

**PUBLIC WORKS AND UTILITIES
MEMORANDUM #09-02**

DATE: January 5, 2009
TO: Honorable Mayor Kathleen M. Novak and City Council Members
FROM: William Simmons, City Manager *WAS*
Raymond Reling, Acting Director of Utilities *RR*
SUBJECT: CR-13 – Triennial Renewal of the Rocky Flats Stewardship Council IGA

RECOMMENDATION:

Attached to this memorandum is a Resolution which, if approved, would extend the Intergovernmental Agreement to continue the City of Northglenn's participation in the Rocky Flats Stewardship Council (RFSC). Staff recommends approval of the Resolution.

SUMMARY STATEMENT:

- The by-laws of the RFSC require that all designated representatives be appointed by City Council to serve on the RFSC board of directors.
- The appointments will be effective February 1, 2009. These appointments will expire on January 31, 2010.
- City Councilmember Sheri Paiz, former Public Works and Utilities Director David Allen and Water Quality Coordinator Shelley Stanley have represented the City the past three years.
- Councilmember Paiz was previously appointed effective January 10, 2008 and expiring the date of the first regular City Council meeting of 2010, in resolution 08-12.
- The board of directors of the RFSC consists of nine members, each with one vote and each serve in accordance with the Intergovernmental Agreement (IGA). Alternates may serve in lieu of Directors in the event of absences, resignation or removal of directors.
- Upon appointment action by City Council, Staff will draft a letter to the RFSC designating elected and Staff representatives for the City.

BACKGROUND:

The RFSC has expanded in membership. There are now elected officials and staff representing nine local governments that are contiguous to the Rocky Flats National Wildlife Refuge and the retained lands held by the Department of Energy (DOE), three community organizations and one individual. The nine local governments include the cities of Westminster, Arvada, Golden, Northglenn, Boulder, Boulder County, Jefferson County, the City and County of Broomfield and the Town of Superior, plus the League of Woman Voters, Rocky Flats Cold War Museum, Rocky Flats Homesteaders and an individual Karen Imbierowicz (Superior). Northglenn and Golden alternate years, Northglenn voting all odds years and Golden voting all even years.

The former Rocky Flats Environmental Technology Site has been "certified" by the Environmental Protection Agency (EPA) as officially cleaned up, closed as a DOE facility and meeting all federal and state environmental cleanup and long-term monitoring requirements.

The original Rocky Flats site established in 1951 consisted of approximately 6,000 acres. Currently the DOE retained lands, which are fenced and closed to public access, total about 1,000 acres. The new national wildlife refuge, established by Congress consists of about 5,000 acres. The retained lands (DOE) and the national wildlife refuge (United States Fish and Wildlife Service) are totally separate lands with

different missions and long-term plans and purposes, and are managed under different federal agency jurisdictions.

The national wildlife refuge Congressional legislation was strongly supported by the cities of Westminster, Northglenn and Thornton (Standley Lake Cities) as well as the City and County of Broomfield, since federal designation would provide a permanent "land use" that would assure no further land development and water quality impacts to the Standley Lake cities and City and County of Broomfield water supplies. Because of this "land use" priority for the cities, it is essential the RFSC maintain a strong focus on water quality monitoring, maintenance and related environmental issues at the site.

The purpose of the RFSC now is to provide communication and coordination among the seven members and the DOE; to provide oversight of the ongoing ground and surface water monitoring programs and serve as an advocate for the surrounding communities with state and federal agencies regarding DOE regulatory closure issues, and site monitoring programs and commitments.

The RFSC was formed to meet the mandates of Congressional legislation that requires that all former DOE facilities once closed must have a Local Stakeholders Organization to provide environmental oversight, communication and advocacy between the DOE and nearby communities on any issues involving the retained DOE lands. Membership in the RFSC by the City will continue to focus on on-site water quality monitoring, maintenance, related environmental issues and federal funding support for the RFSC. The RFSC meeting schedule has been reduced to five times per year, since site cleanup has been accomplished.

BUDGET/TIME IMPLICATIONS:

Rocky Flats Stewardship Council budgeted expenditures are \$1,000 and in 2009, which are budgeted in the Water and Wastewater Fund.

