

**SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT TO
PROVIDE FIRE PROTECTION**

THIS SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“**Agreement**”), with the original Intergovernmental Agreement having been entered as of January 1, 2013, and this Agreement being effective as of January 1, 2015, by and between the **CITY OF SHERIDAN**, a Colorado home rule municipality located in Arapahoe County, Colorado (“**Sheridan**”), and the **CITY AND COUNTY OF DENVER**, a Colorado home rule municipality (“**Denver**”), collectively herein the “Parties”.

RECITALS:

WHEREAS, Sheridan and Denver have been participating in an Intergovernmental Agreement since 2010, wherein Denver has been providing Sheridan with comprehensive fire suppression, and certain fire prevention, plan review, inspection and fire and arson investigation services (herein collectively referred to as “Fire Protection Services”), as well as other services incidental to the protection of persons and property within Sheridan; and

WHEREAS, Sheridan is bordered by Denver, and Denver and Sheridan have a history of working in close harmony on matters of mutual concern, such as the Mutual Aid Agreement providing for extraterritorial fire suppression aid; and

WHEREAS, both Sheridan and Denver enjoy significant cost savings for their citizens by Denver assuming responsibility for the provision of Fire Protection Services in Sheridan as provided in this Agreement, while at the same time preserving the high level of fire service each city currently enjoys; and

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

NOW, THEREFORE, in consideration of the foregoing premises, and the terms and conditions contained in this Agreement, the Parties agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the responsibilities of Sheridan and Denver as regards the delegation of Fire Protection Services within Sheridan to the Denver Fire Department and the payment by Sheridan for those services. This Agreement is not

intended to and does not establish a separate governmental entity for the performance of any function.

2. **TERM:** The original Intergovernmental Agreement commenced January 1, 2013, and this Agreement shall commence as of January 1, 2015, and expire December 31, 2015, unless earlier terminated as provided herein.

3. **FIRE SUPPRESSION/INTERIM PERIOD:** Denver agrees to provide fire suppression services within the municipal boundaries of the City of Sheridan. The level of fire suppression service will equal that provided to Denver residents (“**Denver Service Level**”), and will 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 the sole discretion of the Chief of the Denver Fire Department so long as the Denver Service Level is maintained.

4. **FIRE PREVENTION:**

4.1 **FIRE PREVENTION SERVICES:** Sheridan and Denver agree that Denver will provide such fire prevention services as specified in **Exhibit B**, which is attached hereto and incorporated herein. Sheridan and Denver agree to cooperate and coordinate with respect to such fire prevention services.

4.2 **APPLICABLE CODES:** The Parties adopted the 2009 International Building and Fire Codes, and Sheridan has adopted the 2011 Denver Amendments to the 2009 International Fire Code and Appendices.

4.3 **STANDPIPE VALVE THREADING.** Sheridan shall, at its cost and as a condition to Denver’s obligation to provide fire suppression services in Sheridan, 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:** Sheridan and its designees will remain responsible for emergency medical services in Sheridan, including advanced life support and transport to its citizens, and shall retain all equipment and vehicles related thereto. Denver shall provide basic life support services for medical emergencies and advanced life support services on a standby basis for major incidents in Sheridan. The level of standby support shall be at the same level as that for similar incidents occurring in Denver. Sheridan and Denver shall

cooperate in ensuring any needed coordination of fire and emergency medical services.

6. **ARSON AND FIRE INVESTIGATION**: Denver shall perform all cause and origin fire investigations in Sheridan, consistent with Denver's investigative practices and procedures. Sheridan 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 Sheridan during the period of this Agreement. Sheridan Police will be responsible for arrests resulting from Denver's fire and arson investigation activities, and will assist the Denver Fire Department in its investigative activities as may from time to time be requested by Denver. Sheridan and Denver will cooperate in establishing a means of radio communication between the Sheridan Police Department and the Denver Fire Department.

