion Date</th>
<th>Relevant EMF(s)</th>
<th>Target Capabilities Addressed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Quarter (10/01/10 – 12/31/10)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conduct an EOC orientation workshop for city personnel.</td>
<td>Completed 10/13/10</td>
<td>6, 10,.11, 13, 14</td>
<td>1, 2, 15</td>
</tr>
<tr>
<td>Participate in advanced IMT training as part of Arapahoe County's Type 4 IMT</td>
<td>Completed 11/19/10</td>
<td>6, 7, 13, 14</td>
<td>1, 14</td>
</tr>
<tr>
<td>Continue to work on achieving “StormReady” designation.</td>
<td>Completed 2011</td>
<td>3,4,5,6, 10, 15</td>
<td>1, 2, 28</td>
</tr>
<tr>
<td>We will continue to actively participate in the regional EMS medical care committee as well as the EMS cache committee</td>
<td>Ongoing 6, 8, 11</td>
<td>1, 16, 18, 29, 30,31,32,33,</td>
<td>1, 2, 4, 10, 15, 16, 25, 26, 28, 36, 37</td>
</tr>
<tr>
<td>We will continue to be an active participant in the following regional committees: Front Range Emergency Managers, Citizen Corps, special needs, recovery, evacuation, Community Preparedness Advisory Council, training and exercise, critical infrastructure and ReadyColorado</td>
<td>Ongoing 6, 7, 8, 11, 12, 13, 14,15</td>
<td>1, 2, 4, 10, 15, 16, 25, 26, 28, 36, 37</td>
<td>1, 2, 4, 10, 15, 16, 25, 26, 28, 36, 37</td>
</tr>
</tbody>
</table>

**First Quarter Results**
### Annual Work Plan Template

**Jurisdiction:** City of Englewood  

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Estimated Completion Date</th>
<th>Relevant EMF(s)</th>
<th>Target Capabilities Addressed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Second Quarter (01/01/11 - 03/31/11)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrading our EOC to ensure Arapahoe County ARRS group has needed capability.</td>
<td>2/28/11</td>
<td>6, 7, 10, 12, 15</td>
<td>1, 2, 14, 15,</td>
</tr>
<tr>
<td>Increase GIS mapping capability.</td>
<td>3/31/11</td>
<td>3, 4, 6</td>
<td>1, 3, 10</td>
</tr>
<tr>
<td>Continuing participation in the planning of a regional full-scale exercise (OMG).</td>
<td></td>
<td>6, 7, 13, 14</td>
<td>1,</td>
</tr>
<tr>
<td>Identify and encourage city personnel to attend ICS and other appropriate training as it becomes available.</td>
<td>Ongoing</td>
<td>7, 13</td>
<td>14, 15</td>
</tr>
<tr>
<td>Participate in Arapahoe County’s quarterly LEPC meeting.</td>
<td></td>
<td>2, 6, 7, 11</td>
<td>1, 4, 14, 15, 18, 19, 36</td>
</tr>
<tr>
<td>Participate in regional MMRS hospital exercise.</td>
<td>1/14/11</td>
<td>6, 13, 14</td>
<td>125</td>
</tr>
<tr>
<td>We will continue to be an active participant in the following regional committees: Front Range Emergency Managers, Citizen Corps, special needs, recovery, evacuation, Community Preparedness Advisory Council, training and exercise, critical infrastructure and ReadyColorado</td>
<td>Ongoing</td>
<td>6, 7, 8, 11, 12, 13, 14, 15</td>
<td>1, 4, 5, 19, 14, 15, 25, 37</td>
</tr>
<tr>
<td>We will continue to actively participate in the regional EMS medical care committee as well as the EMS cache committee</td>
<td>Ongoing</td>
<td>6, 8, 11</td>
<td>1, 16, 18, 29, 30, 31, 32, 33,</td>
</tr>
<tr>
<td>Participate in advanced IMT training as part of Arapahoe County’s Type 4 IMT</td>
<td>Completed 11/19/10</td>
<td>6, 7, 13, 14</td>
<td>1, 14</td>
</tr>
</tbody>
</table>

**Second Quarter Results**
### Annual Work Plan Template

**Jurisdiction:** City of Englewood

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Estimated Completion Date</th>
<th>Relevant EMF(s)</th>
<th>Target Capabilities Addressed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administer EMPG grant and submit quarterly reports and claims to CDEM by established deadlines.</td>
<td>6/30/11</td>
<td>1, 6</td>
<td>1, 2, 3, 36, 37</td>
</tr>
<tr>
<td>Work with City departments to complete their COOP plans.</td>
<td>6/30/11</td>
<td>1, 6, 11</td>
<td>1, 2, 14, 15, 37</td>
</tr>
<tr>
<td>Conduct a city-wide TTX exercise to include outside partners (ARBS, Redcross, etc.)</td>
<td>4/30/11</td>
<td>6, 7, 8, 9, 10, 11, 13, 14, 15</td>
<td>1, 2, 14, 15</td>
</tr>
<tr>
<td>Create hazard maps of the city utilizing hazus software.</td>
<td>6/30/11</td>
<td>3, 6</td>
<td>1, 3</td>
</tr>
<tr>
<td>Work with the city’s CERT coordinator to provide CERT classes to the community.</td>
<td>6/30/11</td>
<td>6, 13, 15</td>
<td>1, 4, 17, 25, 29, 30, 31, 32, 33</td>
</tr>
<tr>
<td>We will continue to be an active participant in the following regional committees: Front Range Emergency Managers, Citizen Corps, special needs, recovery, evacuation, Community Preparedness Advisory Council, training and exercise, critical infrastructure and ReadyColorado</td>
<td>Ongoing</td>
<td>6, 7, 8, 11, 12, 13, 14, 15</td>
<td>1, 4, 5, 19, 14, 15, 25, 37</td>
</tr>
<tr>
<td>We will continue to actively participate in the regional EMS medical care committee as well as the EMS cache committee</td>
<td>Ongoing</td>
<td>6, 8, 11</td>
<td>1, 16, 18, 29, 30, 31, 32, 33</td>
</tr>
<tr>
<td>Participate in advanced IMT training as part of Arapahoe County’s Type 4 IMT</td>
<td>Ongoing</td>
<td>6, 7, 13, 14</td>
<td>1, 14</td>
</tr>
</tbody>
</table>

#### Third Quarter Results

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## Annual Work Plan Template

### Jurisdiction: City of Englewood

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Estimated Completion Date</th>
<th>Relevant EMP(s)</th>
<th>Target Capabilities Addressed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fourth Quarter (07/01/11 – 09/30/11)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continue to develop EOC procedures and provide training to appropriate personnel.</td>
<td>8/31/11</td>
<td>1, 6, 8, 11</td>
<td>15, 1</td>
</tr>
<tr>
<td>Assist the regional EOC committee with the design a region-wide EOC functional exercise</td>
<td>9/30/11</td>
<td>6, 7, 11, 13, 14</td>
<td>1, 15</td>
</tr>
<tr>
<td>We will continue to be an active participant in the following regional committees: Front Range Emergency Managers, Citizen Corps, special needs, recovery, evacuation, Community Preparedness Advisory Council, training and exercise, critical infrastructure and ReadyColorado</td>
<td>Ongoing</td>
<td>5, 6, 7, 12, 13, 14, 15</td>
<td>1, 4, 5, 19, 14, 15, 25, 37</td>
</tr>
<tr>
<td>We will continue to actively participate in the regional EMS medical care committee as well as the EMS cache committee</td>
<td>Ongoing</td>
<td>6, 8, 11</td>
<td>1, 16, 18, 29, 30, 31, 32, 33</td>
</tr>
<tr>
<td>Participate in advanced IMT training as part of Arapahoe County's Type 4 IMT</td>
<td>Ongoing</td>
<td>6, 7, 13, 14</td>
<td>1, 14</td>
</tr>
<tr>
<td>Prepare a 3-5 year strategic plan for the Englewood OEM program</td>
<td>9/30/11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Fourth Quarter Results

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
**FFATA/FSRS Data Report**

Due to the implementation of the FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA), the CDEM must enter the information for each subaward into the SUB-AWARD REPORTING SYSTEM (FSRS). This information is required by the Office of Management and Budget (OMB) and must be submitted by the CDEM within 30 days of making the subaward, so is being collected at the time of each grant application.

Unless otherwise indicated, all fields must be completed in order to be an eligible subgrant recipient.

<table>
<thead>
<tr>
<th>Information Field</th>
<th>Field Description</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency or Jurisdiction DUNS #</td>
<td>DUNS number assigned to your jurisdiction or specifically to your agency</td>
<td>075750133</td>
</tr>
<tr>
<td>Parent Organization DUNS number, if applicable</td>
<td>If the Jurisdiction has a DUNS number and the Agency has one as well, insert the Jurisdiction's DUNS here.</td>
<td>075750133</td>
</tr>
<tr>
<td>Name of Entity Receiving Award</td>
<td>Jurisdiction or Agency Name to which the DUNS number is assigned</td>
<td>City of Englewood</td>
</tr>
<tr>
<td>Location of Entity Receiving Award</td>
<td>Full Street Address of the Recipient Agency</td>
<td>1000 Englewood Parkway Englewood, CO 80110</td>
</tr>
<tr>
<td>Primary Location of Performance of the Award</td>
<td>Include City, State and Congressional District</td>
<td>3615 S. Elati St Englewood, CO 80110 First Congressional District</td>
</tr>
</tbody>
</table>

The Information Below MAY be Required – See Determining “and” statements

<table>
<thead>
<tr>
<th>Names and Total Compensation of the Five (5) most highly compensated officers</th>
<th>If all of the Conditions Below are true then the names and compensation information is required – otherwise mark Box 1 as “Not Required”</th>
<th>Information if Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>The entity in the preceding fiscal year received 80% or more of its annual gross revenues in federal awards, and;</td>
<td></td>
<td>1. Not Required</td>
</tr>
<tr>
<td>The entity received $25,000,000 or more in annual gross revenues from Federal awards, and;</td>
<td></td>
<td>2.</td>
</tr>
<tr>
<td>The public does not have access to this information through periodic reports filed with the IRS or SEC</td>
<td></td>
<td>3.</td>
</tr>
</tbody>
</table>

Signature: ____________________________ Date: __12/08/2010__

Agency’s Authorized Representative (usually the Grant Administrator named in the application and the grant contract)

*By signing above, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.*
CITY OF ENGLEWOOD
POSITION DESCRIPTION

POSITION TITLE: Medical Services/Emergency Management Coordinator
DEPARTMENT: Safety Services
DIVISION: Fire
DATE EFFECTIVE: September 2006
DATE REVIEWED: October 2006
FLSA CLASSIFICATION: Exempt
CLASS/COMP PLAN: MSC 0219
WC CODE: 7704
EEO CATEGORY: Protective Services

I. POSITION SUMMARY

The Medical Services/Emergency Management Coordinator administers and manages the day-to-day operations of the Emergency Medical Services system. Reviews activities of the EMTs and Firemedics to assure quality of services. Coordinates and maintains training and certification requirements for staff. Provides medically related information, training, and educational programs to all department personnel. Serves as a liaison with local medical personnel and hospitals. Reviews and prepares patient care reports for billing.

The Medical Services/Emergency Coordinator will also function as the Emergency Manager. As the Emergency Manager, the incumbent will coordinate emergency services operations with other departments, local, state, and federal agencies. The incumbent will perform professional duties relating to the planning, organizing, implementing, and coordinating all programs and activities associated with emergency services in conjunction with the staff of the Safety Services Department.

II. REPORTING RELATIONSHIPS

Reports to: Division Chief
Direct Reports: None

III. DUTIES AND RESPONSIBILITIES

The listed examples of work are not intended to be all-inclusive. They may be modified with additions, deletions, or changes as necessary.

Essential Duties & Responsibilities
Ensures the smooth-running operation of the Emergency Medical Services delivery system. Develops and coordinates Division Standard Operating Procedures. Coordinates EMS activities
with other divisions, departments, and agencies. Recommends and implements changes to policies and procedures.

Coordinates the reporting and resolution of work and non-work related injuries with Human Resources for the Safety Services Department employees. Coordinates Light Duty assignments and Family Medical Leave concerns.

Performs liaison functions between the Fire Division, Swedish Medical Center Pre-hospital Services and the Colorado Department of Health. Reviews and updates existing Fire Division medical incident and trip reports for completeness and adherence to the written protocols.

Performs thorough follow-up procedures with department personnel following exposure to communicable diseases. Coordinates communication between the Department of Safety Services, area hospitals, the City Physician, and Tri-County Health Department. Administers the immunization program including Hepatitis prevention.

Responds, investigates and offers remedies to citizen complaints regarding performance of EMS field care.

Reviews and prepares patient care reports for ambulance transport fee billing. Maintains current and acceptable transport charges and establishes a goal for the annual budget.

Prepares, monitors and reviews records and reports. Responds to requests for Division incident reports by trauma services, pre-hospital review, citizens, legal firms and investigative agencies.

Audits medical reports completed by the Firemedics. Reviews reports for quality and sufficiency of medical care.

Schedules continuing medical education for all Division personnel. Evaluates, observes, and assists with medical education training and related activities. Evaluates medical education proficiency and work performance of assigned shift personnel.

Maintains EMS training and certification records for all personnel. Identifies employees for training and coordinates completion. Arranges for initial training of Firemedics and facilitates re-certification process for EMT's and Firemedics.

Prepares and monitors the annual EMS budget, including training, costs, medical supplies, repair of medical equipment and capital items.

Serves as Infection Control Officer. Coordinates activities and maintains records and reports to maintain compliance with OSHA and the Ryan White Act.

Responds to emergency fire, rescue and medical scenes to serve in a command function.

Evaluates requests and the need for new equipment. Orders and distributes medical supplies to all field units. Maintains medical inventories for all Department field units.
Identifies City emergency hazards

Develops and implements appropriate strategies, training and action plans for incident command plans and disaster response and recovery.

Serves as the administration liaison to the CERT coordinator.

Communicates with staff, public officials at the local, state, and federal levels.

Prepares the required local, state and federal reports.

Maintains an awareness of governmental laws, rules and regulations pertaining to emergency services.

Represents the Department at various governmental and professional meetings.

Other Duties & Responsibilities
Performs other duties as assigned and required.

IV. PREPARATION AND TRAINING

Education: Associated Degree; Bachelor’s of Business Administration preferred

Work Experience: Minimum 5 years experience as a fire medic; Experience in a supervisory position required

Certifications and/or Licensures: Colorado Paramedic Certification; Advanced Life Support Provider certification

Required Driver’s License: Valid Colorado driver’s license and a clear or acceptable MVR

An equivalent combination of education, training and relevant job experience may be substituted.
V. KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge
Basic knowledge of computerized incident and rescue reporting system and related electronic management information systems.

Skills and Abilities
Computer - Strong skills needed to work with various spreadsheets.

Communication - Strong skills required to establish and maintain working relationships with various entities and City employees. Also required to perform teaching and educational duties. Strong written skills needed for report writing.

Analytical - Strong skills needed to evaluate the EMS system.

Project Management - Strong skills needed for event planning.

General Management - Basic skills needed for budget management. Also needed for developing and administering policies and procedures.

Must be physically fit for duty, as determined by division physical fitness and medical standards.