STAFF REFERENCE:

If Council Members have any comments or questions, they may contact Raymond Reling at (303) 450-4049 or rreling@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-13
Series of 2009

Series of 2009

A RESOLUTION REGARDING TRIENNIAL DETERMINATION FOR THE CONTINUATION OF THE ROCKY FLATS STEWARDSHIP COUNCIL

WHEREAS, effective as of February 13, 2006, the City and County of Broomfield, the Counties of Boulder and Jefferson, the Cities of Arvada, Boulder, Golden, Northglenn, and Westminster, and the Town of Superior (collectively, the "Parties"), entered into an intergovernmental agreement ("IGA") establishing the Rocky Flats Stewardship Council, a separate legal public entity created by such IGA as permitted by Colorado Constitution Article XIV and Section 18(2), Part 2 of Article 1, Title 29, C.R.S. ("Stewardship Council"); and

WHEREAS, the Stewardship Council was established to allow local governments to continue working together on issues related to the long-term protection of Rocky Flats, as described in the IGA; and

WHEREAS, pursuant to the terms of the IGA, the Stewardship Council shall terminate absent, inter alia, the unanimous triennial determination by all Parties that the Stewardship Council should continue for another three years; and

WHEREAS, the City of Northglenn now desires to consider and make a determination concerning the continuation of the Stewardship Council.

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

Section 1. The City Council hereby determines that it is not desirable for the Stewardship Council to terminate at this time.

Section 2. The City Council hereby determines that the Stewardship Council should continue for an additional three (3) years from its establishing date of February 13, 2006, pursuant to the terms and provisions of the IGA.

DATED at Northglenn, Colorado, this ____ day of _____, 2009.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
ROCKY FLATS STEWARDSHIP COUNCIL**

This Intergovernmental Agreement ("IGA") establishing the Rocky Flats Stewardship Council is made and entered into as of this 13th day of February, 2006, pursuant to Colo. Const. Art. XIV, Section 18(2), part 2 of article 1, title 29, C.R.S., by and among the following parties who have executed this IGA: BOULDER COUNTY, a body politic and corporate and political subdivision of the State of Colorado, JEFFERSON COUNTY, a body politic and corporate and political subdivision of the State of Colorado, the CITY OF ARVADA, a home-rule municipal corporation and political subdivision of the State of Colorado, the CITY OF BOULDER, a home-rule municipal corporation and political subdivision of the State of Colorado, the CITY AND COUNTY OF BROOMFIELD, a Colorado municipality and county, the CITY OF WESTMINSTER, a home-rule municipal corporation and political subdivision of the State of Colorado, the TOWN OF SUPERIOR, a municipal corporation, the CITY OF GOLDEN, a home rule municipal corporation and political subdivision of the State of Colorado, and the CITY OF NORTHGLENN, a home-rule municipal corporation and political subdivision of the State of Colorado (singularly and/or collectively, "Party/Parties").

RECITALS

WHEREAS, the Rocky Flats site ("Rocky Flats" or "Site") is a U.S. Department of Energy ("DOE")-owned cleanup and closure site located in Jefferson County and adjacent to or near Boulder County, the City and County of Broomfield, the cities of Arvada, Westminster, Golden and Northglenn, the Town of Superior, and the City of Boulder; and

WHEREAS, since 1995, Rocky Flats has been undergoing nuclear deactivation and decommissioning, waste management and shipment, special nuclear material removal, environmental cleanup and site closure, pursuant to an accelerated closure contract between DOE and Kaiser-Hill Company; and

WHEREAS, as successor to the Rocky Flats Local Impacts Initiative formed in 1993, the Rocky Flats Coalition of Local Governments ("Coalition") was established by Intergovernmental Agreement dated as of February 9, 1999, and amended by Amended Intergovernmental Agreement, dated as of November 3, 2003, by and among the following seven governments: the City and County of Broomfield, the Counties of Boulder and Jefferson, the Cities of Arvada, Boulder and Westminster, and the Town of Superior, for the purpose of working together to have a coordinated local government involvement in information sharing, advocacy and planning concerning Rocky Flats; and

WHEREAS, effective October 13, 2005, the Rocky Flats Site has been declared to be "physically cleaned up" and closed down, with DOE's regulatory approval of the closure anticipated to be reached in late 2006; and

