

**INTERGOVERNMENTAL AGREEMENT TO
PROVIDE FIRE PROTECTION**

THIS AGREEMENT (“Agreement”) is made and entered by and between the **CITY OF GLENDALE**, a Colorado home rule municipality located in Arapahoe County, Colorado (hereinafter “Glendale”), and the **CITY AND COUNTY OF DENVER**, a Colorado home rule municipality (hereinafter “Denver”).

RECITALS:

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

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

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

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

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

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

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

1. **PURPOSE:** The purpose of this Agreement is to set forth the responsibilities of

11-0999

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

2. **TERM:** This Agreement shall commence on the 1st day of January 2012, and continue thereafter until the 31st day of December 31, 2017, unless earlier terminated as provided herein.

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

4. **FIRE PREVENTION:**

4.1 **FIRE PREVENTION SERVICES:** Glendale reserves and will remain responsible for fire prevention services in Glendale, including without limitation the enforcement of Glendale's Building and Fire Codes, periodic fire safety inspections, and issuance of building permits and certificates of occupancy. However, Glendale agrees to cooperate and coordinate with the Denver Fire Department with respect to fire prevention activities, and the Denver Fire Department will be notified and afforded the opportunity to participate in fire prevention activities, as described in Exhibit B attached hereto and incorporated herein.

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

4.3 **STANDPIPE VALVE THREADING.** Glendale shall, at its cost and as a condition to Denver's obligation to provide fire suppression services in Glendale, change all threading on fire standpipe valve outlets to comply with Denver standards. All 1 ½ -inch standpipe hose outlet threading must be changed to the 11 ½ threads per inch to which Denver

Fire Department 1 ½-inch hose is threaded.

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

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

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

8. **FIRE STATION FACILITY:** Glendale shall continue to lease to Denver, January 1, 2012 and terminating December 31, 2017, that portion of its building at 999 South Clermont depicted in Exhibit C (the "Fire Station Facility") for the sum of \$1.00, pursuant to a Lease Agreement in substantially the form set forth in Exhibit D hereto.

9. **PAYMENTS BY GLENDALE:** For the term of this Agreement, Glendale shall pay Denver the following amounts per month based on their corresponding year, to be paid by the tenth day of each month, beginning with January 2012 and ending December 2017, subject to annual appropriations:

Starting Year/Month	Ending Year/Month	Monthly Amount	Annualized Amount
2012 January	2012 December	\$ 166,667	\$ 2,000,000
2013 January	2013 December	\$ 171,667	\$ 2,060,000
2014 January	2014 December	\$ 176,817	\$ 2,121,800
2015 January	2015 December	\$ 182,121	\$ 2,185,454
2016 January	2016 December	\$ 187,585	\$ 2,251,018
2017 January	2017 December	\$ 193,212	\$ 2,318,548

If payment is not received by the fifteenth day of the month, interest shall accrue on the unpaid portion at a rate of 12% per annum.

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

11. **LIABILITY:** Each party to this Agreement shall be an independent contractor, and neither party or such party's agents, officers and employees shall be deemed to be an agent of the other party. Each party waives all claims and causes of action against the other party for compensation, damages, personal injury or death which may result or occur as a consequence, direct or indirect, of the performance of this Agreement. Glendale and Denver are each responsible for their own negligence and that of their agents, officers and employees to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101 et. seq. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by statute,

specifically the Colorado Governmental Immunity Act, or as an assumption of any duty for the benefit of any third party.

12. **NO PERSONNEL MODIFICATION:** Nothing contained in this Agreement, and no performance under this Agreement by personnel of the parties hereto shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pensions levels or types of training, internal discipline certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment.