Must be able to respond to emergencies as necessary.
VI. POSITION DESCRIPTION APPROVALS

EMPLOYEE: __________________________ DATE: __________

SUPER./MANAGER: ______________________ DATE: __________

DEPT. DIRECTOR: ______________________ DATE: __________

HUMAN RESOURCES: _____________________ DATE: __________
CITY OF ENGLEWOOD
POSITION DESCRIPTION

POSITION TITLE: Emergency Management Specialist (Part-time/Temporary)

DEPARTMENT: Englewood Fire Department/Office of Emergency Management

DATE EFFECTIVE: March 2008

FLSA CLASSIFICATION:

CLASS/COMP PLAN:

WC CODE:

EEO CATEGORY:

DATE REVIEWED: March 2008

I. POSITION SUMMARY
The paid, part-time/temporary position of Administrative/Research Intern is within the Englewood Fire Department Office of Emergency Management. The position is responsible for assisting the Office of Emergency Management in the revision, implementation, and training in the use of the City of Englewood’s Emergency Operations Plan (EOP). This position is contingent on grant funding and expires upon depletion of funds allocated for the position.

II. REPORTING RELATIONSHIPS
Reports to: Emergency Management Coordinator, City of Englewood
Direct Reports: None

III. DUTIES AND RESPONSIBILITIES
The listed examples of work are not intended to be all-inclusive. They may be modified with additions, deletions, or changes as necessary.

Essential Duties & Responsibilities
Research compliance requirements pertaining to the Emergency Operations Plan (EOP) at the municipal, county, state, and federal levels to ensure compliance with stated guidelines at each level.

Research EOP’s from local jurisdictions so that the City of Englewood’s EOP is compatible with that of surrounding jurisdictions.

Page 1 of 3 Pages
Revise the EOP in a format that is compliant at all levels of government.

Recommend methods for implementation of the EOP, once completed, and train City of Englewood employees on aspects of activation and use of the EOP.

Coordinate exercising the EOP with the Emergency Management Coordinator to determine weaknesses within the EOP and provide appropriate guidance to bring the EOP to a higher functional level.

Assist the Emergency Management Coordinator with Citywide continuity of operations planning through utilization of the Denver Metro COOP program.

Perform other duties as assigned and required within the Englewood OEM functions.

IV. PREPARATION AND TRAINING
Education: High school graduation or equivalent. Some college course work in government administration is helpful but not required.

Work Experience: Experience with ICS, NIMS, Emergency Operations and Emergency Operations planning for government is required. Familiarity with Continuity of Operations Planning and the Colorado North Central Region activities is helpful, but not required.

Certifications and/or licensures: None
Required Driver’s License: Yes

An equivalent combination of education, training, and relevant job experience may be substituted.

V. KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge
Working knowledge of:
- Principles of ICS and NIMS
- Government emergency operations plans and guidelines at local, county, state, and federal levels
- Compliance requirements for government emergency operations guidelines at local, county, state, and federal levels
- Standard office equipment, including computers and Microsoft office applications.
Basic knowledge of:
- City of Englewood operations
- Other local jurisdiction emergency operations

Skills and Abilities
Basic computer skills needed to complete reports.

Strong communication and public speaking skills needed to interact with officials at all levels of government, including City of Englewood senior staff and the Englewood City Council.

Strong writing/grammatical skills needed to complete appropriate reports and documents.

Strong analytical and research skills needed to determine relevancy and applicability of information obtained during projects/assignments.

Ability to adapt to changing political and operational objectives.

VI. WORKING CONDITIONS
Work is mostly performed in a standard office environment, may require sitting for extended periods of time and occasional light lifting up to 15 pounds. Job requires visual and physical capabilities able to perform data entry, filing, and the ability to work on computers and associated equipment for prolonged periods of time. The job may also require some field work related to training, practical scenarios and public speaking at other City offices and facilities, both indoor and outdoor, depending on the type of training or scenarios being conducted.

VII. POSITION DESCRIPTION APPROVALS

EMPLOYEE: ___________________________ DATE: ______________

SUPERVISOR/MANAGER: ____________________ DATE: _____________

DEPARTMENT HEAD: _______________________ DATE: ______________

HUMAN RESOURCES: ______________________ DATE: ______________
Emergency Management Personnel
City of Englewood
Job Duties

Jeff Sanchez

- Supervise all aspects and personnel involved in routine and emergency communications for police and fire operations.
- Supervise all aspects and personnel involved in record keeping for police operations.
- Ensure radio communications capabilities are operable and compatible with regional agencies.
- Ensure redundant capabilities in the event of failure of primary communications capabilities.

Glenda Bird

- Ensure proper operation of computer hardware and software.
- Coordinate support of technical infrastructure for police and fire routine and emergency operations.
- Install and maintain computer hardware and software for communications, police, fire and record keeping operations.
- Coordinate the technical transition of the facility used for emergency operations from its daily operations configuration to the set-up necessary for an emergency operations center.

Tim Englert

- Act as the emergency manager for the City of Englewood in the absence of the emergency management coordinator.
- Supervise code enforcement operations and personnel from the police perspective.
- Coordinate police response to an activation of the emergency operations center.
- Act as police liaison to emergency management and the EOC, for routine and disaster operations.
Part II: Jurisdiction Information and Signatures

Jurisdiction Name: City of Englewood

Emergency Program Manager

Name: Steve Green
Job Title: Emergency Management Coordinator
Mailing Address: 3615 S. Elati St. Englewood, CO 80110

Physical Address (if different):

Phone Contact Information
Office Phone number: 303-762-2476
24 Hour Emergency Line: 303-762-2438
Office Fax: 303-762-2406
Cellular: 303-356-5619
Pager:
E-Mail Address:

Employment Status (Please indicate how many)
Paid Full Time: 1  Paid Part Time: 1  Volunteer: Other:
Jurisdiction Job Title Program Manager Reports to: Richard Petau, Deputy Fire Chief
Hours worked per week for jurisdiction in all job titles: 40
Hours worked per week devoted to Emergency Management: 20

Additional Emergency Management Staff

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<th>How many?</th>
<th>Total staff hours/week</th>
<th>Total E.M. hours/week</th>
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<tr>
<td>Volunteer</td>
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<td>Other personnel</td>
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</table>

Senior Elected Official (Name and Title) James Woodward, Mayor

Chief Executive Officer (if different from above) Gary Sears, City Manager

Signature/Chief Executive

__________________________________________

Signature/Emergency Manager/Coordinator

__________________________________________ Date: 12/10/10

Signature/CDEM Regional Field Manager

__________________________________________ Date: 12/23/10
COUNCIL COMMUNICATION

DATE: August 1, 2011

AGENDA ITEM: 10 a

SUBJECT: The Shops at Hampden and Logan Planned Unit Development Amendment 1

INITIATED BY: Community Development

STAFF SOURCE: Audra L. Kirk, Planner I

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved The Shops at Hampden and Logan Planned Unit Development (PUD) Amendment 1 on first reading on June 18, 2011.

REQUEST

The applicant submitted an application to amend The Shops at Hampden and Logan Planned Unit Development (PUD) which City Council approved on September 16, 2002 as Ordinance Number 44, Series of 2002. The amendment will allow the placement of a drive-thru ATM on the property.

RECOMMENDED ACTION

Staff recommends that Council consider testimony during Public Hearing on The Shops at Hampden and Logan PUD Amendment 1.

BACKGROUND

The Planned Unit Development is a rezoning process that establishes specific zoning and site planning criteria to meet the needs of a specific development proposal that may not be accommodated within existing zoning development regulations. A PUD rezoning provides the opportunity for unified development control for multiple properties or multiple uses.

This property is an 4.33 acre site occupied by a Safeway Stores since 1984. Prior to rezoning in 2002, this property was zoned B-1. The B-1 zone district did not allow for fueling stations, and therefore Safeway rezoned to the current PUD. The rezoning was approved by Council on September 16, 2002 as Ordinance Number 44, Series of 2002, with the following conditions:

1. Refueling tanker truck access to the site shall be only from South Sherman Street access via U.S. 285, and shall be accomplished between the hours of 11 p.m. and 6 a.m.
2. The outdoor garden center accessory use shall be limited to the months of April through July, shall not utilize more than 20 parking spaces and the layout shall be consistent with the PUD proposed site plan.
3. The shrubbery between the sidewalk and South Logan Street shall be of one species, consistent in height and width at maturity, and shall not be of a species that will overgrow the sidewalk. A Burning Bush species is suggested. Further, shrubbery and landscaping
proposed on the west side of the sidewalk shall be moved further west up the slope to provide more grass closer to the sidewalk.

4. In the event the fueling facility is not operated for fueling or any other permitted use for a period of one (1) year, the applicant shall be required to remove the fuel pumps, kiosk, canopy, air pump station, and underground tanks, and restore the site to paved parking use. This period may be extended up to an additional 180 days, for cause, following review by the Director of Community Development.

5. Sign #4, as illustrated on Sheet PUD-7, shall be reconstructed or replaced. This sign shall not exceed 100 square feet (per face) in total area and shall include a maximum of 50 square feet for off-premise advertising for retail business tenants of The Shops at Hampden and Logan.

**AMENDMENT 1 OVERVIEW**

Unless modified through this Amendment 1 application, all conditions and requirements of the original PUD as noted above remain in effect.

Amendment 1 to The Shops at Hampden at Logan will change the Permitted Principal Uses to allow a drive thru automatic teller machine (ATM).

**Site Plan:** The applicant is proposing the site plan amendments to include a drive thru ATM. The changes to the site will be minimal and will impact less than 2,000 s.f. of the existing 4.33 acre site.

**Landscaping:** The applicant is proposing the addition of 6 new shrubs at the southeast area of the drive thru ATM. This proposed shrubbery will provide screening from headlights at the ATM. All other landscaping on the site will remain.

**Signage:** The proposed PUD amendment does not impact the current signage regulations. The current PUD allows for a total of 10 signs not to exceed 440 square feet. The proposed ATM kiosk will be included in the total number and square footage of allowable signage.

**Parking:** The original PUD provided 239 spaces for The Shops at Hampden and Logan. This does include the Safeway grocery store as well as the retail located at the north end of the site. The retail stores are not part of the PUD, however, the PUD did require that the parking is shared by both Safeway and the retail stores. The proposed ATM drive thru will displace 11 parking spaces, leaving 228 and a total parking ratio of 4.40 spaces per 1000 s.f. of gross retail.

Current parking requirements for retail uses in the MU-B-1 zone district would require Safeway and the retail to the north to have a total of 98 parking spaces.

Staff believes that an adequate number of retail parking spaces are provided in the PUD.

**SUMMARY:**

The applicant is proposing minor changes to the existing PUD, in order to allow a drive thru ATM. Although there will be a reduction of 11 parking spaces there will not be a negative impact on the current parking.

**PLANNED UNIT DEVELOPMENT CONSIDERATIONS:**

Amendments to Planned Unit Developments are reviewed under the same procedure and criteria as original PUD applications per Englewood Municipal Code (EMC) section 16-2-7.F.2.c. as follows.
**PUD District Plan**
The District Plan sets forth the zoning regulations under which the proposed amendments will occur.

1. *The PUD District Plan is, or is not, in conformance with the District Plan requirements and the Comprehensive Plan.*

   Amendment 1 is in conformance with the applicable requirements for the general location, arrangement, extent and character of the development. The proposed amendments do not alter the Comprehensive Plan objectives for housing, cultural arts and business and employment identified in the original PUD.

2. *All required documents, drawings, referrals, recommendations, and approvals have been received.*

   All appropriate documents concerning Amendment 1 have been received and approved.

3. *The PUD District Plan is consistent with adopted and generally accepted standards of development in the City of Englewood.*

   The Amendment 1 District Plan remains consistent with accepted development standards established by the City of Englewood.

4. *The PUD District Plan is substantially consistent with the goals, objectives, design guidelines, policies and any other ordinance, law or requirement of the City.*

   Amendment 1 is in conformance with all other ordinances, laws and requirements of the City.

5. *When the PUD District Plan is within the Englewood Downtown Development Authority (EDDA) area, the Plan is consistent with the EDDA approved designs, policies and plans.*

   Not applicable.

**PUD Site Plan**
The Site Plan sets forth the site planning and design parameters under which the proposed amendments will occur.

1. *The PUD Site Plan is, or is not, in conformance with the District Plan requirements.*

   Amendment 1 establishes the arrangement, orientation, location, and the building envelopes on the site which are in conformance with the District Plan.

2. *All required documents, drawings, referrals, recommendations, and approvals have been received.*

   All required site plan materials have been received and approved.
3. The PUD Site Plan is consistent with adopted and generally accepted standards of development of the City of Englewood.

Amendment 1 is consistent with development standards set forth in the District Plan. The Development Review Team reviewed the site plan and determined that the proposal meets established City development standards.

4. The PUD Site Plan is substantially consistent with the goals, objectives and policies and/or any other ordinance, law or requirement of the City.

The proposed PUD Site Plan presented in Amendment 1 is in conformance with all other ordinances, laws and requirements of the City.

LIST OF ATTACHMENTS

Bill for Ordinance
Exhibit A: The Shops at Hampden and Logan PUD Amendment 1
BY AUTHORITY

ORDINANCE NO. ____  SERIES OF 2011
COUNCIL BILL NO. 39
INTRODUCED BY COUNCIL
MEMBER _______ 

A BILL FOR

AN ORDINANCE APPROVING AMENDMENT 1, TO THE PLANNED UNIT DEVELOPMENT FOR THE SHOPS AT HAMPTON AND LOGAN TO ALLOW A DRIVE THRU AUTOMATIC TELLER MACHINE (ATM).

WHEREAS, the Englewood City Council approved the Shops at Hampden and Logan Planned Unit Development with the passage of Ordinance No. 44, Series of 2002; and

WHEREAS, CKE Engineering, Inc. filed an application for an amendment to the Shops at Hampden and Logan PUD; and

WHEREAS, the proposed amendment would change the Permitted Principal Uses to allow a drive thru automatic teller machine (ATM); and

WHEREAS, the Englewood Planning and Zoning Commission held a Public Hearing on June 21, 2011 and recommends Englewood City Council approve Amendment No. 1;

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

Section 1. The Englewood City Council finds that all required documents, drawings, referrals, recommendations and approvals have been received.

Section 2. The Englewood City Council finds that the P.U.D. site plan is consistent with adopted and generally accepted standards of development within the City.

Section 3. The P.U.D. site plan is substantially consistent with the goals, objectives and policies and/or any other ordinance, law or requirement of the City.

Section 4. The City Council of the City of Englewood, Colorado hereby approves the Amendment No. 1 to the Shops at Hampden and Logan Planned Unit Development; attached hereto as Exhibit A.

Section 5. The Amendment will change the Permitted Principal Uses to allow a drive thru automatic teller machine (ATM).

Introduced, read in full, and passed on first reading on the 18th day of July, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of July, 2011.
Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of July, 2011 for thirty (30) days.

ATTEST:

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 18th day of July, 2011.

Loucrishia A. Ellis
KeyBank
Push Through Lettering - Front and Back

KeyBank
Push Through Lettering - Left and Right

Network - determined by State

GRAPHICS LAYOUT

Dimensions and power configurations subject to engineering verification.