WHEREAS, pursuant to the "Rocky Flats National Wildlife Refuge Act of 2001," vast portions of Rocky Flats will become a National Wildlife Refuge, managed by the Department of the Interior ("DOI") through the United States Fish and Wildlife Service ("USFWS"), with retained jurisdiction by DOE for continuing responsibility for management of cleanup remedies; and

WHEREAS, Section 3120 of the 2005 National Defense Authorization Act, Public Law No. 108-375, directs the DOE Office of Legacy Management to establish a "local stakeholder organization" ("LSO") at the Rocky Flats Site; and

WHEREAS, the DOE Office of Legacy Management has provided the Coalition with certain guidance in the establishment of the LSO, based upon the language of the 2005 National Defense Authorization Act, including parameters for the development of an LSO operating plan, and elected official and non-elected membership of the LSO; and

WHEREAS, the Coalition parties and the parties to this IGA, with participation from representatives of other key stakeholders and members of the public, have developed and submitted to DOE a plan which includes an LSO mission, organizational objectives and scope of work ("LSO Plan"), which LSO Plan was approved by DOE on December 21, 2005; and

WHEREAS, the Coalition parties and the parties to this IGA desire to provide (1) continuing local oversight of activities occurring at the Rocky Flats site, to ensure that local government and community interests are met with regards to long-term stewardship of residual contamination and refuge management; (2) a forum to address issues facing former site employees, including but not limited to long-term health benefits and pension programs; and (3) an ongoing mechanism to maintain public knowledge of Rocky Flats and to educate successive generations of ongoing needs and responsibilities regarding contaminant management and refuge management; and

WHEREAS, the Coalition parties and the parties to this IGA have determined to establish the Rocky Flats Stewardship Council ("Stewardship Council") to oversee all post-closure Rocky Flats activities, including serving as the LSO and implementing the LSO Plan; and

WHEREAS, following the creation of the Stewardship Council, it is anticipated that the Coalition will conclude its existence, having fulfilled its purposes; and

WHEREAS, the Constitution and the laws of the State of Colorado permit and encourage local governmental entities to cooperate with each other to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2), and part 2 of article 1, title 29, C.R.S., the parties may cooperate and contract with each other to provide any function, service or facility lawfully authorized to each and, further, any such contract may provide for joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, such cooperation would be of particular benefit for the purposes stated in this IGA and, additionally, would be in the best interest of the Parties, the region and the people of the State of Colorado; and

WHEREAS, the Parties are all local governments which shall exist in perpetuity, and which have a fiduciary duty to protect the health and welfare of their communities, and thereby desire to establish the Stewardship Council; and

WHEREAS, it is not intended that the powers and responsibilities of governmental entities be in any way usurped;

THEREFORE, the Parties to this IGA hereby covenant and agree as follows:

DEFINITIONS

As used in this IGA, unless the context otherwise requires:

“Alternate Director” means, in reference to a Permanent or Rotating Party, one of up to two alternates designated by a Party, who may be either an elected official or employed by the Party, to serve as a voting Director in the event of absence or resignation of a Director. In addition, in reference to a Member who is acting on behalf of an *entity* (as opposed to a Member who is an individual acting for him or herself), “Alternate Director” means one of up to two alternates designated by a Member, to serve as a voting Director in the event of absence or resignation of a Member Director.

“Board” means the Board of Directors of the Rocky Flats Stewardship Council.

“Bylaws” means that set of operational procedures of the Rocky Flats Stewardship Council adopted, revised, repealed, re-enacted and amended from time to time by the Board.

“Committee” means any committee established by the Board as provided in the Bylaws for purposes of assisting the Board in the discharge of its duties and making recommendations on matters before the Board, whose members shall be appointed by the Board and whose membership may include persons representing entities other than local governments.

“Director” means each individual selected by each Party, who shall be an elected official of the Party, to be a voting member of the Board, and shall include Alternate Director(s) who shall act in the absence of his/her director. In addition, in reference to a Member, “Director” means the individual appointed by a Member to be a voting member of the Board.

“DOE” means the U.S. Department of Energy.

“DOI” means the U.S. Department of Interior.

“LSO” or “Local Stakeholder Organization” means the Rocky Flats post-closure entity organized under the direction of the DOE Legacy Management, pursuant to Section 3120 of the 2005 National Defense Authorization Act, Public Law 108-375.

“Meeting” means a regular or special meeting of the Board as more specifically defined in the Bylaws.