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

To Denver:

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

With a copy to:

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

To Glendale:

City of Glendale
950 South Birch Street
Glendale, CO 80246
Attention: City Manager
(303) 759-1513
(303) 639-4707 (FAX)

With a copy to:

City Attorney
City of Glendale
950 S Birch Street
Glendale, CO 80246

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

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

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

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

18. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

19. **NO THIRD PARTY BENEFICIARY**: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating

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

20. **SEVERABILITY**: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

21. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS**: The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

23. **CONFLICT OF INTEREST**: The parties agree that no official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein and Glendale further agrees not to hire or contract for services any

official, officer or employee of Denver or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

24. **LEGAL AUTHORITY:**

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

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

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

25. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Glendale consents to the use of electronic signatures by Denver. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number: 201103623

Vendor Name: City of Glendale

By: 

Name: Larry Harte

Title: Mayor

ATTEST:

By: 

Name: Mary Kay Bateman

Title: City Clerk



Tenant intends by this Lease to irrevocably pledge present case reserves for payments or services in future fiscal years, and this Lease is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Landlord or Tenant.

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


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

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

ATTEST:


Clerk of the City of Glendale

CITY OF GLENDALE

By: 
Its: WAVE

APPROVED AS TO FORM:

Attorney for the City of Glendale

Contract Control Number: 201103623

Vendor Name: City of Glendale

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

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

By _____

By _____

By _____



EXHIBIT A

**DENVER FIRE DEPARTMENT
OPERATIONS DIVISION
FIELD OPERATION GUIDELINE**

Topic No:	228.02
Date:	09/03/2004

Section: RESPONSE ASSIGNMENT POLICY
Topic: Order of Response

Problem	Engine	5-Inch Hose	Truck	Tower	Heavy Truck	Chief	Rescue	HAMER	RIT	BLS	Special Teams
10 to Assist Police			1			1					
9 to Assist Police			1			1					
911 Hang Up	1										
Automobile	1										
Automobile - No Injury	1										
Bicycle	1										
Bicycle Only										1	
Building Investigation	1		1			1					
Building (Collapse)	1		1			1		1			Confined Space
Bus or Lt Rail	1		1		1	1	1	1			
Highway	1		1			1					
Motorcycle	1										
Motorcycle Only	1										
Parties Trapped	1		1		1	1					
Pedestrian	1										
Roller	1		1		1	1					

F Reported Out	1	1				1					
F School	3	2				2	1	1	1		

**DENVER FIRE DEPARTMENT
OPERATIONS DIVISION
FIELD OPERATION GUIDELINE**

Topic No:	228.02
Date:	09/03/2004

Section: RESPONSE ASSIGNMENT POLICY
Topic: Order of Response

Problem	Engine	5-Inch Hose	Truck	Tower	Heavy Truck	Chief	Rescue	HAMER	RIT	BLS	Special Teams
F Structure	2		2			2	1		1		
F Structure - DIA	2		2			2	1		1		
F Structure - DIA / Large	3		2			2	1	1	1		
F Transformer	1										
F Trash	1										
F Warehouse	3		2			2	1	1	1		
F Weed	1										
F Fuel Spill	1										
F Fuel Spill - DIA Aircraft											ARFF and Fuel Inspector
F Fuel Spill - DIA Non Aircraft	1		1								
F Hazmat - Investigation	1					1		1			
F Hazmat (Full Response)	1		1			1					HAZMAT
F Helicopter Standby	1		1			1					
F High Angle Rescue	1		1			1					High Angle

Ice Rescue	1		1		1						Underwater
Industrial/Machine	1		1		1	1					
Lockout-Emergency											1
Lockout-Non Emergency											1
Natural Gas Leak-Inside	1		1		1		1				
Natural Gas Leak-Outside	1		1		1		1				
Odor Investigation	1		1		1						
Odor Investigation - With Smoke	2		2		2	1			1		
Odor Investigation (Chemical)	1		1		1		1				
Other	1										
PFAS Class I	1		1		1						
PFAS Class II	1										
Smoke Investigation - Outside	1										

**DENVER FIRE DEPARTMENT
OPERATIONS DIVISION
FIELD OPERATION GUIDELINE**

Topic No:	228.02
Date:	09/03/2004

Section: RESPONSE ASSIGNMENT POLICY
Topic: Order of Response

Problem	Engine	5-Inch Hose	Truck	Tower	Heavy Truck	Chief	Rescue	HAMER	RIT	BLS	Special Teams
Ventilation Only			1								
Water Problem			1								
Water Rescue	1		1			1					Underwater

EXHIBIT B

Plan Review

It is critical to occupant and firefighter safety that the Denver Fire Department participates in the review of building plans and specifications. This review provides the Fire Department with its best opportunity to see that fire protection standards are met prior to the completion of construction and occupancy of the building. Therefore, our agreement will be:

- **Pre-construction Conferences.** Denver Fire Department Engineering unit personnel will be notified and afforded the opportunity to participate in pre-construction conferences along with the City of Glendale's Fire Marshal and other Glendale officials, to answer questions relating to fire protection features in the planned building or fire code requirements, or to discuss comments provided during the plans review process. All comments by Denver's engineering section will be coordinated with Glendale's Fire Marshal.
- **Site Plan Review.** Denver Fire Department Engineering unit personnel will be notified and afforded the opportunity to participate in project site plan reviews along with Glendale's Fire Marshal. Denver Fire Department Engineering will provide a checklist of items specific to Denver operations.
- **Preliminary Plan Review.** Denver Fire Department engineering personnel will be notified and afforded the opportunity to participate in review of project preliminary plans along with Glendale's Fire Marshal. This information will be shared with the fire companies that are expected to respond in the event of an emergency.
- **Final Building Plans and Specifications.** Denver Fire Department Engineering unit personnel will be notified and afforded the opportunity to participate in review of project final building plans and specifications along with the City of Glendale's Fire Marshal.

When the plans agree with the applicable code requirements, the Fire Department and Glendale's Fire Marshal will notify Glendale's building official that there is no objection to issuance of a building permit. Building construction information will then be provided to the fire companies responsible for suppression and/or fire inspection of the building. This information is used by the fire companies in pre-fire planning for fire operations should a fire occur in the building.

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

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

Fire Safety Inspections

- **Commercial Fire Safety Inspections.** Denver Fire Department personnel will be notified and afforded the opportunity to accompany Glendale Fire and Building officials in conducting fire safety inspections. (Glendale currently inspects commercial properties twice a year. Denver Fire Department personnel will accompany them only on one of these two inspections per year.) All commercial properties will be inspected. Denver Fire Department personnel will not participate in inspections of Individual residential units unless requested by the resident, the building's ownership or building management. Denver Fire Department Engineering will provide a checklist of items specific to Denver operations.
- **Special or Technical Inspections.** Denver Fire Engineering unit and Fire Prevention unit personnel will conduct inspections requiring more technical skill upon request from Glendale officials. Engineering and Fire Prevention personnel will also be available, upon request, to assist Glendale property owners or managers in the development of emergency procedures and emergency evacuation plans.
- **Nightclubs and Other Assembly Occupancies.** The Denver Fire Department will respond to complaints or reports of overcrowding or other fire-related concerns. If, during a response to a nightclub, Fire Prevention concerns such as overcrowding, blocked exits, etc., are identified, then Denver Fire personnel will contact Glendale Police to enforce the code.
- **Files.** Denver Fire Department Fire Prevention and Investigation Division and the Glendale Fire Marshal will maintain well-organized, complete and accurate records and files on all actions taken (plan review, consultation, inspections, permits). This information is needed to provide performance measures in accomplishing fire prevention goals and to provide management information for budgetary and administrative purposes. All information records and files will be shared between the Denver Fire Department and Glendale's Fire Marshal.