STANDARD ELEVATIONS

Ultra Slim Surround Spec & Options

ACCESS PANEL
- Minus 0
- Minus 2
- Minus 4
- Minus 6

DANGER
- Cairn/Call 10"
- Signage

BACKUP LIGHTING
- Front
- Left
- Right

OPTIONS
- P&S Panel
- Visibility Panel
- Emergency Disconnect
- Wedge Switches
- Billet Push
- Vehicle weight Detector
COUNCIL COMMUNICATION

<table>
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<tr>
<th>Date</th>
<th>Agenda Item</th>
<th>Subject</th>
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<tr>
<td>August 1, 2011</td>
<td>11 c i</td>
<td>Collective Bargaining Agreement Between the City and the EEA for 2012-2013</td>
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Initiated By
Human Resources Department

Staff Source
Sue Eaton, Director of Human Resources

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The previous Collective Bargaining Agreement with the Englewood Employees Association was approved by Council for 2010 and 2011 in July, 2009 and a wage/benefit “reopener” in June, 2010.

RECOMMENDED ACTION

Staff requests Council approval of the 2012-2013 Collective Bargaining Agreement between the Englewood Employees Association and the City of Englewood. The contract covers approximately 193 employees.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood and the Englewood Employees Association entered into negotiations in May, 2011 per the provisions of the City of Englewood Home Rule Charter. The members of the Englewood Employees Association duly ratified by a majority vote the 2012-2013 Collective Bargaining Agreement. The significant changes to the contract are as follows:

1. The contract is two years in duration.
2. No personal leave cashout will be paid for unused personal leave in 2012 and 2013. Unused personal leave will be converted to annual leave in November of each year. A one-time annual leave earning limit increase will occur in 2012 to accommodate the personal leave conversion.
3. Employees participating in the defined benefit pension plan will begin contributing 3% of their wages to the plan in 2013.
4. Wages will be increased by 2% on each employee’s performance review date, conditional upon the employee achieving a “Meets Expectations” rating on his/her performance evaluation.
5. The life insurance limit of $50,000 will be removed. Employees will be covered in the amount of one time his/her annual salary.

FINANCIAL IMPACT: The cost of the changes to the general fund in 2012 will be approximately $58,225 and the savings generated by the benefit revisions will be approximately $57,000 for a $1,225 total increase to the general fund budget. The cost to the general fund in 2012 will be approximately $58,225 and the savings will be $142,823 for a total savings of $84,598 to the general fund budget.

LIST OF ATTACHMENTS:

Proposed Resolution
RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION AUTHORIZING THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE ENGLEWOOD EMPLOYEES ASSOCIATION AND THE CITY OF

WHEREAS, the City Council of the City of Englewood authorized a “Collective Bargaining
Agreement” with the Englewood Employees Association for January 1, 2010 through December
31, 2011 with Resolution No. 61, Series of 2009; and

WHEREAS, the City of Englewood and the Englewood Employees Association entered into
negotiations in May, 2011 in accordance with the Englewood City Home Rule Charter and the
contract provisions; and

WHEREAS, the members of the Englewood Employees Association, duly ratified by a
majority vote, the 2012-2013 collective Bargaining Agreement; and

WHEREAS, the significant changes from the current Contract, are as follows:

• No personal leave cash-out will be paid for unused personal leave in 2012 and 2013. Unused
  personal leave will be converted to annual leave in November of each year. An annual leave
  earning limit increase of forty-eight (48) hours will occur in 2012 to accommodate the
  personal leave conversion.

• Employees participating in the defined benefit pension plan will begin contributing 3% of
  their wages to the Plan in 2013.

• Wages will be increased each year by 2% on each employee’s evaluation date in 2012 and
  2013, conditioned upon the employee achieving a “meets expectations” rating.

• The life insurance limit of $50,000 will be removed. Employees will be covered for their
  actual salary.

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 hereby approves the Collective Bargaining Agreement between the Englewood Employees Association and the City of Englewood for the period of January 1, 2012 through December 31, 2013, a copy of which is attached hereto as Exhibit A.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest this Collective Bargaining Agreement between the Englewood Employees Association and the City of Englewood, Colorado, for the period of January 1, 2012 through December 31, 2013.

ADOPTED AND APPROVED this 1st day of August, 2011.

ATTEST:  
__________________________________________________
James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2011.

__________________________________________________
Loucrishia A. Ellis, City Clerk
COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF ENGLEWOOD

AND THE

ENGLEWOOD EMPLOYEES ASSOCIATION

JANUARY 1, 2012 - DECEMBER 31, 2013
| ARTICLE 1 | INTRODUCTION                  | PAGE |
| ARTICLE 2 | DURATION OF CONTRACT         | 3    |
| ARTICLE 3 | RECOGNITION                  | 4    |
| ARTICLE 4 | EMPLOYEE RIGHTS              | 5    |
| ARTICLE 5 | HOURS OF WORK                | 6    |
| ARTICLE 6 | OVERTIME WORK                | 7    |
| ARTICLE 7 | ACTING PAY                   | 8    |
| ARTICLE 8 | COMPENSATION                 | 9    |
| ARTICLE 9 | LONGEVITY COMPENSATION       | 10   |
| ARTICLE 10| ANNUAL LEAVE                 | 11   |
| ARTICLE 11| PERSONAL LEAVE               | 12   |
| ARTICLE 12| SHORT TERM DISABILITY (STD)  | 13   |
| ARTICLE 13| WORKERS’ COMPENSATION        | 15   |
| ARTICLE 14| MILITARY LEAVE               | 16   |
| ARTICLE 15| FUNERAL LEAVE                | 17   |
| ARTICLE 16| JURY DUTY AND WITNESS SERVICE| 18   |
| ARTICLE 17| HOLIDAYS                     | 19   |
| ARTICLE 18| UNIFORM CLEANING ALLOWANCE   | 20   |
| ARTICLE 19| TUITION REIMBURSEMENT/DEGREE ACHIEVEMENT RECOGNITION | 21   |
CONTRACT

BETWEEN THE CITY OF ENGLEWOOD

AND THE

ENGLEWOOD EMPLOYEES ASSOCIATION

ARTICLE 1. INTRODUCTION

This contract entered into by the City of Englewood, Colorado, and the Englewood Employees Association has as its purpose the promotion of harmonious relations between the City of Englewood and its Employees, a fair and peaceful procedure for the resolution of differences; the establishment of rates of pay and hours of work, and other conditions of employment as set out in the City Charter.

Except where limited by express provisions elsewhere in this contract, nothing in this contract shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it under the laws of the State of Colorado and the City's Charter and Municipal Code. The rights, powers, and authority include, but are not limited to, the following:

A. To determine the overall mission of the City as a unit of government.

B. To maintain and improve the efficiency and effectiveness of City operations.

C. To determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted.

D. To determine the overall methods, processes, means, job classifications or personnel by which City operations are to be conducted.

E. To direct, supervise, hire, promote, transfer, assign, schedule, retain or lay-off employees.

F. To suspend, discipline, discharge, or demote for just cause, all full-time permanent classified employees.

G. To relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.

H. To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining contract.

I. To take any and all actions to carry out the mission of the City in cases of emergency.
J. Nothing contained herein shall preclude the City from conferring with its employees for purposes of developing policies to effectuate or implement any of the above enumerated rights.

The City retains the right to change any past practice which is not in violation of this contract. In the event a past practice is sought to be changed by the City Manager or department directors, the Englewood Employees Association will be provided reasonable written notice of the intended change. The Englewood Employees Association retains the right to grieve any change in practice which is in violation of this contract.
ARTICLE 2. DURATION OF CONTRACT

A. This contract will take effect on January 1, 2012, and shall continue in force to and including December 31, 2013.

B. This contract or any part of it may be terminated or renegotiated at any time by mutual consent of both parties.

C. If any article or section of this contract should be held invalid by operation of law or any Court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such Court, the remainder of this contract shall not be affected thereby and this contract shall remain in full force and effect, and the parties shall promptly meet and negotiate for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section.

D. The parties agree and understand that provisions relating to employees covered by this contract shall in no way displace or modify present or future statutory case law of the State of Colorado.

E. The parties acknowledge that during negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for contract negotiations and that the understandings and agreements arrived at by the parties after this exercise of that right and opportunity are set forth in the contract.
ARTICLE 3. RECOGNITION

The City recognizes the Englewood Employees Association as the sole organization certified pursuant to the provisions of the Charter of the City of Englewood as the exclusive representative for the public employees within the following bargaining unit:

Included: All full-time, classified employees of the City.

Excluded: All supervisory, managerial, confidential, part-time, temporary, and contractual employees, and all employees hired through the use of Federal, State or other outside funding sources for special projects or programs, and all others who may be determined prior to or during the life of this contract as provided under the City Charter.
ARTICLE 4. EMPLOYEE RIGHTS

A full-time classified employee who is not excluded per Article 3. (Recognition) of this contract shall have the right:

A. To form, join, support or participate in, or to refrain from forming, joining, supporting, or participating in the employee organization or its lawful activities; and

B. Bargain collectively through their certified employee representative.

C. No employee shall be interfered with, restrained, coerced or discriminated against because of the exercise of these rights nor shall the right of an individual employee to discuss employment concerns with the City be infringed upon.
ARTICLE 5. HOURS OF WORK

All departments, functions or activities shall observe office and working hours necessary for the efficient transaction of their respective services.

A. All employees covered by this contract shall work at least forty (40) hours per week. The work week shall consist of five (5) eight-hour shifts, or other work schedules as determined by the department director per the “Modified Workweek Schedules” policy. All employees shall be scheduled to work a regular work schedule and each shift shall have a regular starting and quitting time. Should the work schedule be changed, affected employees will be notified 24 hours in advance except in the case of an emergency as determined by the department director.

B. Employees shall be entitled to two (2) paid rest periods not to exceed fifteen (15) minutes or one (1) thirty (30) minute rest period for each shift worked. Rest periods shall be under the control of the supervisor or department director.

C. When possible, employees who work beyond their regular quitting time into an overtime situation will be eligible for a fifteen (15) minute rest period before they begin the overtime work. When possible, additional rest periods will be granted under the control of the supervisor or department director similar to rest periods granted under subparagraph B. above.

D. When necessary, employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each shift. The clean-up period shall be under the control of the supervisor or department director.

E. All employees will be granted an unpaid lunch period during each shift. As a normal occurrence, this lunch break will commence between the beginning of the third hour and the beginning of the sixth hour of the shift. An employee and supervisor may agree to waive this time limit due to work related or personal issues.

ARTICLE 6. OVERTIME WORK

A. For all employees covered by this contract, except as specified below, duties performed over and above the assigned work schedule shall be considered overtime.

B. FLSA non-exempt (hourly) employees shall be compensated for overtime work at the rate of one and one-half (1-1/2) times the normal pay rate or compensatory time off, computed at the rate of one and one-half (1-1/2) times. Because compensatory time is accrued at one and one-half (1-1/2) times, it shall not be considered as “hours worked” for purposes of overtime calculation.

The City retains the right to assign overtime work to any employee qualified to perform the work.
ARTICLE 7. ACTING PAY

All persons appointed to an acting position, at the sole discretion of the Director, will be compensated at the minimum rate of the acting position pay range or 5% above the employee’s current rate of pay, whichever is greater. The employee must be in an acting capacity for thirty (30) consecutive calendar days before said employee becomes eligible for acting pay. Such pay will be retroactive to the first day the employee assumes the responsibility of the position.

See City of Englewood Administrative Policy Manual, Policy #1, “Acting Pay” for discussion of acting pay for positions not covered by this contract.
ARTICLE 8. COMPENSATION

The City’s pay philosophy is to position the maximums of EEA pay grades at the median of the maximums of the market.

A. RECLASSIFICATION OF POSITIONS

If a job is reclassified to a grade higher than it occupied prior to the Salary Survey (as defined in the Compensation and Classification Plan document) the incumbent’s pay will remain the same until his/her next Performance Evaluation. If however, the employee’s pay at the time of reclassification is below the minimum of the new grade range, it will be brought to the minimum of the new grade range prior and in addition to any increase based upon the Performance Evaluation score as described below.

B. WAGE INCREASES

Employees whose wages are below the maximum point of their grade range are eligible for a base pay building developmental increase of 2% on their annual evaluation date. An employee’s increase is conditional upon the employee achieving a “Meets Expectations” (3) on his/her Performance Evaluation, not to exceed the maximum of the grade range.

Employees who have progressed through the developmental zone and reached the maximum of their grade range will no longer be eligible for base pay building increases. They will, however, be eligible for a one-time, lump-sum, Merit Pay award. The Merit Pay award is also conditional upon the employee achieving a “Meets Expectations” (3) on his/her Performance Evaluation.

Employees in the developmental zone whose increase would raise their pay above the maximum of the range will be given base pay increases to the maximum of the grade range only. Any additional award will be non base building and awarded in the form of Merit Pay.

Note: Regardless of the Total Score on the Performance Evaluation, no pay increase or Merit Pay award will be granted if an employee is on a Performance Improvement Plan in any area. Once the conditions of the PIP have been met, the employee will receive the appropriate increase, retroactive to the PIP completion date.

C. A change in the evaluation date will result when:
(1) The employee is on leave without pay. (See Article 27.) Leave of Absence (Without Pay)
(2) The employee terminates his/her employment and later is reemployed. The new evaluation date shall be determined by his/her new employment date.
(3) The employee is promoted, demoted or transferred.

Fundamental changes to the above will be made only with prior consultation and review with association representatives.
ARTICLE 9. LONGEVITY COMPENSATION

Effective January 1, 1984, and thereafter, all new hires shall not be eligible for longevity compensation.
ARTICLE 10. ANNUAL LEAVE

Employees covered by this contract shall earn annual leave each pay period as follows:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hours per Pay Period</th>
<th>Hours per Year</th>
<th>Earning Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 0-4 Years (thru 48 mos.)</td>
<td>3.08</td>
<td>80</td>
<td>208 Hrs.</td>
</tr>
<tr>
<td>2. 5-9 Years (49 thru 108 mos.)</td>
<td>4.62</td>
<td>120</td>
<td>288 Hrs.</td>
</tr>
<tr>
<td>3. 10+ Years (109+ mos.)</td>
<td>6.15</td>
<td>160</td>
<td>368 Hrs.</td>
</tr>
</tbody>
</table>

Accumulation of annual leave shall neither be authorized nor computed for any purpose after the maximum earning limit has been reached. Part time service is not included in the "length of service" calculation for annual leave eligibility.

Use

The schedule for use of annual leave shall be determined by the needs of the department. Annual leave shall be taken at the time convenient to and approved by the department director or supervisor. However, the City will make reasonable efforts to accommodate the request of an employee to use annual leave where a genuine emergency situation exists.

Annual Leave Pay

The rate of annual leave pay shall be the employee's regular straight time hourly rate of pay for the employee's regular job. Annual leave shall be allowed only to the total hourly amount accumulated up to and during the pay period in which the leave is taken.

Work During Annual Leave

If, after the employee has begun his/her annual leave and the City requires the employee to work during the scheduled annual leave period, the employee will not be charged with vacation time for the number of hours worked.