“Member” means one of up to four (4) community stakeholder representatives with a right to appoint a Director to the Board, selected pursuant to the procedures established by the Stewardship Council in its Bylaws.

“Party” means a unit of local government who is either a Permanent party or a Rotating Party and a signatory to this IGA.

“Permanent Party” means a public entity signatory to this IGA whose ability to appoint Directors to the Board does not rotate with other Parties, and includes the City and County of Broomfield, the Counties of Boulder and Jefferson, the Cities of Arvada, Boulder and Westminster, and the Town of Superior.

“Rocky Flats” means the entire Rocky Flats closure site, a federal facility currently under the jurisdiction of the United States Department of Energy located in Jefferson County, Colorado, and inclusive of all lands within such site regardless of whether or not management of such lands is transferred to either DOE or to DOI.

“Rocky Flats National Wildlife Refuge” means the area designated as such pursuant to the Rocky Flats National Wildlife Refuge Act of 2001, approved by the U.S. Congress and signed into law on December 28, 2001, and as may be amended from time to time.

“Rocky Flats Stewardship Council” or “Stewardship Council” means the entity established by this IGA.

“Rotating Party” means an eligible public entity signatory to this IGA whose right to appoint Directors to the Board rotates with other parties and includes the Cities of Golden and Northglenn.

“USFWS” means the U.S. Fish and Wildlife Service who is tasked with the management of the Rocky Flats National Wildlife Refuge under the DOI.

COVENANTS AND AGREEMENTS

- 1. Establishment and Denomination of Stewardship Council. The Parties hereby establish a separate legal entity to be denominated the “Rocky Flats Stewardship Council.”**
- 2. Mission Statement. The mission of the Stewardship Council is --**

- a. To provide continuing local oversight of activities occurring at the Rocky Flats site; to ensure that local government and community interests are met with regards to long-term stewardship of residual contamination and refuge management;
- b. To provide a forum to track issues related to former site employees, including but not limited to long-term health benefits and pension programs;
- c. To provide an ongoing mechanism to maintain public knowledge of Rocky Flats and to educate successive generations of ongoing needs and responsibilities regarding contaminant management and refuge management; and
- d. To provide an ongoing forum to address all other issues pertinent to Rocky Flats, as determined by the Stewardship Council Board of Directors.

3. Purposes. Specifically, the purposes of the Stewardship Council are:

- a. To provide a forum for elected officials and community members to discuss with federal, state, and local elected officials and agencies issues related to the long-term stewardship and management of the Rocky Flats site.
- b. To provide a forum for elected officials and community members to be briefed on the results of the operational and performance monitoring data of site operations.
- c. To provide a mechanism for keeping elected officials and community members informed of the results of the monitoring data.
- d. To provide a mechanism for educating succeeding generations about the residual hazards and the continued need for a comprehensive site-wide stewardship program.
- e. To provide a forum for USFWS staff to work with elected officials and community members on issues related to the management of resources under that agency's jurisdiction.
- f. To serve as the designated LSO, pursuant to Section 3120 of the 2005 National Defense Authorization Act, Public Law 108-375.
- g. To serve as a participating agency under the National Environmental Protection Act (NEPA) for preparation of environmental impact assessments, serve as a participating agency under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)

Section 120(f), and assist the Parties in their consultative roles as provided in Section 27, Section 281 of the 1996 Rocky Flats Cleanup Agreement.

- h. To act as a spokesperson for the community's interest in Rocky Flats in discussions with other public and private entities concerning local issues affecting Rocky Flats.
- i. To provide a forum for all other issues pertinent to Rocky Flats, as determined by the Stewardship Council Board of Directors.

4. **Powers.** The Stewardship Council shall have the following powers, to the extent such powers are delegable functions or services lawfully authorized to the Parties, and to the extent they are reasonably related to the purposes stated above:

- a. Enter into contracts;
- b. Sue or be sued;
- c. Solicit and accept funds and in-kind contributions in whatever form, including grants, donations or loans;
- d. Incur revenue-based or other non-general obligation debt;
- e. Own, buy, sell and lease real estate and personal property;
- f. Hire employees and retain agents, consultants and services;
- g. Administer and supervise grants and loans to other entities;
- h. Obtain insurance;
- i. Advocate policies, programs, funding and legislation with other governmental entities;
- j. Prepare and disseminate public information;
- k. Indemnify its directors, officers and employees to the extent they are operating within the scope of their capacities with the Stewardship Council;
- l. Establish projects, committees, trusts, foundations or other vehicles to help further the purposes of this IGA;
- m. Negotiate agreements on behalf of the Stewardship Council;
- n. Engage in lobbying activities in accordance with state and federal law;
- o. Perform services for a fee;
- p. Adopt bylaws;

And to have such other powers as may, from time to time, be agreed upon by the unanimous consent of the Parties pursuant to recommendation of the Board, except that the Stewardship Council shall not have the power to levy taxes.