7. **EMERGENCY NOTIFICATION AND DISPATCH SERVICES**: Sheridan will be responsible for providing for dispatch services for all emergency 9-1-1 ("E-911") calls. Fire-related E-911 calls will be immediately dispatched to the Denver Fire Department dispatchers by Sheridan's designated dispatchers (Arapahoe County) through a "Tandem Transfer" of the Automatic Number Identification and Automatic Location Identification ("ANI/ALI") received by Sheridan's designated dispatcher(s). Sheridan will operate through its E-911 Authority Board's Master Street Address Guide administrator to ensure that the correct agencies will be referenced on the ANI/ALI display.

8. **FIRE STATION FACILITY**: Sheridan shall continue to lease to Denver, through December 31, 2015, that portion of its building at 4101 South Federal Boulevard depicted in **Exhibit C** (the "Fire Station Facility") for the total sum of \$1.00, pursuant to a Lease Agreement in substantially the form set forth in **Exhibit D** attached hereto and incorporated herein. Sheridan shall pay all utilities for the Fire Station Facility.

9. **PAYMENTS BY SHERIDAN**: For the 2013 term of this Agreement, Sheridan paid Denver one hundred fifty-six thousand four hundred sixteen dollars (\$156,416.00) per month, beginning in January of 2013 and running through December of 2013. For the 2014 term of this Agreement, Sheridan paid Denver one hundred fifty-eight thousand two hundred thirty-three and thirty-three cents (\$158,233.33) per month, beginning in January of 2014 and running through December of 2014. For the 2015 term of this Agreement, Sheridan agrees to pay Denver

one hundred fifty-nine thousand eight hundred sixteen dollars (\$159,816.00) per month, to be paid by the tenth day of each month, beginning with January of 2015 and running through December of 2015, subject to annual appropriation. If payment is not received by the tenth day of the month, interest shall accrue on the unpaid portion at a rate of 12% per annum.

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 Sheridan and Denver. The joint advisory board shall consist of four members. Two of the members shall be appointed by Sheridan and two of the members shall be appointed by Denver. The joint advisory board shall create an environment that encourages cooperation between Sheridan and Denver in providing Fire Protection Services and shall provide input and recommendations on policies and procedures to Sheridan 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 a quarterly basis and shall, among other things, develop and distribute the procedure for the submission of issues to the board. Neither Sheridan 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 no 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. Sheridan 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:

City and County of Denver
Fire Department
745 West Colfax Avenue
Denver, CO 80204
Attention: Deputy Chief
(720) 913-3441
(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 Sheridan:

City of Sheridan
4101 South Federal Boulevard
Sheridan, CO 80110
Attention: City Manager
(303) 762-2200
(303) 438-3398 (FAX)

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 reasonable provisions for the cure of that default, this Agreement shall then terminate.

15. **APPROPRIATIONS**: The obligations of the parties hereunder, including without limitation the obligation of Denver to provide Fire Protection Services in Sheridan and of Sheridan to make certain payments to Denver, shall extend only to monies duly appropriated by each city for the purposes of this Agreement. Neither Sheridan 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 Sheridan 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:** Sheridan 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 Sheridan 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 Sheridan 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. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Sheridan 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.

25. **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.

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: FIRES-201208809-02

Contractor Name: City of Sheridan

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

TO BE SIGNED LATER



EXHIBIT A

CHIEF'S ACTION PLAN

Problem											Special Teams	Notes	
	Engine	5-inch Hose	Truck	Tower	Heavy Truck	Chief	Rescue	HAMER	RIT	BLS			
10 to Assist Police			1			1							Dispatch Chief
9 to Assist Police			1			1							Dispatch Chief
911 Hang Up	1												
A Automobile	1												
A Automobile - No Injury	1												
A Bicycle	1												
A Bicycle Only										1			
A Building - Investigation	1		1			1							
A Building (Collapse)	1		1			1		1			Confined Space		Significant Mechanism or Damage
A Bus or Lt Rail	1		1		1	1	1	1					
A Highway	1												Directional Specific
A Motorcycle	1												
A Motorcycle Only	1												
A Parties Trapped	1		1		1	1							Rexcue As Heavy Truck 1st In
A Pedestrian	1												
A Rollover	1		1		1	1							Rexcue As Heavy Truck 1st In
A Unknown Injury	1												
Aircraft Crash	3		2			2	1	1	1				ARFF Units at DIA
Alarm Bells Ringing	1		1			1							
Arson Investigation	1												
Automatic Mutual Aid	1					1							Dispatch Chief
Bomb Threat	1		1			1							
Box Alarm-DFD	1		1			1							
Burnt Food - Investigation	1		1			1							
Burnt Food - With Smoke	2		2			2	1		1				
Carbon Monoxide			1										1 Unit with CO capable meter
Collapse	1		1			1					Confined Space		
Community Services	1		1										1 Unit
Confined Space Rescue	1		1			1					Confined Space		
DIA - Aircraft Crash	3		2			2	1	1	1		ARFF		ARFF Units at DIA
DIA - Amber Alert	1		1			1					ARFF		ARFF Units at DIA