Annual Leave Pay Upon Separation

When an employee terminates employment with the City, they will be compensated for unused annual leave earned as of the date of separation. Annual leave is not to be used to extend an employee's date of separation.
ARTICLE 11. PERSONAL LEAVE

All employees covered by this contract shall be granted 48 hours of personal leave time with pay which an employee is entitled to use for the following purposes:

A. Employee’s own illness/injury
B. Illness/injury of employee’s family
C. To attend to personal business

For any employee who has not used the 48 hours of personal leave by the end of October of each calendar year, the unused hours will be converted to annual leave. Personal leave shall be scheduled and administered under the direction of the department director or supervisor. In the event of illness/injury in which personal leave is requested, shift work employees shall notify their supervisor at least one (1) hour prior to their scheduled reporting time. Personal leave shall be prorated for employees beginning and terminating employment with the City.
ARTICLE 12. SHORT TERM DISABILITY (STD)  
(Formerly Temporary Disability – Non Job-Related)

Short term disability (STD) granted for non-service connected injury or illness of an employee with at least ninety (90) days of service with the City, whose disability prevents the employee from performing his/her duties. STD is paid at 100% of the employee’s regular hourly rate.

The City agrees to provide employees covered by this contract STD leave with pay for employees absent as a result of illness/injury as follows:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Working Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>91 days- 4 years (thru 48 mos.)</td>
<td>347</td>
</tr>
<tr>
<td>5-9 years (49 thru 108 mos.)</td>
<td>520</td>
</tr>
<tr>
<td>10+ years (109+ mos.)</td>
<td>693</td>
</tr>
</tbody>
</table>

STD leave shall not be accumulative. January 1 of each year the City shall restore 100% of the number of hours used by an employee during the preceding year as follows:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Maximum Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>91 days-4 years</td>
<td>up to a maximum of 173 working hours</td>
</tr>
<tr>
<td>5-9 years</td>
<td>up to a maximum of 260 working hours</td>
</tr>
<tr>
<td>10+years</td>
<td>up to a maximum of 347 working hours</td>
</tr>
</tbody>
</table>

**Utilization**

A. Authorization for STD leave with pay shall only be granted after the first normal daily shift of disability. The elimination shift to access STD shall be taken and paid in the following order: personal leave, annual leave, compensatory time. If all accrued leaves have been exhausted, the elimination shift shall be taken as leave without pay.

B. Authorization for STD shall only be granted for personal illness or injury, not service connected, including maternity related disability.

See City of Englewood Administrative Policy #31, “Family and Medical Leave Act (FMLA)”.

**Sick Leave Option**

All sick leave accrued by permanent employees prior to January 1, 1980 shall vest with the employee, and may be used in the following manner:

A. After exhausting STD hours.

B. By cashing in all accrued sick leave accumulated under the previous plan upon normal retirement from the City at the rate of one hour's pay for each two hours of accrued sick leave or one hour's pay for each four hours upon separation from the City.
C. By cashing in accrued sick leave, once each year at the conversion rate of four (4) hours sick leave for one (1) hour pay, not to exceed a conversion of more than 400 hours each year.

**Reporting of STD**

The employee or a member of the employee’s household shall notify the employee's supervisor at least one hour prior to the employee's scheduled reporting time. No STD leave will be granted to an employee who fails to notify their supervisor prior to the beginning of the employee's work shift.

**Verification of Disability**

If absence from work is three (3) days or more, a medical release must be provided to the employee’s supervisor, who will forward it to Human Resources for possible Family and Medical Leave qualification.

**Abuse of STD**

Abuse of STD occurs when an employee misrepresents the actual reason for requesting STD or when an employee uses STD leave for unauthorized purposes. An employee who makes a false claim for STD leave shall be subject to disciplinary action up to and including termination.
ARTICLE 13. WORKERS’ COMPENSATION

A. For any on-the-job injury which causes an employee to be absent from work as a result of such injury, the City shall pay to such employee his/her full wages from the first day of his/her absence from work up to and including the 90th calendar day of such absence, less whatever sums received by the employee as disability benefits under workers’ compensation. The City requires any employee on workers’ compensation to submit to an examination(s) by City-appointed physician(s) at the City’s expense or under the provision of workers’ compensation. If the injury or illness results in an absence of over 90 days, the employee may request to supplement the 66&2/3% wage benefit granted by the provisions of workers’ compensation with personal leave, annual leave or sick leave (if applicable). Short term disability is available only for non work related illnesses or injuries, so cannot be used as a supplement to the workers’ compensation benefit.

B. All workers’ compensation injuries shall be reported to the employee’s supervisor within 24 hours of the injury or before the employee leaves his/her department of employment.
ARTICLE 14. MILITARY LEAVE

The authority for this policy is derived from the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and Section 28-3-601 C.R.S. through Section 28-3-607 C.R.S.

The City is obligated to grant military leave without loss of pay for absences not exceeding fifteen (15) days in any calendar year. Fifteen (15) days equates to fifteen 8-hour days, or 120 hrs. The City cannot require an employee to use annual leave for such purposes. The employee may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding those covered by the fifteen (15) day military leave allowance.

Military leave of absence will result in no loss of any condition of employment that would have normally occurred if the employee had not been absent for such purposes.

Employees are responsible for providing their department directors copies of all military orders that will result in a leave of absence for active military duty. Employees are also required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.

Employees who fail to return to work according to the provisions of USERRA and Section 28-3-601 C.R.S. through Section 28-3-607 C.R.S. are subject to disciplinary action up to and including termination.

Employees must remit to the City any pay received by the military for the period of time the employee is on paid military leave. This remittance shall occur immediately upon receipt of the military pay (in instances that the military pay is greater than the employee’s City pay, the employee may elect to forego City paid military leave).

The City will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.
ARTICLE 15. FUNERAL LEAVE

Full-time employees are eligible for up to forty (40) hours of funeral leave. Annual or personal leave may be requested if additional time off is necessary. Funeral leave applies to members of the employee’s family. For purposes of this policy, “Employee’s Family” will mean the employee’s spouse, or the children, grandchildren, parents, grandparents, brothers, and sisters of the employee or of the employee’s spouse.
ARTICLE 16. JURY DUTY AND WITNESS SERVICE

Leave will be granted to an employee called for jury duty or to appear as a witness in his/her official capacity in obedience to a subpoena or direction by legal authority. The employee will receive their regular salary for jury duty served. Any jury pay will be reimbursed to the City. The employee may retain any reimbursements for mileage and parking. Employees on jury duty or called as a witness in their official, City capacity will be expected to work as much of their regularly scheduled workday as their jury duty schedule or appearance in court permits.

When an employee is subpoenaed as a witness in private litigation to testify, not in his/her official capacity but as an individual, accumulated leaves will be used to cover the time absent. All accumulated leaves must be exhausted before the time absent can be taken as leave without pay.

Employees will not be paid overtime or earn compensatory time for time served as a juror or a witness. Overtime is computed on hours actually worked over forty (40) hours at the assigned job.

An employee must return to work after being excused from jury duty if there are more than two (2) hours left in their regularly, scheduled workday.
ARTICLE 17. HOLIDAYS

A. The following days shall be considered official holidays by the City and all employees covered by this contract shall be entitled to ninety-six (96) hours of holiday pay:

1. New Year's Day: January 1.
2. Martin Luther King Day: the third Monday in January.
3. President's Day: the third Monday in February.
4. Memorial Day: the last Monday in May.
7. Veteran's Day: November 11.
8. Thanksgiving Day: the fourth Thursday in November.
9. Fourth Friday of November following Thanksgiving Day.

B. Any employee covered by this contract who does not perform duty scheduled on the working days or have approved paid leave immediately prior to and following a holiday shall not receive pay for the holiday.

C. Employees required to work on an official City holiday will receive approved holiday pay at two and one half times the employee's regular hourly rate for holiday hours actually worked up to 8 hours. Hours worked over 8 hours will be paid at the overtime rate (time and one-half). For departments permitting other holiday compensation options, the procedures are as follows:

a. Approved overtime pay (time and one-half) for number of hours actually worked on the holiday IN ADDITION TO up to 8 hours of holiday leave to bank and take at a later date; OR

b. Approved straight time pay for number of hours actually worked on the holiday up to 8 hours (hours worked over 8 will be paid at the overtime rate of time and one-half) IN ADDITION TO up to 8 hours of Comp Time (accrued at time and one-half) to be taken at a later date; OR

c. Approved holiday pay at two and one-half times the employee's regular hourly rate for holiday hours actually worked up to 8 hours. Hours worked over 8 hours will be paid at the overtime rate (time and one-half.)

D. When one of the foregoing holidays falls on a Sunday, the following Monday shall be observed as the legal holiday. When any of the foregoing holidays fall on a Saturday, each employee shall be entitled to a day off for such holiday, which day off shall be scheduled as the City Manager determines, but no specific day shall be observed as a holiday for purpose of closing City offices and functions.

See City of Englewood Administrative Policy #33, "Official Holidays", for further clarification.
ARTICLE 18. UNIFORM CLEANING ALLOWANCE

If an employee is required to wear a uniform, the employee shall wear the uniform only as authorized by the department work rules. The City will provide uniforms, cleaning and replacements. The City will provide 50% of the cost of required work shoes up to a maximum of $90 per year except with department director approval. All employees shall maintain a presentable appearance while on duty. The employee is responsible for any damage to the uniform by negligence or deliberate act.
ARTICLE 19. TUITION REIMBURSEMENT / DEGREE ACHIEVEMENT RECOGNITION

See City of Englewood Administrative Policy #29, "Tuition Reimbursement/Degree Achievement Recognition".
ARTICLE 20. LIFE INSURANCE

Term life insurance will be provided by the City for employees covered by this contract in the amount of one time his/her annual salary. Upon separation from employment, the employee may convert the life insurance per the life insurance plan conversion agreement in place at the time of his/her separation from employment.
ARTICLE 21. INSURANCE

A. MEDICAL
The City will pay ninety percent (90%) of the premium cost for “employee only” coverage, eighty-five percent (85%) of the premium cost for “employee plus one” coverage and eighty percent (80%) of “family” coverage for the medical insurance plan designated as the basic City plan. Employees will pay 10%, 15% or 20% of the premium cost, depending on the level of coverage.

If the City offers any optional medical insurance plan(s), the employee will pay the difference between the City’s contribution described above and the premium cost of the optional plan chosen.

B. DENTAL
The City will pay ninety percent (90%) of the premium cost for “employee only” coverage, eighty-five percent (85%) of the premium cost for “employee plus one” coverage and eighty percent (80%) of the premium cost for “family” coverage for dental insurance. Employees will pay either ten percent (10%), fifteen percent (15%), or twenty percent (20%) of the premium cost for dental insurance, depending on the level of coverage.

C. Any dispute concerning the interpretation or application of benefits provided under the health or dental plans shall be subject to the plan appeal process. It is expressly understood that this article is a non-grievable item under this contract.
ARTICLE 22. RETIREE HEALTH INSURANCE ASSISTANCE

Retirees will be guaranteed conversion privileges to the Health Insurance Conversion Plan available through the City. For those who retired prior to December 31, 1996, the City will pay $50 per month. For retirees after January 1, 1997, the City will pay $75 per month. For those who retire on or after January 1, 2010, the City will pay $100 per month.

For purposes of this Article, “retiree” shall be defined as all employees who separate from the City at age 55 or older and have completed 15 years of continuous, permanent, full-time service (immediately preceding the date of separation). See City of Englewood Administrative Policy #66, “Retiree Health Assistance”.
ARTICLE 23. PENSION/RETIREMENT PLANS

The pension plan description for employees covered by this contract is set forth in Title III, Chapter 4 of the Englewood Municipal Code. Additionally, the plan description for the Non-Emergency Employees Money Purchase Plan is available for inspection in the Department of Finance and Administrative Services.
ARTICLE 24. LAYOFF

A. Whenever there is lack of work, lack of funds, or under conditions where it is determined that continued work would be inefficient or nonproductive, requiring reductions in the number of employees, the appointing authority shall designate the department and positions in which the layoff is to be made. In identifying individual employees to be laid off, the appointing authority shall consider the relative ability of all employees within the position classification, taking into account the employee's documented performance history and then seniority with the City.

B. Employees laid off shall be put on a recall list for one year following their layoff. Employees recalled from layoff into the same job classification shall be recalled in inverse order of layoff. If they are recalled into a different position, those recalled must have the demonstrated ability and qualifications to perform the available work as determined by the City. No new employees shall be hired into positions covered by this contract until all employees on layoff status desiring to return to work have been recalled.

C. Employees identified for layoff shall have the right to displace an employee in any position classification which the employee formerly held in the department, taking into account both the employees’ documented performance history, demonstrated ability and then seniority with the City. The employee ultimately displaced shall then be the person laid off unless that employee in turn has effective displacing rights under the provisions of this article.
ARTICLE 25. LEAVE OF ABSENCE (WITHOUT PAY)

After twelve months of continuous service and upon approval of the department director, in concurrence with the Human Resources Director, employees may be granted an unpaid leave of absence of up to one year for compelling personal reasons not related to Family and Medical Leave reasons.

All accrued, paid leave must be exhausted before the beginning of the unpaid leave of absence. Employees on such leave do not accrue personal leave, annual leave or longevity pay. Employees on unpaid leave of absence are not eligible for holiday, jury, military, funeral or administrative leave. When an employee is on an unpaid leave of absence, he/she will remain in the City health and dental insurance plans, provided the full premium is paid by the employee.

The employee may retain the benefit accrual rate they were eligible for at the beginning of the unpaid leave, provided the employee returns to work with the City on the agreed upon date. Upon return, the employee’s hire date will be adjusted if the leave has exceeded thirty (30) calendar days.

An employee who engages in other employment, including self-employment, while on official leave of absence, will be terminated effective as of the last day worked, unless prior written approval has been obtained from the Human Resources Department.

Employees on an approved leave of absence, who fail to report for work by the first day after the expiration date of the leave of absence or a properly approved extension, will be terminated from their employment with the City as of the last day actually worked.
ARTICLE 26. GRIEVANCE PROCEDURE

A grievance is defined as a claim or dispute by an employee covered by the terms of this contract concerning an alleged violation of a specific provision of this contract. The employee shall be required to follow the procedure as set out below:

A general grievance is defined as a grievance that concerns a group of employees or the bargaining unit in general. A general grievance can only be filed by the Association within the time frame specified in Step 1, and the initial review will occur by the department director at Step 2 below.

A. "Work Day" means calendar days exclusive of Saturdays, Sundays, and City recognized holidays.

Step 1.

If the employee is unable to settle the grievance or dispute orally and informally through his/her immediate supervisor within five (5) working days of the date of the occurrence of the grievance, or the employee's knowledge of it, the employee may, within the succeeding five (5) work days, file a written grievance with his/her supervisor. The supervisor shall attempt to adjust the matter and shall respond in writing to the employee within five (5) work days.

Step 2.

If the answer is not satisfactory, the matter shall be presented in writing by the employee to the department director within five (5) work days following receipt of the supervisor's response. The department director shall respond in writing to the employee within five (5) work days.

Step 3.

If the grievance still remains unadjusted, it shall be presented by the employee to the City Manager in writing within five (5) work days following receipt of the response of the department director. The City Manager or his/her designated hearing officer shall have a meeting with the grievant to review the grievance and all relevant information. Within ten (10) work days of that meeting, the City Manager or his/her designated hearing officer will issue a written decision.

Step 4.

1. If the grievance is still unresolved, the Association within fourteen (14) calendar days after the reply of the City Manager or his/her designated hearing officer, may by written notice request the matter be submitted to arbitration. The parties will attempt to choose a mutually agreeable arbitrator. If within five (5) days of the request for arbitration the Association and the City cannot mutually agree on an impartial arbitrator, a request will be filed with the American Arbitration Association for a panel of seven (7) arbitrators to be sent to the parties. The arbitrator shall be selected by a method of alternative striking of names from the panel, with the first strike determined by a coin flip. The final name left on the panel shall be the arbitrator. The arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument.
2. Each party shall be responsible for compensation to its own representatives and witnesses. The fees of the arbitrator shall be borne equally by the Association and the City.