5. **Reservation of Powers.** The powers of the Stewardship Council shall not be construed as restricting or limiting any Party, individually or severally, from performing any governmental or regulatory powers or duties otherwise granted by law. Each Party expressly reserves and retains its right to develop, adopt, implement and enforce, in its sole discretion, land use plans, land use, zoning and building regulations, redevelopment plans, capital improvement plans, and public improvement or service plans for property, buildings, and facilities within its

jurisdiction. Nothing in this IGA shall be deemed to restrict, modify or otherwise impair the powers of any Party in any manner, including any separate or discrete actions which may be taken by any Party relating to Rocky Flats. However, it is the intention of the Parties that the Stewardship Council will be the forum for discussion of issues of mutual interest as pertaining to Rocky Flats.

6. **Operations.** It is the intent of the Parties that the Stewardship Council shall be a political subdivision, and unit of local government of the state of Colorado and that the Stewardship Council shall abide by all federal, state and local laws applicable to governmental entities. To the extent that any of the Stewardship Council's funds are contributed by the Parties, then such funds shall be subject to their lawful appropriation by the respective Party. To the extent it is subject to the provisions of Article X, Section 20 of the Colorado Constitution, the Parties intend to establish the Stewardship Council as an enterprise thereunder. The procedures and operations of the Stewardship Council shall be subject to the provisions of this IGA and the Bylaws of the Board.

The Board shall annually prepare and adopt a budget pursuant to the provisions of Title 29, Art. 1, Part 1, C.R.S. The Board shall provide for an annual audit conducted by an independent accountant which complies with Title 29, Art. 1, Part 6, C.R.S., and with applicable federal regulations for receipt of federal funds. The Treasurer of the Board or his/her designee shall provide a detailed quarterly financial statement to all Directors and Alternate Directors. The Board shall annually prepare and distribute to the Parties and make available to the public a report of its performance. The financial statement shall include all revenues, revenue sources, expenditures and balances. The Stewardship Council shall operate in accordance with the Open Records Act, §§ 24-72-201, *et seq.*, C.R.S.

7. **Board of Directors.** The legislative and administrative power of the Stewardship Council shall be vested with a Board of Directors not to exceed twelve (12) in number, one representing each of the seven Permanent Parties, one representing one of the Rotating Parties, and one representing each of the Members (not to exceed four); each with one equal vote. The Directors shall be selected as set forth in this paragraph:

a. **Permanent/Rotating Parties.** Directors shall be designated in writing by each Party upon execution of this IGA, and annually thereafter on or before February 1 of each year. Parties may appoint one Director who shall be an elected official of the Party, and up to two Alternate Directors. A Director serves at the pleasure of the Party designating him or her and may be replaced by the Permanent Party at any time. Failure to take action by the specified dates shall not prevent a Party from designating its Director and Alternate Director(s). The Rotating Parties shall annually alternate with each other for each term of office for Director and Alternate Directors on the Stewardship Council Board. The process for selection of the Rotating Party to initially serve on the Board shall be provided for in the Bylaws.

b. **Members.** Following selection of the Members to the Board, and annually thereafter on or before February 1 of each year, each Member shall designate in writing one Director and up to two Alternate Directors, to serve on the Board. However, in the

event a Member is an individual rather than an entity, then such Member shall not be entitled to the appointment of Alternate Directors. A Member Director serves at the pleasure of the Member designating him or her, and may be replaced by the Member at any time. Failure to take action by the specified dates shall not prevent a Member from designating its Director and Alternate Director(s).

c. Term. A term of office for each Director shall be for one year, beginning February 1 and expiring January 31 of the following year, without limitation on successive or additional terms served by any Director, except as applicable for Rotating Parties.