Hazmat - Investigation	1					1		1						
Hazmat (Full Response)	1		1			1						HAZMAT	Decon	
Helicopter Standby	1		1			1								
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					Do You See Smoke?
Odor Investigation (Chemical)	1		1			1		1						
Other	1													
PFAS Class I	1		1			1								
PFAS Class II	1													
Smoke Investigation - Outside	1													
Ventilation Only			1											
Water Problem			1											
Water Rescue	1		1			1						Underwater		
Wires Down	1													
Special Teams:														
Confined Space Team: Tower 1, Collapse Trailer, Rescue, and HAMER High Angle Team: Rescue and Tower 1 HAZMAT Team: Rescue, HAMER 1, Engine 6, and DECON Team (Engine and Tower 9) Underwater Team: Rescue and Engine 1														
Additional Alarms (above a Task Force Response)	1	2	1	1		1								A standard Engine will be substituted for 5-Inch Hose Engine when necessary. A standard Truck will be substituted for a Tower when necessary.

EXHIBIT B

Consultation at Emergency Incidents

When there is a risk of structure collapse, upon request of the Sheridan Incident Commander, a Denver Fire Department Fire Protection Engineer(s) will respond to the scene to evaluate safety for responding firefighters.

Referenced Standards

The Denver Fire Code and the standards referenced therein will be the compliance standards referenced for review of proposed construction plans and inspection of properties in the City of Sheridan.

Plan Review

- **Pre-construction Conferences.** Denver Fire Department Fire Prevention Fire Protection Engineering and Uniformed Personnel (collectively hereinafter referred to as “Denver Fire personnel”) will be notified by Sheridan and shall participate in pre-construction conferences along with the appropriate officials, to answer questions relating to fire protection features in the planned building or fire code requirements, or to discuss comments provided during the plan review process. All comments by Denver Fire Department’s engineering section will be directed in writing to the appropriate Sheridan official(s).
- **Site Plan Review.** Denver Fire personnel will be notified and afforded the opportunity to participate in project site plan reviews along with the appropriate Sheridan official(s). Denver Fire Department Engineering will provide a checklist of items specific to Denver operations. (Exhibit D)
- **Preliminary Plan Review.** Denver Fire personnel will be notified by Sheridan and afforded the opportunity to participate in review of project preliminary plans along with the appropriate Sheridan official(s). This information will be shared with the fire companies that are expected to respond in the event of an emergency.
- **Final Building Plans and Specifications.** Denver Fire personnel will be notified and shall be afforded the opportunity to participate in review of project final building plans and specifications along with the appropriate Sheridan official(s).

Denver Fire personnel, upon determination that the plans comply with the applicable fire code requirements, shall notify the appropriate Sheridan official in writing that there is no objection to issuance of a building permit. Sheridan shall provide building construction addresses, timelines and other pertinent information to the fire companies responsible for suppression and/or fire inspection of the building. Denver Fire personnel shall participate in rough-in inspections during construction.

- **Certificates of Occupancy.** Denver Fire Prevention will be notified by Sheridan (or the

contractor) and shall participate in the final inspection process, and the final sign-off on the building before the certificate of occupancy is issued. This certificate indicates that all of the requirements under the applicable codes have been met and that the building is safe and habitable. Denver Fire Engineering unit personnel will assist the appropriate Sheridan official(s) in testing all life safety systems prior to approving the certificate of occupancy. All comments will be directed in writing to the appropriate Sheridan official(s).