3. Authority of Arbitrator

The arbitrator shall have no power to add to or subtract from or change the terms of this contract. The written decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall limit his/her decision strictly to the grievance submitted which has been properly processed through the grievance procedure outlined.

4. Failure by an employee or the Association to comply with any time limitation shall constitute a settlement of the grievance. Should the employer not respond within the prescribed time, the grievance will automatically proceed to the next step. At the employee’s option, the employer may be allowed additional time to respond.

Processing Grievance During Working Hours

Grievances may be investigated and processed by the employee or designated employee representative during working hours, within reasonable time limits, without loss of pay, provided notice is given and the workload permits.
ARTICLE 27. WRITTEN CORRECTIVE ACTION

Whenever more serious grounds for corrective action exist (i.e., more serious than those deemed by the supervisor to warrant oral corrective action) the supervisor should issue a written corrective action. The written corrective action will be addressed to the employee and will include the following information:

- The violation
- The specific behavior
- The dates of the behavior
- The warning that continuance of the specific behavior will result in disciplinary action, and
- An offer of assistance in correcting the behavior.

Both the employee and supervisor must sign the document (if necessary, the supervisor will note that the employee refuses to sign the document). A copy of the written corrective action will be forwarded to Human Resources to be included in the employee’s official personnel file. The employee will have the opportunity to submit written comments in response to the written corrective action to be included in their file.

This Article shall not be grievable under this contract, nor shall it apply to probationary employees.
ARTICLE 28. DUES DEDUCTION

A. The City agrees to deduct the Englewood Employees Association dues each pay period from the pay of those employees who individually request in writing that such deductions be made, subject to the garnishment laws of the State of Colorado. The amounts to be deducted shall be certified to Human Resources by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the succeeding month, after such deductions are made. The authorization shall be revocable during the term of the contract, upon written notice by the employee to Human Resources.

B. If no wages are paid to an employee authorizing such deductions in any given pay period, deduction for that pay period(s) will be made from any wages which may be paid to him/her in the succeeding pay period(s). It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the Englewood Employees Association of any dues during any time that an employee is not actually working for the City and actually on the payroll of the City. In the event of error on the check-off list, the City will not be responsible to make adjustments, until notified by the Treasurer of the Englewood Employees Association.

C. The Englewood Employees Association shall indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

D. Changes in the dues amount to be deducted shall be limited to two (2) changes each year, providing a thirty (30) day written notice is provided to Human Resources.

E. Should the change in the deduction method require a computer programming change, the Englewood Employees Association shall be responsible for the cost of such change or changes, at $30 per hour with a four (4) hour maximum. Payment from the Englewood Employees Association shall be made to the City Finance and Administrative Services Director within ten (10) days of receipt of billing.
ARTICLE 29. ASSOCIATION ACTIVITIES

The City agrees that during working hours on the City premises and without loss of pay, Englewood Employees Association members may be allowed to:

- attend two (2) EEA meetings annually. The City, however, retains the right to maintain appropriate staffing levels as determined by the department director and will not be required to pay overtime or compensatory time necessitated by attendance at the meeting. Members may be called back from such meetings to address emergencies. Other membership meetings may be called to address issues of general interest. If these additional meetings are held during employees’ work shifts, the City retains the right to either approve or disapprove attendance on City time (i.e., during times other than employees’ lunch and break periods). Notice of such meetings, specifying whether it is biannual or general interest will be provided to directors, managers and supervisors two weeks in advance, unless it is mutually agreed to waive this provision;
- post EEA notices on City designated bulletin boards;
- solicit EEA memberships during employee's non-work time.

Additionally, the Association may call monthly meetings of its board, to be held during the board members’ lunch periods. One (1) week's notice will be given to supervisors if the meetings are expected to exceed the lunch periods.

Board members may also be allowed to represent employees on grievances. They will be allowed to represent employees at labor management committee meetings and negotiations. During negotiations, EEA negotiation team members may meet during work hours to discuss issues with appropriate notice given to directors, managers and supervisors. The Association team shall not exceed eight (8) members.
ARTICLE 30. STANDBY PAY

Standby pay is defined as compensation for employees covered by this contract who must be immediately available to respond while off duty. All employees covered by this contract and assigned standby duty shall be compensated at a rate equal to eight (8) hours at his/her regular rate of pay for one week of standby duty. Standby pay shall be prorated for standby duty of less than one week. (Example: an employee assigned standby duty for one day will be compensated at a rate equal to 8 hours / 7 = 1.14 hours).

Standby pay shall not be substituted with compensatory time.
ARTICLE 31. CALL BACK

Any time an employee on off-duty status (including stand-by duty) is called back to work he/she shall be credited with a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times his/her regular hourly rate.

With the approval of the department director and subject to departmental guidelines, the employee may choose to substitute compensatory time for call back pay.
ARTICLE 32. LABOR MANAGEMENT COMMITTEE

A labor management committee consisting of four (4) members appointed by the Association and four (4) members appointed by the City shall meet on a quarterly basis. The committee will only deal with group issues that are not dealt with through other existing committees or grievance procedures. The Association will send its agenda items to the Human Resources Director at least one (1) week prior to the date of the quarterly meeting.

City policy changes will be presented at the quarterly labor management committee meetings. Emergency policy changes will be immediately forwarded to the Association for distribution.
ARTICLE 33. EXCLUSIVENESS OF CONTRACT

The City and the Association agree that the terms and provisions herein contained constitute the entire contract between the parties. The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this contract and, therefore, agree that negotiations will not be reopened on any item during the life of this contract, except by mutual agreement of the parties.

IN WITNESS THEREOF, the parties have caused this contract to be signed by their respective representatives, and their signatures placed thereon, on this 1st day of July, 2011 at Englewood, Colorado.

ENGLEWOOD EMPLOYEES ASSOCIATION

____________________
Steve Ozbun, President

____________________
Robert Stephenson, Vice President

CITY OF ENGLEWOOD

____________________
Mayor, Jim Woodward

ATTEST:

____________________
City Clerk, Loucrishia A. Ellis

____________________
City Manager, Gary Sears
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The previous Collective Bargaining Agreement with the Englewood Fire Fighters Association was approved by Council for 2009-2011 in June, 2008.

RECOMMENDED ACTION

Staff requests Council approval of the Collective Bargaining Agreement between the Englewood Fire Fighters Association and the City of Englewood for the years 2012 and 2013. The contract covers approximately 48 employees.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood and the Englewood Fire Fighters Association entered into negotiations in May of 2011 in accordance with the City of Englewood Charter. The members of the Englewood Fire Fighters Association duly ratified, by a majority vote, the Collective Bargaining Agreement.

The significant changes to the contract are as follows:

1. The contract is two years in duration.
2. No merit pay will be paid in 2012 or 2013.
3. No holiday leave cash-out will be paid in 2012 or 2013. However, employees will be paid overtime if they actually work on a City holiday and unused holiday leave (up to 96 hours) will be converted to compensatory time each November.
4. Wages will be increased by 1.5% on January 1, 2012.
5. Wages will be increased by the “market” amount determined by the 2012 salary survey on January 1, 2013.

FINANCIAL IMPACT

The cost of the changes to the general fund for 2012 will be approximately $59,262 and the savings generated by the benefit revisions will be approximately $52,191 for a total cost of $7071. The cost of the changes for 2013 cannot be quantified until the completion of the 2012 market survey. The $52,191 savings will continue for 2013.

LIST OF ATTACHMENTS

Resolution
RESOLUTION NO. _____
SERIES OF 2011


WHEREAS, the City Council of the City of Englewood, Colorado authorized a Collective Bargaining Agreement with the Englewood Firefighters Local No. 1736 (EFFA) for the years 2009, 2010 and 2011, by the passage of Resolution No. 65, Series of 2008; and

WHEREAS, the City of Englewood and the Englewood Firefighters Local No. 1736 entered into negotiations in May, 2011 in accordance with the Englewood City Home Rule Charter; and

WHEREAS, the members of the Englewood Firefighters Local No. 1736 duly ratified, by a majority of the members, the proposed Collective Bargaining Agreement for the years 2012 through 2013; and

WHEREAS, the significant changes to the Contract, are as follows:

- No merit pay will be paid in 2012 or 2013.

- No holiday leave cash-out will be paid in 2012 or 2013. However, employees will be paid overtime if they actually work on a City holiday and unused holiday leave (up to 96 hours) will be converted to compensatory time each November.

- Wages will be increased by 1.5% on January 1, 2012.

- Wages will be increased by the “market” amount determined by the 2012 salary survey on January 1, 2013.

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 hereby approves the Collective Bargaining Agreement between the Englewood Firefighters Local No. 1736 and the City of Englewood for the Years 2012 and 2013, attached hereto as Exhibit A.
Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest the Collective Bargaining Agreement between the Englewood Firefighters Local No. 1736 and the City of Englewood, Colorado, for the years 2012 and 2013.

ADOPTED AND APPROVED this 1st day of August, 2011.

ATTEST: 

__________________________
James K. Woodward, Mayor

__________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. ______, Series of 2011.

__________________________
Loucrishia A. Ellis, City Clerk
COLLECTIVE BARGAINING CONTRACT

BETWEEN

THE ENGLEWOOD FIREFIGHTERS LOCAL 1736

AND

THE CITY OF ENGLEWOOD

FOR THE YEARS 2012 and 2013
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>1</th>
<th>RECOGNITION</th>
<th>Page 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE</td>
<td>2</td>
<td>EMPLOYEE RIGHTS</td>
<td>Page 4</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>3</td>
<td>BULLETIN BOARDS</td>
<td>Page 5</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>4</td>
<td>DUES DEDUCTION</td>
<td>Page 6</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>5</td>
<td>RULES AND REGULATIONS</td>
<td>Page 7</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>6</td>
<td>DURATION OF CONTRACT</td>
<td>Page 8</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>7</td>
<td>HOURS OF WORK</td>
<td>Page 9</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>8</td>
<td>COMPENSATION</td>
<td>Page 10</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>9</td>
<td>OVERTIME</td>
<td>Page 12</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>10</td>
<td>ACTING PAY</td>
<td>Page 14</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>11</td>
<td>ANNUAL LEAVE</td>
<td>Page 15</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>12</td>
<td>PERSONAL LEAVE</td>
<td>Page 16</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>13</td>
<td>SHORT TERM DISABILITY – STD</td>
<td>Page 17</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>14</td>
<td>WORKERS’ COMPENSATION</td>
<td>Page 19</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>15</td>
<td>MILITARY LEAVE</td>
<td>Page 20</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>16</td>
<td>FUNERAL LEAVE</td>
<td>Page 21</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>17</td>
<td>JURY DUTY AND WITNESS SERVICE</td>
<td>Page 22</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>18</td>
<td>HOLIDAYS</td>
<td>Page 23</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>19</td>
<td>VOTING LEAVE</td>
<td>Page 25</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>20</td>
<td>TRADING TIME</td>
<td>Page 26</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>21</td>
<td>UNPAID LEAVES OF ABSENCE</td>
<td>Page 27</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>UNIFORMS</td>
<td>Page 28</td>
<td></td>
</tr>
<tr>
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<td>----------</td>
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</tr>
<tr>
<td>ARTICLE</td>
<td>MILEAGE REIMBURSEMENT</td>
<td>Page 29</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>INSURANCE</td>
<td>Page 30</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>LIFE INSURANCE</td>
<td>Page 31</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>RETIREE HEALTH INSURANCE REIMBURSEMENT</td>
<td>Page 32</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>LAYOFF</td>
<td>Page 33</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>TUITION REIMBURSEMENT/DEGREE ACHIEVEMENT RECOGNITION</td>
<td>Page 34</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>SETTLEMENT OF DISPUTES</td>
<td>Page 35</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>SUPPLIES</td>
<td>Page 38</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>DRUG TESTING AND PHYSICAL FITNESS</td>
<td>Page 39</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>DEATH AND DISABILITY ASSESSMENT</td>
<td>Page 40</td>
<td></td>
</tr>
<tr>
<td>ARTICLE</td>
<td>EXCLUSIVENESS OF CONTRACT</td>
<td>Page 41</td>
<td></td>
</tr>
</tbody>
</table>
COLLECTIVE BARGAINING

CONTRACT BETWEEN

THE ENGLEWOOD FIREFIGHTERS LOCAL #1736

AND THE

CITY OF ENGLEWOOD

FOR THE YEARS 2012 and 2013

This contract is entered into by and between the City of Englewood (hereinafter referred to as the "City") and the Englewood Firefighters (hereinafter referred to as the "Union").

It is the purpose of this contract to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

Except where limited by express provisions elsewhere in this contract, nothing in this contract shall be construed to restrict, limit, or impair, the rights, powers and authority of the City as granted to it under the laws of the United States, the State of Colorado and the City's Charter and Municipal Code. The rights, powers, and authority include, but are not limited to, the following:

A. The determination of Fire Department policy including the right to manage the affairs of the Fire Department in all respects.

B. The right to assign working hours, including overtime.

C. The right to establish, modify or change work schedules, manning of apparatus, amount of apparatus in the main or reserve fleet, etc.

D. The right to direct the members of the Fire Department including the right to hire, promote, transfer or discipline or discharge for cause, any firefighter within the Fire Department.

E. The table of organization of the Fire Department including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of job classification and ranks based upon duties assigned.

F. The determination of the safety, health and property protection measure for the Fire Department.
G. The allocation and assignment of work to all firefighters within the Fire Department.

H. The determination of policy affecting the selection or training of firefighters.

I. The scheduling of operations and the determination of the number and duration of hours of assigned duty per week.

J. The establishment, discontinuance, modification and enforcement of Fire Department rules, regulations and orders.

K. The transfer of work from one position to another within the Fire Department.

L. The introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in the existing methods and techniques.

M. The placing of service, maintenance or other work with outside contractors or other agencies of the City.

N. The determination of the number of ranks and the number of firefighters within each rank.

O. The determination of the amount of supervision necessary.
ARTICLE I. RECOGNITION

The City recognized the Union as the organization certified pursuant to the Charter of the City of Englewood, as the sole and exclusive collective bargaining agent for all full-time classified Englewood Firefighters including Firefighter, Driver-Operator-Engineer, Fire medic and Lieutenants. The City agrees that it will not decertify or withdraw recognition of the Union as a result of any member of the bargaining unit serving temporarily in an acting capacity in a position outside of the bargaining unit.
ARTICLE 2. EMPLOYEE RIGHTS


See related City Of Englewood Policies:

- #6 Equal Employment Opportunity/Harassment Exhibit II
- #47 Violence In The Workplace Exhibit III
ARTICLE 3. BULLETIN BOARDS/UNION ACTIVITY

A. The City agrees to provide space in the fire station for Union bulletin boards that shall be properly maintained by the Union. They are to be used for the following notices:

1. Union meetings.
2. Union elections.
3. Reports of Union committees.
4. Rulings of policies of the International Union.
5. Recreational or social affairs of the Union.

