

**CITY OF ENGLEWOOD**

**NOTICE OF APPROVAL  
OF A BILL FOR AN ORDINANCE**

On the 4th day of May 2026, the City Council of the City of Englewood, Colorado, approved on first reading the following Council Bill:

**BY AUTHORITY  
COUNCIL BILL NO.37  
INTRODUCED BY  
COUNCIL MEMBER WARD**

A BILL FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, APPROVING A THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND ARAPAHOE COUNTY SCHOOL DISTRICT NO. 1 (ENGLEWOOD SCHOOL DISTRICT) AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT.

Copies of the aforesaid council bill are available for public inspection in the office of the City Clerk, City of Englewood, Civic Center, 1000 Englewood Parkway, Englewood, Colorado 80110 or it can be found at <http://www.englewoodco.gov>, Government, Legal/Public Notices.

PUBLISHED: May 5, 2026  
Official Website of the City of  
Englewood, Colorado

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2026

COUNCIL BILL NO. 37  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

**A BILL FOR**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, APPROVING A THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND ARAPAHOE COUNTY SCHOOL DISTRICT NO. 1 (ENGLEWOOD SCHOOL DISTRICT) AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT**

**WHEREAS**, the City of Englewood (“City”) is a home rule municipality organized and existing pursuant to Article XX of the Colorado Constitution and its Home Rule Charter; and

**WHEREAS**, the City and Arapahoe County School District No. 1, also known as Englewood School District (“District”), have previously entered into an Intergovernmental Agreement (“IGA”) concerning the shared use, service, maintenance, and utilization of City and District properties, authorized by Ordinance No. 47, Series of 2020; and

**WHEREAS**, the City and District subsequently entered into a First Amendment to the IGA, authorized by Ordinance No. 25, Series of 2025, which, among other things, addressed communications infrastructure and cooperative safety services; and

**WHEREAS**, the City and District further entered into a Second Amendment to the IGA on October 20, 2025, extending the term of the IGA through May 1, 2026, to allow additional time to develop separate intergovernmental agreements for various collaborative programs and shared resources; and

**WHEREAS**, the City and District now desire to enter into a Third Amendment to the IGA to extend the term of the agreement through and including June 30, 2026, to allow additional time to finalize and coordinate separate agreements to commence on July 1, 2026; and

**WHEREAS**, the City Council finds that approval of the Third Amendment to the IGA is in the best interests of the City and its residents and is authorized pursuant to Section 79 of the Englewood Home Rule Charter.

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

**Section 1.** The Third Amendment to the Intergovernmental Agreement between the City of Englewood and Arapahoe County School District No. 1, attached hereto and incorporated herein by this reference, is hereby approved.

**Section 2. General Provisions**

The following general provisions and findings are applicable to the interpretation and application of this Ordinance:

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

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

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

D. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. This Safety Clause is not intended to affect a Citizen right to challenge this Ordinance through referendum pursuant to City of Englewood Charter 47.

E. Publication. Publication of this Ordinance may be in the City's official newspaper, the City's official website, or both. Publication shall be effective upon the first publication by either authorized method.

F. Actions Authorized to Effectuate this Ordinance. The Mayor is hereby authorized and directed to execute all documents necessary to effectuate the approval authorized by this Ordinance, and the City Clerk is hereby authorized and directed to attest to such execution by the Mayor where necessary. In the absence of the Mayor, the Mayor Pro Tem is hereby authorized to execute the above-referenced documents. The execution of any documents by said officials shall be conclusive evidence of the approval by the City of such documents in accordance with the terms thereof and this Ordinance. City staff is further authorized to take additional actions as may be necessary to implement the provisions of this Ordinance, and has authority to correct formatting and/or typographical errors discovered during codification.

G. Enforcement. To the extent this ordinance establishes a required or prohibited action punishable by law, unless otherwise specifically provided in Englewood Municipal Code or applicable law, violations shall be subject to the General Penalty provisions contained within EMC § 1-4-1.

**THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN THE CITY OF ENGLEWOOD AND ARAPAHOE COUNTY SCHOOL  
DISTRICT NO. 1 A.K.A. ENGLEWOOD SCHOOL DISTRICT**

This Third Amendment to the Intergovernmental Agreement (“Amendment”) is entered into as of \_\_\_\_\_, 2026, by and between the **CITY OF ENGLEWOOD, COLORADO**, a Colorado home-rule municipality (“City”), and **ARAPAHOE COUNTY SCHOOL DISTRICT NO. 1**, a Colorado public school district (“District”). City and District are each a “Party” and collectively the “Parties.”

**WHEREAS**, through the years the Parties have entered into multiple agreements concerning the shared use, service, maintenance and utilization of District and City properties; and

**WHEREAS**, in November 2020, the Parties entered into an Intergovernmental Agreement (the “Original IGA”), consolidating the Parties’ previous agreements into a single agreement describing their respective obligations regarding jointly utilized real property, authorized by Ordinance 47, Series of 2020 by the Englewood City Council; and

**WHEREAS**, on May 6, 2025, the Parties subsequently entered into that certain Amendment Number 1 to the Intergovernmental Agreement by and Between the City of Englewood and the Arapahoe County School District No. 1 A.K.A. Englewood School District (the “First Amendment”), authorized by Ordinance No. 25, Series of 2025 by the Englewood City Council, which among other things established community message boards to be installed at select District properties to enhance communications with residents, students and stakeholders; authorized the City’s installation of antennas on District school buildings; and established cooperative safety services for the Parties in furtherance of the District’s SAFER grant;

**WHEREAS**, on October 20, 2025, the Parties entered into that certain Second Amendment to the Intergovernmental Agreement (“Second Amendment”), extending the term of the Original IGA, as amended by the First Amendment (together, the First Amendment, the Second Amendment and the Original IGA are hereinafter referred to as the “IGA”), for an additional six (6) months through and including May 1, 2026, with all other terms remaining unchanged, in order to allow the Parties additional time to draft separate intergovernmental agreements respecting the Parties’ various collaborative programs as well as their shared resources and responsibilities; and

**WHEREAS**, the Parties desire to further extend the IGA through and including June 30, 2026, to allow the Parties additional time to finalize the separate intergovernmental agreements and to coordinate the terms of the separate agreements to commence on July 1, 2026.

**NOW THEREFORE**, in consideration of the mutual agreements and promises herein contained, and subject to the terms and conditions hereinafter stated, City and District understand and agree as follows:

**1. Term Extension**

The term of the IGA is hereby extended beyond its current expiration date and shall now expire on June 30, 2026.

## **2. No Other Modifications**

Except as expressly set forth in this Amendment, the IGA will remain in full force and effect as originally written and executed by the Parties. If there is a conflict between this Amendment and the IGA, this Amendment controls solely with respect to the subject matter hereof (term).

## **3. Appropriations; TABOR**

Nothing herein shall be construed to create a multi-fiscal year direct or indirect debt or other financial obligation of either Party within the meaning of Article X, § 20 of the Colorado Constitution (TABOR). Any financial obligations of a Party not fully funded in the current fiscal year are subject to annual appropriation.

## **4. Governmental Immunity**

The Parties rely upon and do not waive the protections, limitations, and immunities of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

## **5. No Third-Party Beneficiaries**

This Amendment is for the benefit of the Parties only and does not create any rights in any third parties.

## **6. Authority**

Each Party assures and guarantees the others that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

## **7. Counterparts; Electronic Signatures**

This Amendment may be executed in counterparts, each of which is deemed an original, and all of which constitute one instrument. Signatures transmitted electronically (including PDF) or by e-signature shall be deemed originals.

**[Signature Page is Next Page.]**

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be approved and signed on their behalf by their duly authorized officers, effective on the day and year first above written.

**FOR THE CITY OF ENGLEWOOD**

By: \_\_\_\_\_  
Othoniel Sierra, Mayor

Attest: \_\_\_\_\_  
Stephanie Carlile, City Clerk

**FOR THE ARAPAHOE COUNTY SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_  
President, Board of Education

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Education