d. Oath. The Directors and Alternate Directors shall take an appropriate oath of office.

e. Alternate Directors. Alternate Directors may serve in lieu of Directors in the event of absence, resignation or removal of Directors.

f. Compensation. Directors shall receive no salary or compensation for their services, except to cover such expenses as may be provided in the Bylaws.

g. Ex-Officio Directors. The Board may provide in the Bylaws for non-voting ex-officio members.

h. Chair/Officers. The Board shall annually elect a Chair of the Board in accordance with procedures established in the Bylaws, who must also be a Director, who shall preside at all regular or special meetings of the Board and who shall serve at the pleasure of the Board, and such other officers as may be provided in the Bylaws. The Board may act by motion or resolution.

i. Board Procedures. Board procedural matters, including agenda, quorum, voting, meeting and notice requirements shall be established in the Bylaws, except as set forth in this IGA.

j. Actions of Board. Actions of the Board require an affirmative vote of at least nine Directors. In the event a decision is made with less than a unanimous vote, a Director in the minority may include a statement in the record reflecting its views.

8. Establishment of Committees. The Board may establish committees to assist the Board in the discharge of its duties and to make recommendations on matters before the Board. Committees may include members who are not Directors. Committee members shall be appointed by the Board. The composition, appointment, duties, and operations of committees shall be defined in the Bylaws.

9. Meetings. Regular meetings of the Board shall be held at such times as the Board shall from time to time establish, but not less than quarterly, unless otherwise provided for in the Bylaws. No regular meeting of the Board shall occur without written notice to each Director and

Alternate Director of the time, date, and place of such meeting, together with a written agenda; provided, however, the actions of the Board shall not be limited to matters on such agenda. Special meetings of the Board may be held as provided in the Bylaws. All regular and special meetings of the Board and committees shall be conducted pursuant to the Open Meetings Law, §§ 24-6-401, *et seq.*, C.R.S.

10. Term, Withdrawal and Dissolution. This IGA shall commence on the date of its full execution by all the Parties, and shall remain in effect until the earliest of

- a. termination or rescission by the unanimous written agreement of all Parties, or
- b. decrease of the number of Parties to fewer than six, or
- c. lack of a unanimous triennial determination by the Parties that the Stewardship Council should continue for an additional three (3) years. Every third calendar year, commencing from the effective date of this IGA until termination of the Stewardship Council, the Parties agree to consider whether to continue the Stewardship Council's existence.

Any Party may withdraw from participation in this IGA upon thirty days' written notice to the Board of its intent to withdraw, and contingent upon adequate provision for satisfaction of its outstanding debt or other obligations of the withdrawing Party which such Party had previously agreed to pay.

11. Distribution, Disposition, or Division of Assets. The Board shall have the power to make all decisions regarding the distribution, disposition, or division of assets of the Stewardship Council as it deems appropriate.

12. Amendments. This IGA contains all the terms agreed upon by and among the Parties. Any amendments or modifications to this IGA must be reduced to writing and executed by all Parties to be valid and binding.

13. Indemnification. To the extent permitted by law, the Stewardship Council shall indemnify and defend each Director, Alternate Director, officer and employee in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal, or other, including appeals), in which he or she may be acting in his or her official capacity by reason of his or her being or having been such Director, Alternate Director, officer or employee, or by reason of any action or omission by him or her in any such capacity, and shall pay any judgment resulting therefrom, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Stewardship Council shall further indemnify and defend each Party in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal, or other, including appeals), in which the Party may be acting in its capacity as a participant in the Stewardship Council, and shall pay any judgment resulting therefrom, except for liability arising from criminal offenses or willful misconduct or gross negligence. Such indemnification and duty to defend in either event shall be subject to and limited by the resources of the Stewardship Council available for such purposes. This indemnification shall in no way be construed to be an indemnification of a Party in connection with a claim, suit, action or proceeding brought by

another Party, Director, Alternate Director, officer or employee, nor shall it be construed as a waiver of the Governmental Immunity Act. The Board shall obtain and maintain in force liability and public officials' insurance in amounts it deems appropriate.

14. **No Obligations.** No obligations of the Stewardship Council shall be deemed to be an obligation or indebtedness of any Party. The Stewardship Council may not impose any involuntary charges or assessments on Parties.