B. The Union agrees that there shall be no other general distribution or posting by the Union or employees upon City property, provided, however, the Fire Chief may permit other material not provided for above at his/her discretion to be posted or distributed. The material posted shall not contain anything reflecting derogatorily upon the City, any of its employees, or any other organization of City employees. The City agrees that during working hours on City premises and without loss of pay, Union members may be allowed to: attend Union and/or management meetings, post Union notices, solicit Union membership during employee's non-work time, and one on-duty representative will be allowed to assist an employee on grievances, or appeals, provided advance notice is given to the Chief and the work load permits. The City shall provide relief for Union negotiators who are on duty during scheduled negotiating sessions.
ARTICLE 4. DUES DEDUCTION

A. The City agrees to deduct the Union dues from each bi-weekly paycheck of those employees who individually request in writing that such deductions be made, subject to the garnishment laws of the State of Colorado. The amounts to be deducted shall be certified to the City Director of Human Resources by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the succeeding month, after such deductions are made. The authorization shall be revocable during the term of the Contract, upon a thirty (30) day written notice by the employee to the City Director of Human Resources.

B. It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the Union of any dues during any time that an employee is not actually working for the City and actually on the payroll of the City. In the event of error on the checkoff list, the City will not be responsible to make adjustments, until notified by the Treasurer of the Union.

C. The Union shall indemnify and hold the City harmless against any and all claims, suit, orders or judgment brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

D. Changes in the dues amount to be deducted shall be limited to two (2) changes each year and provided a thirty (30) day written notice is provided to the City Director of Human Resources.

E. Should the change in the deduction amount or method require a computer programming change, the Union shall be responsible for the cost of such change or changes, at $30.00 per hour with a four (4) hour maximum. Payment from the Union shall be made to the City Director of Finance and Administrative Services within ten (10) days of receipt of billing.
ARTICLE 5. RULES AND REGULATIONS

A. Except as limited by the express terms of this contract, the City retains the right to promulgate reasonable rules, regulations, policies, procedures and directives. Said rules, regulations, policies, procedures and directives which are an alleged violation of this contract shall be subject to the grievance procedure.

B. The City agrees to consult with the Union concerning the formulation of changes of rules and regulations, policies, procedures and directives.
ARTICLE 6. DURATION OF CONTRACT

A. This contract shall take effect on January 1, 2012 and shall continue in force to and including December 31, 2013.

B. This contract, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

C. If any article or section of this contract should be held invalid by operation of law or the District Court, or if compliance with or enforcement of any article or section should be restrained by such District Court, the remainder of this contract shall remain in full force and effect, and the parties shall promptly meet and confer for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section.

D. The parties agree and understand that provisions relating to employees covered by this contract shall in no way displace or modify present or future statutory case law of the State of Colorado.

E. The parties acknowledge that during negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for meetings and to confer and have discussions and that the understandings and agreements arrived at by the parties after this exercise of that right and opportunity are set forth in this contract.
ARTICLE 7. HOURS OF WORK

A. For those employees assigned to shift work, the work schedule shall normally consist of any average of seventy-two (72) hours of work in nine (9) consecutive days, reoccurring work cycles based on a twenty-four (24) hour alternating basis of Berkley system.

B. Employees assigned to non-shift work shall normally be scheduled for an average of at least forty (40) hours of work in seven (7) consecutive day reoccurring work cycles.

C. It is specifically understood and agreed that nothing herein shall be construed as guaranteeing employees a minimum or maximum number of hours per day or per week.

D. The schedule may be changed by the Fire Chief provided a minimum nine (9) days advance notice is given. Work schedules may be changed without advance notice in the case of emergencies as determined by the Fire Chief.
ARTICLE 8. COMPENSATION

A. Through December 31, 2011, the rate schedule is as shown below.

<table>
<thead>
<tr>
<th>Regular Straight Time Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter (probationary)</td>
</tr>
<tr>
<td>Firefighter III</td>
</tr>
<tr>
<td>Firefighter II</td>
</tr>
<tr>
<td>Firefighter I</td>
</tr>
<tr>
<td>Firefighter III/Paramedic</td>
</tr>
<tr>
<td>Firefighter II/Paramedic</td>
</tr>
<tr>
<td>Firefighter I/Paramedic</td>
</tr>
<tr>
<td>Driver/Operator/Engineer</td>
</tr>
<tr>
<td>Driver/Operator/Engineer/Paramedic</td>
</tr>
<tr>
<td>Lieutenant</td>
</tr>
</tbody>
</table>

B. The schedule in “A.” above will be adjusted on January 1, 2012 to reflect a 1.5% increase over the 2011 rate.

C. The finalized 2012 schedule mentioned in “B.” above will be adjusted on January 1, 2013 to reflect the 2013 “market median” as determined by the 2012 Salary Survey. The “market median” will be based upon the 2013 median wage of the top grade Firefighters at Aurora, Boulder, Denver, Littleton, South Metro, West Metro and Westminster. The survey will be conducted in the 4th quarter of 2012 by the Human Resources Department, with the concurrence of the EFFA. The City and the EFFA will meet by November 1, 2012 to approve the survey and finalize the revised salary table for 2013.

D. The pay rates identified in Section A. are calculated to provide 10% separation between each rank from Firefighter III through the rank of Lieutenant. The benchmark for this calculation is Firefighter I.
FIREMEDICS

1. In addition to their regular hourly wage rate, qualified employees holding a rank of Firefighter (FFI, FFII, FFIII) who are assigned and authorized by the Fire Chief to perform on a regular basis Firemedic duties shall receive a 15% wage increase over and above the affected employees’ hourly rate, which shall be considered pensionable wages.

2. In addition to their regular hourly wage rate, qualified employees holding the position of Driver-Operator-Engineer (D-O-E) who maintain a current paramedic certification (EMT-P) shall receive a 5% wage increase over and above the affected employees’ regular hourly rate, which shall be considered pensionable wages. Any D-O-E who is EMT-P certified and is assigned as a Firemedic shall receive an hourly rate for actual hours worked commensurate with the position of Firemedic I.

E. The methodology used in determining the hourly, premium/overtime and annual compensation is contained in Appendix A.

F. In addition to their regular hourly wage rate, shift fire investigators assigned and authorized by the Fire Chief will receive:

- $4.1 per hour (which shall be considered pensionable wages) and
- shall be eligible for discretionary Merit Pay of up to $600 each year, payable as set forth in Paragraph G (2); except that this Merit Pay will not be paid in 2012 or 2013.

G. (1) Each employee appointed by the Fire Chief to one of the following assignments shall be eligible for Merit Pay in an amount determined by the Chief, up to a total of $1,200.00 each year:
Hazardous Materials Team Leader/Instructor, Technical Rescue Team Leader,
Safety Education Team Leader, Child Passenger Safety Team Leader, Fire Investigation Team Leader, Honor Guard Team Leader, SWAT Medic Team Leader, Wild Land Fire Team Leader, Characterization Team Leader or other assignments as determined by the Fire Chief after consultation with the Union.

(2) Such Merit Pay shall be awarded in the exercise of the Chief’s discretion, based upon specific performance criteria developed by the Chief and made available to employees. Merit Pay shall be determined and paid semi-annually, no later than June 1 and December 1 each year.

(3) No Merit Pay as set forth in this paragraph G will be paid in 2012 or 2013.
ARTICLE 9. OVERTIME

A. Standard Overtime.

1. Upon determination that the reporting of assigned personnel to the duty shift is below the City established level, the call to off-duty personnel for overtime will be made.

2. Non-exempt employees covered by this contract working in positions other than their actual rank are counted in acting capacity. In the event requirements necessitate positions be filled with actual rank, personnel of said rank will be ordered in.

3. Non-exempt employees covered by this contract shall receive overtime compensation for work performed over and above the assigned work schedule. Any overtime compensation for training shall be pursuant to the provisions of the Fair Labor Standards Act. All overtime compensation shall be calculated at time and one-half (1½) of the employee’s regular wage rate, or acting wage rate, whichever is higher.

4. The method used to select Firefighters to work overtime situations will be contained in procedures published by the Fire Chief. The procedures will provide a fair and equitable distribution of overtime among bargaining unit employees. The procedure will contain a selection process whereby an eligible individual will not forfeit his/her position in the selection process if: less than a twelve-hour block of time is worked; if the employee is sick or on annual leave; or if this would require the employee to work seventy-two (72) consecutive hours, or more. Refusal for sickness will be accepted only if the employee was absent the last duty day due to illness or short term disability leave. Annual leave is the period of time from the end of the last day worked until the employee returns to duty. However, if an employee is on annual leave, he/she has the option to work on any but his/her own shift. The on-duty Shift Commander or acting Shift Commander may contact an employee no earlier than seventy-two (72) hours prior to the overtime hours that are needed to be filled. In the event that the Shift Commander or acting Shift Commander is unable to contact the employee who is up next for overtime then he/she must wait until twelve (12) hours prior to the overtime shift to consider the employee a ‘no contact’ and move to contact the next eligible overtime employee. Additionally, in the event that the employee is contacted and accepts the overtime, his/her name card will be moved at once.

5. If no off-duty personnel wish to work, the Shift Commander will order in the first person he/she contacts following the normal rotation. If the overtime person is not at the assigned station by the beginning of the shift, the person held over from the previous shift shall be given overtime in quarter (¼) hour increments.

6. If at any time during the shift the absent personnel returns to duty, the officer in charge will relieve the person who came in to work that overtime position. The person working the overtime will be paid a minimum of two (2) hours worked. If more than two (2) hours are worked, his/her time will be computed to the nearest next half (½) hour.
7. No one other than the Fire Chief, the on-duty Shift Commander, or acting Shift Commander, Union representative, at the request of the employee, with the employee and management personnel present, shall have access to or review the overtime records. Any person not following this policy or found tampering with the file will be subject to disciplinary action by the Fire Chief.

B. Emergency Overtime.

1. Emergency overtime is defined as a multi-alarm situation or disaster where more than normal manning is required and must be authorized by the Fire Chief.

2. When non-exempt employees covered by this contract work overtime on an emergency call back basis, that overtime shall be computed on a forty (40) hour duty week wage basis.

C. Combined Overtime.

1. When a non-exempt employee covered by this contract is working a standard overtime shift and responds to an emergency with other employees called in on emergency overtime, he/she will be compensated on the emergency overtime basis during the period of that emergency.
ARTICLE 10. ACTING PAY

The following acting positions assigned and authorized by the Fire Chief or the Chief's designated representative will be compensated at full pay. The employee becomes eligible for acting position compensation immediately upon assumption of responsibility of the position.

Acting assignments will be made according to the following procedure:

**Acting D.O.E.**

First Priority - Eligibility List  
Second Priority - Personnel with DOE Check Off List  
Third Priority - Discretion of Shift Commander

**Acting Lieutenant**

First Priority - Eligibility List  
Second Priority - Personnel with Lt. Check Off List  
Third Priority - Discretion of Shift Commander
ARTICLE 11. ANNUAL LEAVE

A. Shift work employees shall be entitled to annual leave according to the following schedule:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Hourly Accumulation</th>
<th>Hourly Accumulation</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Month</td>
<td>Per Pay Period</td>
<td>Hours</td>
</tr>
<tr>
<td>0-4 years</td>
<td>13 hours</td>
<td>6 hours</td>
<td>156</td>
</tr>
<tr>
<td>(through 48 months)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-9 years</td>
<td>15</td>
<td>6.92</td>
<td>180</td>
</tr>
<tr>
<td>continuous service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-14 years</td>
<td>19</td>
<td>8.77</td>
<td>228</td>
</tr>
<tr>
<td>continuous service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15-19 years</td>
<td>21</td>
<td>9.69</td>
<td>252</td>
</tr>
<tr>
<td>continuous service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20-24 years</td>
<td>23</td>
<td>10.62</td>
<td>276</td>
</tr>
<tr>
<td>continuous service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25+ years</td>
<td>25</td>
<td>11.54</td>
<td>300</td>
</tr>
<tr>
<td>continuous service</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Annual leave shall not be granted to any employee until he/she has been in the employ of the City for at least six months.

B. The maximum accumulation of annual leave shall be two (2) times the employee's normal annual leave accumulation.

C. Method of Selection - The selection for use of annual leave shall be by seniority. The first round of selection begins by those employees with greatest seniority choosing first and those with less seniority choosing last. The second round of selection will begin with those having less seniority choosing first and those with more seniority choosing last.

D. Use - The schedule for use of annual leave shall be determined by the needs of the Department. Annual leave shall be taken at a time convenient to and approved by the Fire Chief. When an employee has scheduled annual leave through the normal method of selection and is subsequently transferred to another shift, the City shall accommodate said employee's original annual leave selection when not to do so would result in financial loss due to cancellation of travel arrangements.

E. Annual Leave Pay - The rate of annual leave pay shall be the employee's regular straight time hourly rate of pay for the employee's regular job and charged on a working hour basis, excluding regular days off. Annual leave shall be allowed only to the total hourly amount accumulated up to and during the pay period in which the leave is taken.

F. Minimum Usage - There shall be a one (1) shift minimum use of annual leave time for shift workers with the following exception: If an employee covered under this contract has used all of the personal leave provided to him/her for the year, the employee may use annual leave of less than one (1) shift as approved and authorized by the Fire Chief or the Chief's designated representative.

G. Annual Leave Pay Upon Separation - Any employee who is separated from the service of the City, i.e., retirement, termination (if employee has completed 6 months of continuous service with the City) or layoff, shall be compensated for the unused annual leave time accumulated at the time of separation. In the case of the death of a fire fighter (on or off duty), the beneficiary will be compensated for the unused annual leave time accumulated at the time of death.
ARTICLE 12. PERSONAL LEAVE

All shift work employees covered by this contract shall be granted ninety-six (96) hours of personal leave with pay which an employee is entitled to use for the following purposes:

A. Employee’s own illness/injury

B. Illness/injury of employee’s family

C. To attend to personal business.

For any employee who has not used the ninety-six (96) hours of personal leave, the City will compensate said employee for the unused time at the employee’s regular wage rate to be paid according to the prevailing payroll schedule. Personal leave time shall not exceed ninety-six (96) hours nor shall it be accumulated or carried over from one year to the next. In the event of illness/injury in which personal leave is requested, the employee shall notify his/her supervisor at least one (1) hour prior to the employee’s scheduled reporting time.

A shift work employee who is assigned to a forty (40) hour assignment during the course of the year will be paid the pro rata hours for the period that he/she was on shift work.

Personal leave shall be prorated for employees beginning and terminating employment with the City during the November 1-October 1 time period. In the case of the death of a fire fighter (on or off duty), the beneficiary will be compensated for the unused pro rata hours accumulated at the time of death.
ARTICLE 13. SHORT TERM DISABILITY (STD)

A. Definition – Short term disability is leave granted for non-service connected injury or illness of an employee which disability prevents the employee from performing his/her duties as a City employee.

B. Provision - During the life of this contract, the City agrees to provide short term disability leave with pay for employees absent as a result of illness/injury at the rate of one hundred percent (100%) of the employee's regular wage up to nine hundred sixty (960) working hours, {one hundred twenty (120) days/forty (40) shifts.}

C. Short term disability leave shall not be accumulative except that on January 1 of each year, the City shall restore one hundred percent (100%) of the number of hours/days/shifts used by an employee during the preceding year up to a maximum of 480 hours, sixty (60) days or twenty (20) shifts.