Permits

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

Existing Fire Standpipe Valve Threading

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

Central Station Monitoring of Protected Properties

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

EXHIBIT C

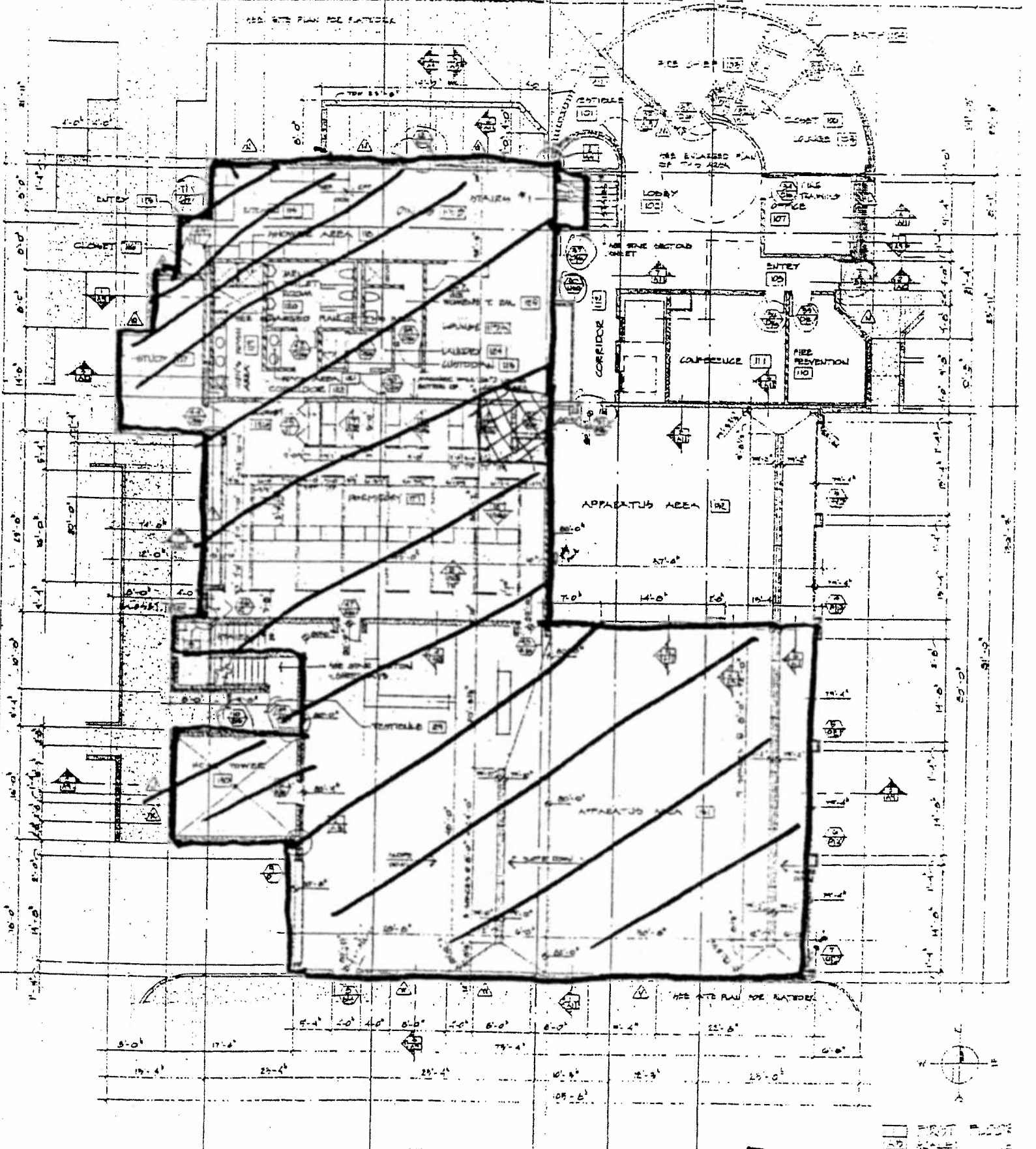
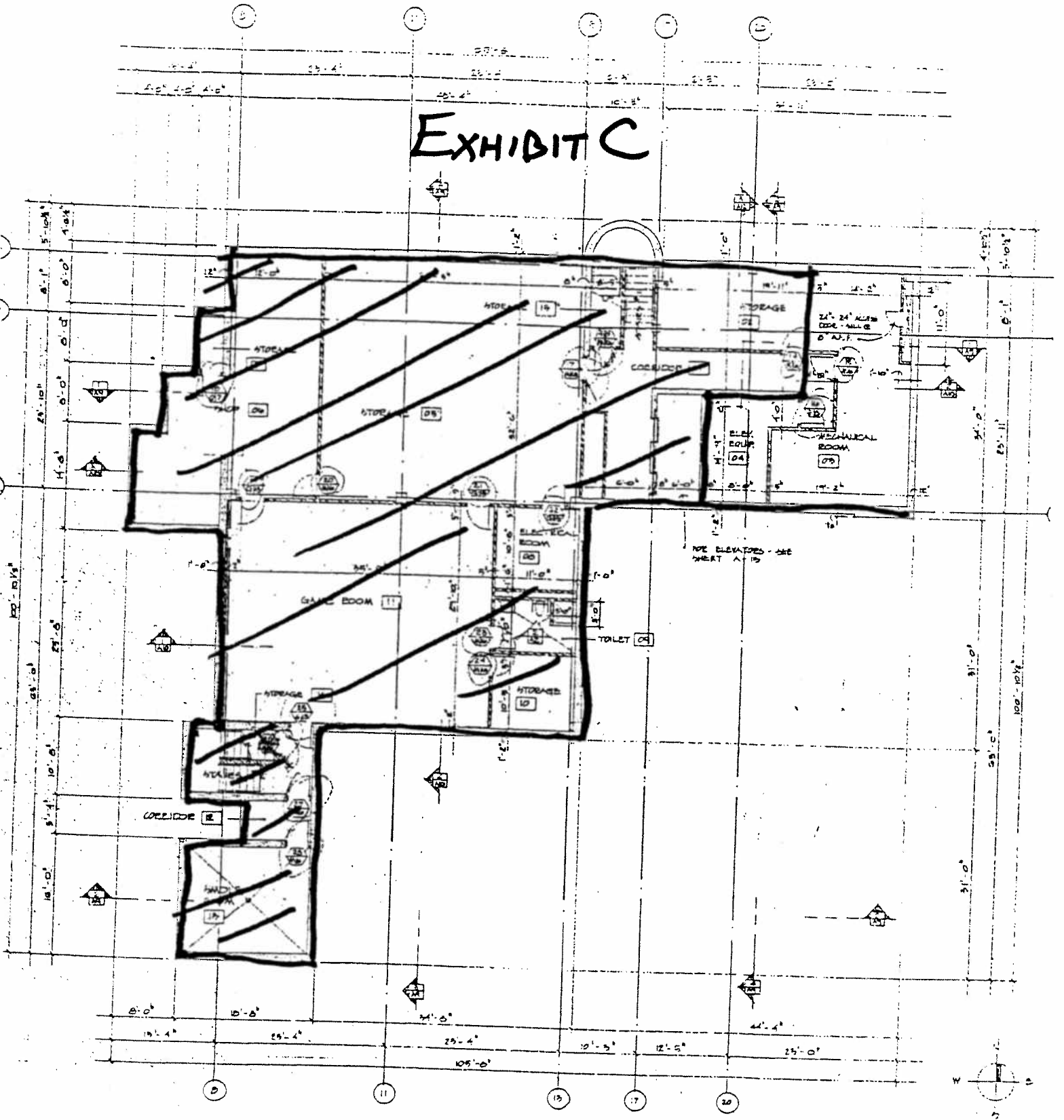