15. **Severability.** If any provision of this IGA, or the application thereof to any person, entity or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA, which can be given effect without the invalid provision or application, and to this end the provisions of this IGA, and each and every provision thereof, are declared to be severable.

16. **Applicable Laws.** This IGA shall be governed by and construed in accordance with the laws of the State of Colorado.

17. **Assignability.** No Party to this IGA may assign or transfer any of its rights or obligations hereunder without the prior written consent of all the non-assigning Parties.

18. **Binding Effect.** The provisions of this IGA shall bind and shall inure to the benefit of the Parties and to their respective successors and permitted assigns, if any.

19. **Enforcement.** The Parties agree and acknowledge that this IGA may be enforced in law or in equity, by decree of specific performance. No Party's rights under the Colorado Governmental Immunity Act shall be modified, abridged or deemed to be waived pursuant to the application or interpretation of this paragraph.

20. **Counterpart Execution.** This IGA may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this IGA effective as of the date first written above.

RFCLQG/LSO
BTWV1114
0504.0211
0734.0301

CITY OF ARVADA

Date: January 23, 2006

[Signature]
By: MAYOR

Attest: Kristen R. Rush
Deputy City Clerk



CITY OF BOULDER

Date: Jan. 23, 2006

By: Mark W. Burt

COUNTY OF BOULDER

Date: January 24, 2006

By: 

Ben Pearlman
Chair, Board of
County Commissioners

CITY AND COUNTY OF BROOMFIELD

Date: 01/24/2006

Karen Stuart
By: Karen Stuart, Mayor



ATTEST:

Lisa Keenan
CITY CLERK Deputy

APPROVED AS TO FORM:

William A. ...
City & County Attorney


CITY OF GOLDEN

Date: 2/9/06

By: C. Broach
Mayor

COUNTY OF JEFFERSON

Date: 2-1-2006


By: J. Kevin McCasky


CITY OF NORTHGLENN

Date: 1-26-06

Richard M. Royak
By: Richard M. Royak
MAYOR

TOWN OF SUPERIOR

Date: 1-26-06

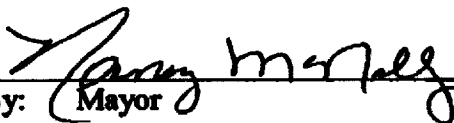

By: Mark Hamilton
Mayor

ATTEST:



Phyllis L. Hardin, Town Clerk

CITY OF WESTMINSTER

Date: February 13, 2006

By: 
Mayor

ATTEST:


City Clerk

**Seter &
Vander Wall, P.C.**

ATTORNEYS AT LAW

Kim J. Seter
Barbara T. Vander Wall
Jacqueline C. Murphy
Staci A. Usagani
Kyle N. Brunger

TO: Parties to and Members of the Rocky Flats Stewardship Council:

City of Arvada	City of Boulder
Boulder County	City and County of Broomfield
City of Golden	Jefferson County
City of Northglenn	Town of Superior
City of Westminster	League of Women Voters
Rocky Flats Cold War Museum	Rocky Flats Homesteaders
Karen Imbierowicz	

FROM: Barbara T. Vander Wall, Seter & Vander Wall, P.C.

RE: Rocky Flats Stewardship Council/Annual Appointment of Board of Directors

DATE: December 19, 2008

In accordance with the Intergovernmental Agreement (IGA) establishing the Rocky Flats Stewardship Council and Article II of the Stewardship Council's Bylaws, the Directors shall be appointed for a term of one year commencing February 1. Each *Party* is required to appoint one director who shall be an elected official of the *Party*, and up to two alternate directors, who may be either an elected official or a staff member of the *Party*, to serve on the Board. Each *Member* entity is required to designate one director and up to two alternate directors to serve on the Board.

We are requesting that you advise our office, or the Stewardship Council (Attention: David Abelson), of the official representative and alternate(s) for your entity. We also ask that you forward written designation of the representative and alternate(s) as well as a copy of the corresponding resolution or other document evidencing approval of the appointment.

Should you have any questions please do not hesitate to call our office at (303) 770-2700, or David Abelson at the Stewardship's office at (303) 412-1200.