D. Utilization.

1. Authorization for short term disability leave with pay shall only be granted after the first shift/day of disability.

2. Authorization for short term disability shall be granted for the illness or injury of the employee not service connected, including maternity related disability. (See related City Of Englewood Policy # 31 “Family And Medical Leave Policy” - Exhibit IV)

E. Sick Leave Option - All sick leave accrued by employees prior to January 1, 1980, shall vest with the employee, and may be used in the following manner:

1. After the hours/days/shifts described above have been used, unless the employee is entitled to retirement as a result of disability.

2. By cashing in all accrued sick leave accumulated under the previous plan upon normal retirement from the City at the rate of one (1) hour's pay for each two (2) hours of accrued sick leave at the employee's regular rate or one (1) hour's pay for each four (4) hours upon separation from the City.

3. By cashing in accrued sick leave under the previous plan, once each year at the conversion rate of four (4) hours sick leave for one (1) hour pay, not to exceed a conversion of more than four hundred (400) hours each year.

F. Reporting of Short Term Disability - The employee or a member of the employee's household shall notify the employee's Shift Commander at least thirty (30) minutes prior to the employee's scheduled reporting time. The employee's Shift Commander may waive the reporting requirement depending upon the circumstances surrounding the short term disability.
G. Verification of Disability - If absence from work is three (3) consecutive work days/shifts or more, a medical release must be provided by the employee. If the City requires the employee to seek a second opinion, the City will bear the cost of the second examination.

H. Abuse of Short Term Disability - Abuse of short term disability occurs when an employee misrepresents the actual reason for requesting short term disability or when an employee uses short term disability leave for unauthorized purposes. An employee who makes a false claim for short term disability leave shall be subject to disciplinary action, up to and including termination.
ARTICLE 14. WORKERS' COMPENSATION

A. For any work related injury/illness which causes any employee to be absent from work, the City shall pay employee his/her full wages from the first day of his/her absence from work up to and including the 90th calendar day of such absence, less whatever sums received by the employee as disability benefits under Workers’ Compensation. The City reserves the right to require any employee on injury or disability leave to submit to an examination by City-appointed physicians at the City's expense or under the provision of workers’ compensations or the retirement/pension provision as provided under State statute.

B. All injuries that occur during working hours shall be reported to the employee's supervisor within twenty-four (24) hours of the injury or before the employee leaves their department of employment unless circumstances beyond the control of the employee would not permit.
ARTICLE 15. MILITARY LEAVE

Military Leave will be granted per the City of Englewood Administrative Policy Manual, #35 “Military Leave Policy” - Exhibit V.
ARTICLE 16. FUNERAL LEAVE

The Fire Chief shall grant leave with pay to an employee to attend the funeral of a member of the employee's family. The number of days/shifts granted shall be governed by the circumstances of the case, but in no event shall they exceed three (3) of the employee's regularly assigned days/shifts. For the purposes of this section "employee's family" shall mean the employee's spouse, or the children, grandchildren, parents, grandparents, brothers and sisters of the employee or of the employee's spouse. At the discretion of the Fire Chief or designee, annual leave or personal leave may be utilized to attend the funeral of people that are not included in the list above. Leave for this purpose may be granted outside of the normal leave policies of the Fire Department.
ARTICLE 17. JURY DUTY AND WITNESS SERVICE

Leave may be granted to an employee for serving on jury duty or as a witness in his/her official capacity in obedience to a subpoena or direction by legal authority. He/she shall be entitled to the difference between his/her regular compensation and the fees received for jury duty or as a witness. When he/she is subpoenaed as a witness in private litigation to testify, not in his/her official capacity but as an individual, the time absent by reason thereof shall be taken as accrued leave or leave without pay. See City Of Englewood Administrative Policy Manual, #34 “Jury Duty And Witness Service” – Exhibit VI.
ARTICLE 18. HOLIDAYS

A. (1) Shift work employees covered by this contract will be eligible for eighty (80) hours of holiday time-off or pay.

(2) The payment for holidays will be made in November of each year based on the employee's regular straight time hourly wage rate. Employees must notify the Department by October 1 of each year, of their intention of receiving holiday pay in lieu of time off.

(3) Holiday pay for terminating and new hire employees will be determined on a monthly pro rata basis. (Example: If an employee retires on April 30, the employee is eligible on a monthly pro rata basis for six (6) months or one-half (½) of the eighty (80) hours holiday benefit.) In the case of the death of a fire fighter (on or off duty), the beneficiary will be compensated for the pro rata unused holiday leave time accumulated at the time of death.

B. Forty (40) hour employees will not be eligible to receive a holiday pay cashout, but shall receive the days off on the twelve (12) officially recognized City holidays provided the employee has actually worked or had approved paid leave on the day immediately prior to and following a holiday unless otherwise approved by the Fire Chief. A shift work employee who is assigned to a forty (40) hour assignment during the course of the year will be paid the pro rata holiday pay cashout in November for the period that he was on shift work.

However, for the duration of the 2012-2013 collective bargaining agreement this article shall be administered as follows:

A. (1) Shift work employees covered by this contract will be eligible for ninety-six (96) hours of holiday time-off.

(2) For any employee who has not used the ninety-six (96) hours of holiday time off by the end of October of each year, the unused hours will be converted 1:1 to the employee’s compensatory time bank.

(4) Holiday hours for terminating and new hire employees will be determined on a monthly pro rata basis. (Example: If an employee retires on April 30, the employee is eligible on a monthly pro rata basis for six (6) months or one-half (½) of the ninety-six (96) hours holiday benefit.)

B. Any shift firefighter who is required to actually work on an official City holiday shall be paid a holiday premium in addition to his/her regular hourly rate of compensation. Such holiday premium shall be one half (.5) the firefighter's regular hourly rate of pay, and shall be paid for each hour actually worked between 12:01 AM and 12:00 midnight on a City holiday.
The following days shall be considered official holidays by the City.

1. New Year’s Day: January 1.
2. Martin Luther King Day: the third Monday in January.
3. President’s Day: the third Monday in February.
4. Memorial Day: the last Monday in May.
7. Veteran’s Day: November 11.
8. Thanksgiving Day: the fourth Thursday in November.
9. Fourth Friday of November following Thanksgiving Day.
ARTICLE 19. VOTING LEAVE

Voting Leave will be granted per the City Of Englewood Administrative Policy Manual, #39 "Voting Leave" - Exhibit VII.
ARTICLE 20. TRADING TIME

A. Employees may be permitted to secure another Firefighter of equal rank and qualifications to substitute for them subject to the approval of their Shift Commander. The employee substituting shall be responsible to work the scheduled shift and any absence shall be charged against that employee. Any request for substitutes shall be signed by both Firefighters and approval of the Shift Commander shall also be in writing.

B. Trading time shall be governed by the following criteria:

1. The trading of time is done voluntarily by the employees participating in the trade.

2. The reason for trading time is due to the employee's desire or need not because of Fire Department operations.

3. If a trade request is denied by a Shift Commander, the Shift Commander shall provide a written statement to the requesting employee with the reason for denial of the request.
ARTICLE 21. UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence may be granted per the City Of Englewood Administrative Policy Manual, #38 "Unpaid Leave of Absence" - Exhibit VIII.
ARTICLE 22. UNIFORMS

A. (1) If an employee is required to wear a uniform and/or safety equipment, the employee shall wear the uniform and/or safety equipment only as authorized or required by the Department work rules. All employees shall maintain a presentable appearance while on duty. The employee is responsible for any damage to the uniform or safety equipment by negligence or deliberate act. The City will be responsible for providing all uniforms and safety equipment.

(2) The Department on a replacement basis will bear the cost of replacement uniforms. The new replacement uniform will meet or exceed National Fire Protection Association (NFPA) standards.

B. The Department will authorize and require specific shoes and will provide a footwear reimbursement of fifty percent (50%) of the cost of authorized footwear up to a maximum of $130.00 per year.

C. Physical fitness sweatshirts, sweatpants, and running shorts will be provided by the Fire Department for employees engaged in the Department’s physical fitness program. The above clothing will be provided according to an as-needed basis, determined by the Fire Chief.

D. Cleaning - The City will be responsible for providing cleaning for all uniforms and/or safety equipment.
ARTICLE 23. MILEAGE REIMBURSEMENT

A Firefighter who is specifically authorized by the Fire Chief to operate his/her personally owned automobile in conduct of City business shall be paid mileage in accordance with the City of Englewood Administrative Policy Manual, #49, “Travel”.
ARTICLE 24. INSURANCE

A. MEDICAL

The City will pay ninety percent (90%) of the premium cost for single coverage for medical insurance. Employees will pay ten percent (10%) of the premium cost for single coverage for the medical insurance plan designated as the basic City plan.

The City will pay eighty-five percent (85%) of the premium cost for "employee plus one" coverage for medical insurance. Employees will pay fifteen percent (15%) of the premium cost for "employee plus one" coverage for the medical insurance plan designated as the basic City plan.

The City will pay eighty percent (80%) of the premium cost for "family" coverage for medical insurance. Employees will pay twenty percent (20%) of the premium cost for "family" coverage for the medical insurance plan designated as the basic City plan.

If the City offers any optional medical insurance plan(s), the employee will pay the difference between the City's contribution described above and the premium cost of the optional plan chosen.

B. DENTAL

The City will pay ninety percent (90%) of the premium cost for single coverage for dental insurance. Employees will pay ten percent (10%) of the premium cost for single coverage for dental insurance.

The City will pay eighty-five percent (85%) of the premium cost for "employee plus one" coverage for dental insurance. Employees will pay fifteen percent (15%) of the premium cost for "employee plus one" coverage for dental insurance.

The City will pay eighty percent (80%) of the premium cost for "family" coverage for dental insurance. Employees will pay twenty percent (20%) of the premium cost for "family" coverage for dental insurance.

C. It is understood and agreed that should the premium costs for either of the City's insurances be reduced during the life of this contract, the City and employees will equally share in the premium rate reduction.

D. Any dispute concerning the interpretation or application of benefits provided under the health or dental plans shall be subject to the plan appeal process. It is expressly understood that this article is a non-grievable item under this contract.

E. In the event that a member of the bargaining unit is killed in the line of duty, the City shall pay 50% of the cost of COBRA coverage (medical and dental for the surviving spouse and dependent children. The remaining 50% of the cost of COBRA coverage shall be borne by the union.
ARTICLE 25. LIFE INSURANCE

Term life insurance will be provided by the City for employees covered by this contract in the amount of one time his/her annual base salary. Upon retirement, the employee may convert the life insurance per the life insurance plan conversion agreement in place at the time of his/her retirement.

When a member of the bargaining unit is killed in the line of duty or dies from injuries sustained in the line of duty, the City shall pay the cost of reasonable funeral expenses incurred by the survivors up to a maximum of ten thousand dollars ($10,000). This amount shall be offset by any other payments provided by Colorado Workers’ Compensation or any other insurance agency or organization.
ARTICLE 26. RETIREE HEALTH INSURANCE REIMBURSEMENT

The City agrees to allow retirees and future retirees a conversion privilege to the health insurance conversion plan available through the City. For employees who retired on or before December 31, 1995, the City agrees to pay fifty percent (50%) of the cost of coverage of the health insurance conversion plan or other plan selected by the retiree up to a maximum of $75.00 per month for the employee and including the employee's dependents. For employees who retired on or after January 1, 1996, the City agrees to pay fifty percent (50%) of the cost of coverage of the health insurance conversion plan or other plan selected by the retiree up to a maximum of $100.00 per month.
ARTICLE 27. LAYOFF

Whenever there is lack of work, lack of funds, or other legitimate reasons requiring reductions in the number of employees, the appointing authority shall designate the positions in which the layoff is to be made. Upon such determination, the required number of employees in the affected position shall be placed on a layoff list or transferred by the appointing authority, each in order of his/her relative length and quality of service as shown by the personnel records. Employees on layoff shall be recalled in the order of seniority provided that those recalled have the demonstrated ability and same qualifications to perform the available work as determined by the City. Any employee in a higher rank, if laid off, may transfer to the previous lower rank. The layoff list shall terminate after eighteen (18) months.
ARTICLE 28. TUITION REIMBURSEMENT/DEGREE ACHIEVEMENT RECOGNITION

Tuition will be reimbursed per the City of Englewood Administrative Policy Manual, #29 “Tuition Reimbursement/Degree Achievement Recognition” - Exhibit IX.
ARTICLE 29. SETTLEMENT OF DISPUTES

A grievance is defined as an alleged violation of a specific provision of this contract. The employee and the Association shall be required to follow the procedure as set out below:

Step 1

If an employee is unable to settle the grievance or dispute orally and informally through his/her shift commander within five (5) business days of the date of the occurrence of the grievance, or the employee's knowledge of it, the employee may, within the succeeding five (5) business days, file a written grievance with his/her supervisor. The shift commander shall attempt to adjust the matter and shall respond in writing to the employee within five (5) business days.

Step 2

If the answer is not satisfactory, the matter shall be presented in writing by the employee to the Fire Chief within five (5) business days following receipt of the Shift Commander’s response. The Fire Chief shall respond in writing to the employee within five (5) business days.

Step 3

If the answer is not satisfactory, the matter shall be presented in writing by the employee to the Fire Chief and the Human Resources Director within five (5) business days following receipt of the Fire Chief’s response. The Fire Chief and the Human Resources Director will meet, investigate, and discuss the grievance. The Fire Chief shall respond in writing to the employee within five (5) business days.

Step 4

If the grievance still remains unadjusted, it shall be presented by the employee to the City Manager in writing within five (5) business days following receipt of the response of the Fire Chief. The City Manager or his/her designated representative shall respond in writing within ten (10) business days.

Step 5

If the grievance is still unsettled, the Association, within ten (10) business days after receipt of the answer by the City Manager or his/her designated representative, may by written notice request the matter be submitted to either mediation or arbitration.

(a) Mediation.

(1) If mediation is requested, the parties will attempt to mutually agree upon a mediator. If within five (5) days of the request for mediation the Association and the City cannot mutually agree on the mediator, a request will be filed with the American Arbitration Association for a panel of seven (7) mediators to be sent to the parties.

(2) The mediator will be selected by a method of alternative striking of names from the panel, with the first strike determined by a coin flip. The final name left on the panel will be the mediator. The mediator will convene a meeting of the parties as soon as possible and attempt to develop
a settlement of the grievance which is acceptable to both parties. Any such settlement will be in writing and will be dated and signed by representatives of the Association and the City and by the mediator. The terms of any such settlement will be implemented by both parties. If a settlement is not reached through the mediation process, the mediator will notify both parties in writing that the mediation process has concluded. Such notice concludes the grievance procedure.

(3) The fees of the mediator shall be borne equally by the Association and the City.

(b) Arbitration.

(1) If the Association requests arbitration, the parties will attempt to choose a mutually agreeable arbitrator. If within five days of the request for arbitration the Association and the City cannot mutually agree on an impartial arbitrator, a request will be filed with the American Arbitration Association for a panel of seven arbitrators to be sent to the parties. The arbitrator shall be selected by a method of alternative striking of names from the panel, with the first strike determined by a coin flip. The final name left on the panel shall be the arbitrator. The arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument.

(2) Each party shall be responsible for compensation to its own representatives and witnesses. The fees of the arbitrator shall be borne equally by the Association and the City.

(3) If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available to the arbitrator. If the other party wishes to have a copy of the transcript it shall share all costs for the transcript.

Authority of Arbitrator.