EXHIBIT C



1 BASEMENT FLOOR PLAN
 2 SCALE: 1/8" = 1'-0"

 = Denver

EXHIBIT D

FIRE STATION LEASE

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

RECITALS

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

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

AGREEMENT

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

2. **TERM.** The term of this Lease shall be from January 1, 2012 through December 31, 2017.

3. **RENT.** The rent shall be \$1.00, the receipt and sufficiency of which is acknowledged.

4. **INSURANCE.** Landlord shall, at its sole cost and expense, maintain Commercial General Liability and Property Damage Insurance and such other coverage(s) at such levels as are currently in effect, covering the Building, and to keep such coverage(s) in force throughout the Term of this Lease. Tenant acknowledges that it is self-insured pursuant to the Colorado Governmental Immunity Act, sections 24-10-101 et seq., CRS.

EXHIBIT D

5. **COMPLIANCE WITH LAWS.** Tenant and Landlord will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Leased Premises.

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

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

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

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

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

11. **MISCELLANEOUS.**

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

EXHIBIT D

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

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

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

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

CITY OF GLENDALE

ATTEST:

By: _____
Its: _____

Clerk of the City of Glendale

APPROVED AS TO FORM:

Attorney for the City of Glendale

EXHIBIT D

ATTEST:

CITY AND COUNTY OF DENVER

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

By: _____
Mayor

APPROVED AS TO FORM:

Douglas J. Friednash, Attorney for
the City and County of Denver

By: _____
City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor

EXHIBIT D

EXHIBIT 1
(Description of Leased Premises)