Thank you in advance for your prompt attention to this matter.

cc: David Abelson, Executive Director

/RFSCO/MEMO
BGH1119
0756.0011

**ROCKY FLATS STEWARDSHIP COUNCIL
- DISTRIBUTION LIST -**

Boulder County Commissioners

P.O. Box 471
Boulder, CO 80306

Chair:	Ben Pearlman
Legal Counsel:	H. Lawrence Hoyt
Intergovernmental Relations Director:	Michelle Krezek
Elected Official Rep:	Ben Pearlman
Alternate:	Megan Davis

Jefferson County Commissioners

100 Jefferson County Parkway
Golden, CO 80419

Chair:	Kathy Hartman
Legal Counsel:	Ellen Wakeman
County Administrator:	Jim Moore
Elected Official Rep:	Jim Congrove
1 st Alternate:	Kate Newman
2 nd Alternate:	Jim Moore

City of Arvada

8101 Ralston Rd.
Box 8101
Arvada, CO 80001

Mayor:	Bob Frie
Legal Counsel:	Christopher Daly
City Manager	Craig Kocian
Elected Official Rep:	Lorraine Anderson
Alternate:	Clark Johnson

City of Boulder

Box 791
Boulder, CO 80306

Mayor:	Shaun McGrath
Legal Counsel:	Jerry P. Gordon
City Manager:	Jane S. Brautigam
Elected Official Rep:	Lisa Morzel
1 st Alternate:	Matt Jones
2 nd Alternate:	Carl Castillo

City and County of Broomfield

#1 Des Combes Drive
Broomfield, CO 80020

Mayor:	Patrick Quinn
Legal Counsel:	William Tuthill
City/County Manager:	George DiCiero
Elected Official Rep:	Lori Cox
1 st Alternate:	Todd Schumacher
2 nd Alternate:	

Town of Superior

124 E. Coal Creek Drive
Superior, CO 80027

Mayor:	Andrew Muckle
Legal Counsel:	Kendra Carberry
Town Manager:	Scott Randall
Elected Official Rep:	Andrew Muckle
Alternate:	Matthew Magley

City of Westminster

4800 W. 92nd Avenue
Westminster, CO 80031

Mayor:	Nancy McNally
Legal Counsel:	Martin McCullough
City Manager:	Brent McFall
Elected Official Rep:	Bob Briggs
Alternate:	Ron Hellbusch

City of Golden

911 10th St.
Golden, CO 80401

Mayor:	Jacob Smith
Legal Counsel:	Dave Williamson
City Manager:	Mike Bestor
Elected Official Rep:	William Fisher
Alternate:	Jacob Smith

City of Northglenn

11701 Community Center Dr.
Northglenn, CO 80233

Mayor:	Kathleen Novak
Legal Counsel:	Corey Hoffmann
City Manager:	William Simmons
Elected Official Rep:	Sheri Paiz
1 st Alternate:	Shelley Stanley
2 nd Alternate:	

Rocky Flats Cold War Museum

P.O. Box 871
Arvada, CO 80001

Director:	Kim J. Grant
Alternate:	Ann Lockhart

League of Women Voters

999 Meadows Glenn Dr.
Boulder, CO 80303

Director:	Jeannette Hillery
Alternate:	Sue Vaughan

Rocky Flats Homesteaders

9295 W. 90th Circle
Westminster, CO 80021

Director:	Roman Kohler
Alternate:	Kathleen Bacheller

Karen Imbierowicz

967 East Karval
Superior, CO 80027

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-12
Series of 2008

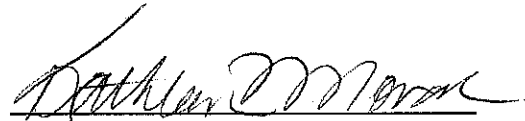
08-12
Series of 2008

A RESOLUTION APPOINTING A REPRESENTATIVE TO THE ROCKY FLATS STEWARDSHIP COUNCIL FOR THE CITY OF NORTHGLENN, COLORADO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Sheri Paiz is hereby appointed as the representative to the Rocky Flats Stewardship Council for the City of Northglenn, effective January 10, 2008 and expiring either the date of the first regular City Council meeting of 2010, or at such time as a successor is appointed.

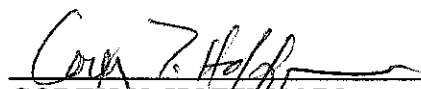
DATED, at Northglenn, Colorado, this 10th day of January, 2008.


KATHLEEN M. NOVAK
Mayor

ATTEST:


DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFEMANN
City Attorney