The arbitrator shall have no power to add to or subtract from or change the terms of this Contract. The written decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall limit his decision strictly to the grievance submitted which has been properly processed through the grievance procedure outlined.

Time Limits

Failure by an employee to comply with any time limitation shall constitute a settlement of the grievance. Should the employer not respond within the prescribed time, the grievance will automatically proceed to the next step.
Grievance Option

It is agreed that should the appeal procedure as provided under 138:3 of the City Charter or applicable City policy provisions be utilized, recourse to the grievance procedure included in this Article shall be waived.

Processing Grievance During Work Hours

Grievances may be investigated and processed by the employee during working hours within reasonable time limits without loss of pay provided notice is given and the work load permits. The employee shall be allowed to attend hearings while on duty.

Oral and Written Corrective Action

Oral Corrective Action -- Whenever grounds for corrective action exist and the supervisor determines that the incident, action or behavior of the employee is such that more severe action is not immediately necessary, the supervisor should orally communicate to the employee the supervisor's observation of the problem and offer assistance in correcting the situation. When an oral corrective action is given, the supervisor should ensure that the supervisor's log is documented to show date of the corrective action and the nature of the corrective action. The employee should be advised that the corrective action will be documented in the supervisor's log.

Written Corrective Action -- When the supervisor determines that a written corrective action is appropriate and necessary, the corrective action shall be addressed to the employee and shall include the violation; the specific behavior and the dates of the behavior (when appropriate) that support the charge; the warning that continuance of this behavior will result in disciplinary action; and an offer of assistance in correcting the behavior.

A signed copy of the corrective action by the supervisor shall be included in the employee's official personnel file in the Human Resources Department, and the employee shall have the opportunity to submit written comments in response to the corrective action to be included in the file.

If an employee disagrees with the letter of corrective action, the employee, within seven (7) calendar days, may request a review of the written corrective action by the Human Resources Director.
ARTICLE 30. SUPPLIES

A. The City will provide and maintain supplies and equipment for the normal operation of the Fire Department. These include:

1. Laundry: linens and cleaning of same.
2. All kitchen appliances and utensils, and repair and/or replacement of same.
3. Private phone in each station and maintenance and/or repair of same.
5. Items of hygiene (soap, toilet paper, etc.).

A. The provisions of this Article will be under the control of the Fire Chief. Individual abuse to be dealt with on an individual basis.
ARTICLE 31. DRUG TESTING AND PHYSICAL FITNESS

Drug testing and physical fitness are permissive subjects of negotiations.

The City agrees consistent with Article 5 of the Collective Bargaining Agreement to consult with the Union regarding the formation of any drug testing policy or physical fitness program. In addition, it is not the City's intention to institute random drug testing now or in the foreseeable future.
ARTICLE 32. DEATH AND DISABILITY ASSESSMENT

For firefighters hired on or after January 1, 1997, the contribution required by § 31-31-811(4), C.R.S., shall be assessed equally against the City and such firefighter so that fifty percent (50%) of the contribution required by the state shall be assessed against the firefighter and fifty percent (50%) shall be assessed against the City.
ARTICLE 33. EXCLUSIVENESS OF CONTRACT

The City and the Union agree that the terms and provisions herein contained constitute the entire contract between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter herein. The City and the Union agree that all negotiable items have been discussed during the negotiations leading to this contract and, therefore, agree that negotiations will not be reopened on any item during the life of this contract, except by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be signed by their respective representatives and their signatures placed thereon, on this _____ day of July, 2011 at Englewood, Colorado.

ENGLEWOOD FIRE FIGHTERS
LOCAL #1736

__________________________
Mark Burley, EFFA President

__________________________
Josh Frederick, Lead Negotiator

__________________________
CITY OF ENGLEWOOD

__________________________
Mayor

__________________________
Attest:

__________________________
City Clerk

__________________________
City Manager
Appendix A

Computation of Firefighter Pay

Three shifts (A, B, and C) provide 365 days of fire coverage, 24 hours a day, for a total of 8760 hours per year.

8760 hours per year / 3 shifts = 2920 hours per shift per year.
365 days per year / 9-day cycles = 40.55 9-day shifts per year.
2920 hours per shift per year / 40.55 9-day cycles per year = 72 hours per shift

FLSA law states that 68 hours in a 9-day cycle for firefighters are to be paid at straight time and all excess hours actually worked in a 9-day cycle are to be paid at time and one-half. Englewood firefighters are scheduled to work 72 hours in a 9-day cycle.

The City pays straight time to all firefighters for the first 68 hours of their assigned 72 hour work schedule every 9-day cycle. Hours worked between 68 and 72 in the assigned work schedule are paid at the premium rate (time and one-half.) If approved leave is used during the 9-day cycle, those hours are deducted from the 72 hours and premium pay is not paid if the total hours actually worked drop below 68.

EXCEPTION: In addition, the City pays time and one-half for hours over and above the assigned work schedule hours in a 9-day cycle regardless of any approved, paid leave used during the 9-day cycle.

Per 9-day cycle pay calculation (using hourly rate for 2002 Firefighter I)

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate</th>
<th>Total Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular hours</td>
<td>72 (straight time)</td>
<td>1256.40</td>
</tr>
<tr>
<td>Premium hours</td>
<td>4 (half-time portion of time and one-half (hours x hourly rate x .5))</td>
<td>34.90</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1291.30 (74 hours pay (72 + (4 x .5)) for 72 hours worked)</td>
</tr>
</tbody>
</table>

The above method of calculation provides the same results as the method stated in FLSA as follows:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate</th>
<th>Total Pay</th>
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</thead>
<tbody>
<tr>
<td>Regular hours</td>
<td>68 (straight time)</td>
<td>1186.60</td>
</tr>
<tr>
<td>Premium hours</td>
<td>4 (time and one-half (hours x hourly rate x 1.5))</td>
<td>104.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1291.30 (74 hours pay (68 + (4 x 1.5)) for 72 hours worked)</td>
</tr>
</tbody>
</table>

All compensation is based upon the hourly rate.

Annual rate = hourly rate x 2920 hours.
Monthly rate = (hourly rate x 2920 hours)/12.
Bi-weekly rate = (hourly rate x 2920 hours)/26.

- It was requested by the EFFA during 2012-2013 negotiations that the City investigate a change to being paid an annual salary. The City has agreed to the request and will meet periodically with the EFFA regarding its progress.
**COUNCIL COMMUNICATION**

<table>
<thead>
<tr>
<th>Date</th>
<th>Agenda Item</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 1, 2011</td>
<td>11 c iii</td>
<td>Collective Bargaining Agreement Between the City and the EPBA for 2011 and 2012</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Initiated By</th>
<th>Staff Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources Department</td>
<td>Sue Eaton, Director of Human Resources</td>
</tr>
</tbody>
</table>

**COUNCIL GOAL AND PREVIOUS COUNCIL ACTION**

The previous Collective Bargaining Agreement with the Englewood Police Benefit Association was approved by Council for 2011 and 2012 in June, 2010. That agreement specified that the parties reopen negotiation for Article 9, ‘Compensation’ on or before May 15, 2011.

**RECOMMENDED ACTION**

Staff requests Council approval of the revised Article 9, ‘Compensation’ of the Collective Bargaining Agreement between the Englewood Police Benefit Association and the City of Englewood for the years 2011 and 2012. The contract covers approximately 58 employees.

**BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED**

The City of Englewood and the Englewood Police Benefit Association reopened negotiations during May of 2011 in accordance with Article 1, ‘Duration’ of the Collective Bargaining Agreement. The members of the Englewood Police Benefit Association duly ratified by a majority vote the revisions to the Collective Bargaining Agreement. The change to the contract is as follows:

- A wage increase of 1.25% over the 2011 rate will be granted on January 1, 2012.

**FINANCIAL IMPACT**

The financial impact of the 2012 wage increase will be approximately $53,672.

**LIST OF ATTACHMENTS**

Resolution
RESOLUTION NO. _____
SERIES OF 2011


WHEREAS, the Englewood City Council authorized “The Collective Bargaining Contract Between the Englewood Police Benefit Association and the City of Englewood for the Years 2011 – 2012”; by the passage of Resolution No. 39, Series of 2010, which specified that the parties shall reopen negotiation on Article 9, “Compensation” on or before May 15, 2011; and

WHEREAS, the City of Englewood and the Englewood Police Benefit Association reopened negotiations in May, 2011 in accordance with the Englewood City Home Rule Charter and Article 1, ‘Duration’ of the Collective Bargaining Agreement; and

WHEREAS, the members of the Englewood Police Benefit Association duly ratified, by a majority vote, the revisions to Article 9 to the Collective Bargaining Agreement; and

WHEREAS, the significant change to Article 9 ‘Compensation’ of the contract is:

- A wage increase of 1.25% over the 2011 rate will be granted on January 1, 2012.

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 hereby approves the revision to Article 9, of the Collective Bargaining Contract between the Englewood Police Benefit Association and the City of Englewood, attached hereto as Exhibit A.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest the revision to Article 9, of the Collective Bargaining Contract between the Englewood Police Benefit Association and the City of Englewood.

ADOPTED AND APPROVED this 1st day of August, 2011.

ATTEST: ________________________________

James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2011.
ARTICLE 9. COMPENSATION

Through December 31, 2010, the rate schedule is as shown below.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
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<td>Regular Straight</td>
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<tr>
<td>Time Hourly Rate</td>
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</tr>
<tr>
<td>Police Officer V</td>
<td>$23.92</td>
</tr>
<tr>
<td>Police Officer IV</td>
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</tr>
<tr>
<td>Police Officer III</td>
<td>$27.99</td>
</tr>
<tr>
<td>Police Officer II</td>
<td>$30.78</td>
</tr>
<tr>
<td>Police Officer I</td>
<td>$33.85</td>
</tr>
</tbody>
</table>

B. The schedule in “A.” above will be adjusted on January 1, 2011 to reflect the 2011 “market median” as determined by the 2010 Salary Survey. The “market median” will be based upon the 2011 median wage of either the top rate for the highest ranking police officer or maximum of the salary range for top ranking police officer (if the jurisdiction uses ranges vs. a flat rate) at Arvada, Aurora, Boulder, Commerce City, Denver, Greenwood Village, Lakewood, Littleton, Longmont and Thornton. The survey will be conducted in the 4th quarter of 2010 by the Human Resources Department, with the concurrence of the EPBA. The City and the EPBA will meet by November 1, 2010 to approve the survey and finalize the revised salary table for 2011.

C. The schedule in “A.” above will be further adjusted on January 1, 2012 to reflect a 1.25% increase over the 2011 rate. The City and the EPBA agree that negotiations in 2012 for 2013/2014 wages, if the City’s financial situation allows, shall begin with the intent to return to the “market” philosophy described in paragraph B. above.

Class Increase

The wage increase provided for Police Officer 4th Class through 1st Class shall not be considered automatic, but rather based upon meritorious service. Said class increase may be granted or denied to any individual Police Officer upon recommendation of the Police Chief and with the approval of the City Manager or designee upon written notice to such individual Police Officer. The date in which the class increase is approved shall determine the new class anniversary date.

CITY OF ENGLEWOOD

By ____________________________
James K. Woodward, Mayor

ENGLEWOOD POLICE BENEFIT ASSOCIATION

By ____________________________
Mark McCann, President

ATTEST:

______________________________
Loucriahia A. Ellis, City Clerk
COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Date</th>
<th>Agenda Item</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>August, 1 2011</td>
<td>11 c iv</td>
<td>Wages and Benefits for Non-Union employees for 2012 and 2013</td>
</tr>
</tbody>
</table>

Initiated By: Human Resources Department

Staff Source: Sue Eaton, Director of Human Resources

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council previously approved resolutions, the last being in June, 2005 for 2006 and 2007, granting similar wage increases and benefit changes for non-union employees of the City of Englewood as those approved for Englewood Employees Association. Beginning in 2006, rather than all employees being granted the same wage increase amount, the City instituted a "pay for performance" compensation plan for all non-union and EEA employees.

RECOMMENDED ACTION

Staff requests Council approval of wage and benefit adjustments for 2012 and 2013 similar to those granted EEA employees for:

- Managerial and supervisory employees (General Services, Police and Fire)
- Confidential employees
- Part-time, benefit eligible employees.
- Department directors
- City Manager, City Attorney, Municipal Judge

This adjustment will affect approximately 171 employees.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

From 2006 through 2009 all wage increases were based upon employee performance as indicated by the performance evaluation score, ranging from 3%-5%. In 2010 and 2011 no wage increases were granted to non-union employees.

Prior to 2009, all non union employees were annually permitted to "cash-out" unused personal leave. In 2009, 2010 and 2011, personal leave cash-outs were not permitted for non-union employees.

- In 2012 and 2013 non-union employees will receive a 2% wage increase, conditional upon their job performance meeting expectations, as determined by their performance evaluations.
• In 2012 and 2013, non-union employees will not be permitted to cash-out personal leave, but will annually be permitted to convert any unused personal leave into annual leave.
• In 2013, non-union employees participating in the defined benefit pension plan will be required to contribute 3% of their earnings to the plan.

FINANCIAL IMPACT

The approximate 2012 cost of the changes to the general fund will be $122,870 and the savings generated by the benefit changes will be $80,507, for a total cost of $42,363. The approximate 2013 cost of the changes to the general fund will be $122,870 and the savings generated by the benefit changes will be $115,507 for a total cost of $7,363.

LIST OF ATTACHMENTS

Resolution
RESOLUTION NO. ______
SERIES OF 2011


WHEREAS, this Resolution will not apply to employees represented by a recognized collective bargaining unit in the City of Englewood because they are compensated by contract under separate resolutions; and

WHEREAS, by Charter amendment effective April 13, 1981, City Council provided for the establishment of managerial and supervisory employees within the service of the City of Englewood; and

WHEREAS, by virtue of the duties assigned to these positions by the City Manager or the City Attorney, it has been determined that they are confidential and therefore the City makes no promise of continuous employment, permanent employment or any specific length of employments and these employees are therefore excluded from membership, participation or representation in any collectively bargained employee system of the City of Englewood and are exempt from the Career Service System; and

WHEREAS, part-time benefit eligible employees are defined to be those working more than 20 and less than 40 hours per week; and

WHEREAS, these wage and benefits adjustments for non-union employees for the years 2012 and 2013 shall be:

• Wages will be increased each year by 2% on each employee’s evaluation date, conditioned on the employee achieving a “meets expectations” rating.

• No personal leave cash-out will be paid for unused personal leave in 2012 and 2013. Unused personal leave will be converted to annual leave in November of each year.

• Employees participating in the defined benefit pension plan will begin contributing 3% of their wages to the Plan in 2013.

WHEREAS, City Council desires to establish a wage increase and benefits modification for managerial, supervisory, confidential employees, and part-time benefit eligible employees for the years 2012 and 2013; and

WHEREAS, this Resolution will apply to department directors, the City Manager, the City Attorney and the Municipal Court Judge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:
Section 1. For the years 2012 and 2013, the City Council of the City of Englewood, Colorado hereby approves a wage increase of 2% for managerial, supervisory, confidential, part-time benefits eligible employees, department directors, the City Manager, the City Attorney and the Municipal Court Judge.

ADOPTED AND APPROVED this 1st day of August, 2011.

ATTEST:                                                                                           James K. Woodward, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2011.

Loucrishia A. Ellis, City Clerk