- **Consultation.** If requested, Denver Fire Prevention personnel shall offer consulting services to the Sheridan community, including design professionals, contractors and trades craftsmen, property owners, managers, occupants and members of the general public. The consulting services will include: explanation of the Denver Fire Code and fire-related sections of the Denver Building Code, application of specific standards, and information about the most effective ways to deal with fire and emergency hazard situations. All comments will be directed in writing to the appropriate Sheridan official(s).

Business License Inspections

Prior to approval of any initial general or specialized business license by Sheridan, an inspection will be conducted by Fire Prevention personnel to determine compliance with the Denver Fire Code. The findings will be forwarded to the appropriate Sheridan official(s) for review. Fire Prevention personnel shall also, where required, provide inspections for the renewal of general and specialized business licenses.

Fire Safety Inspections, Basic Fire Inspections and Emergency Pre-plans

- **Commercial Fire Safety Inspections and Basic Fire Inspections.** All commercial properties in the City of Sheridan, including residential properties of more than two units, will receive an annual inspection conducted by Denver Fire Department personnel. For target properties (those that require specialized technical knowledge), Denver Fire Prevention personnel will conduct the annual fire safety inspection. For all other commercial properties, Denver Fire Operations personnel will conduct a basic fire inspection. All comments will be submitted in writing to the appropriate Sheridan official(s). Denver Fire personnel will advise the appropriate Sheridan official(s) of any violation(s) discovered during the course of the inspection. Sheridan shall be solely responsible for any enforcement action concerning the violations; however, Denver Fire Department personnel will be notified of follow-up inspections and afforded the opportunity to accompany Sheridan officials in conducting those follow-up inspections.

Denver Fire Department personnel will not participate in fire safety inspections or basic fire inspections of residential properties of two units or fewer unless requested by the resident and authorized by Sheridan officials, the building's ownership or building management.

- **Emergency pre-plans.** Denver Operations Division firefighters will conduct an annual emergency pre-plan or inspection (pre-fire planning) for every commercial property and residential properties of more than two units.

- **Special or Technical Inspections.** Denver Fire Prevention personnel will conduct fire safety inspections requiring specialized or technical expertise. Fire Prevention personnel will also be available, upon request, to assist Sheridan property owners or managers in the development of emergency procedures and emergency evacuation plans.
- **Nightclubs and Other Assembly Occupancies.** Denver Fire Prevention personnel will respond to complaints or reports of overcrowding or other fire-related concerns. If, during a response to a nightclub, Fire Prevention concerns such as overcrowding, blocked exits, etc., are identified, then Denver Fire personnel will contact Sheridan Police to enforce the code unless requested by Sheridan city officials to initiate code enforcement.
- **Files.** Denver Fire Department Fire Prevention will maintain well-organized, complete and accurate records and files on all actions taken (plan review, consultation, inspections, permits). This information is needed to provide performance measures in accomplishing fire prevention goals and to provide management information for budgetary and administrative purposes. All information records and files will be shared between the Denver Fire Department and City of Sheridan officials.
- **Construction and Fire Safety Inspection and Permit Fees.** Fees for fire safety inspections and fire safety permits will not be levied unless authorized by Sheridan city officials.

Permits

- **Fire Safety Permits Program.** Denver Fire Department Engineering and Fire Prevention unit personnel will assist City of Sheridan 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 Denver Fire Code. Copies of the permits will be provided to the fire companies that are expected to respond to Sheridan properties.

Existing Fire Standpipe Valve Threading

The City of Sheridan, 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. Two and one-half-inch valve outlets shall be National Standard threading and one and 1/2-inch valve outlets shall be Denver threading (1 1/2 threads per inch). The City of Sheridan 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 Sheridan to modify to accept Denver Fire Department hose threads prior to the effective date of Denver providing fire services. All fire hose that has 1/2-inch couplings and outlets on fire apparatus must be modified to Denver threading (1 1/2 threads per inch).

Central Station Monitoring of Protected Properties

City of Sheridan 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 Sheridan'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 licensing, response time, number of operators and runner service.

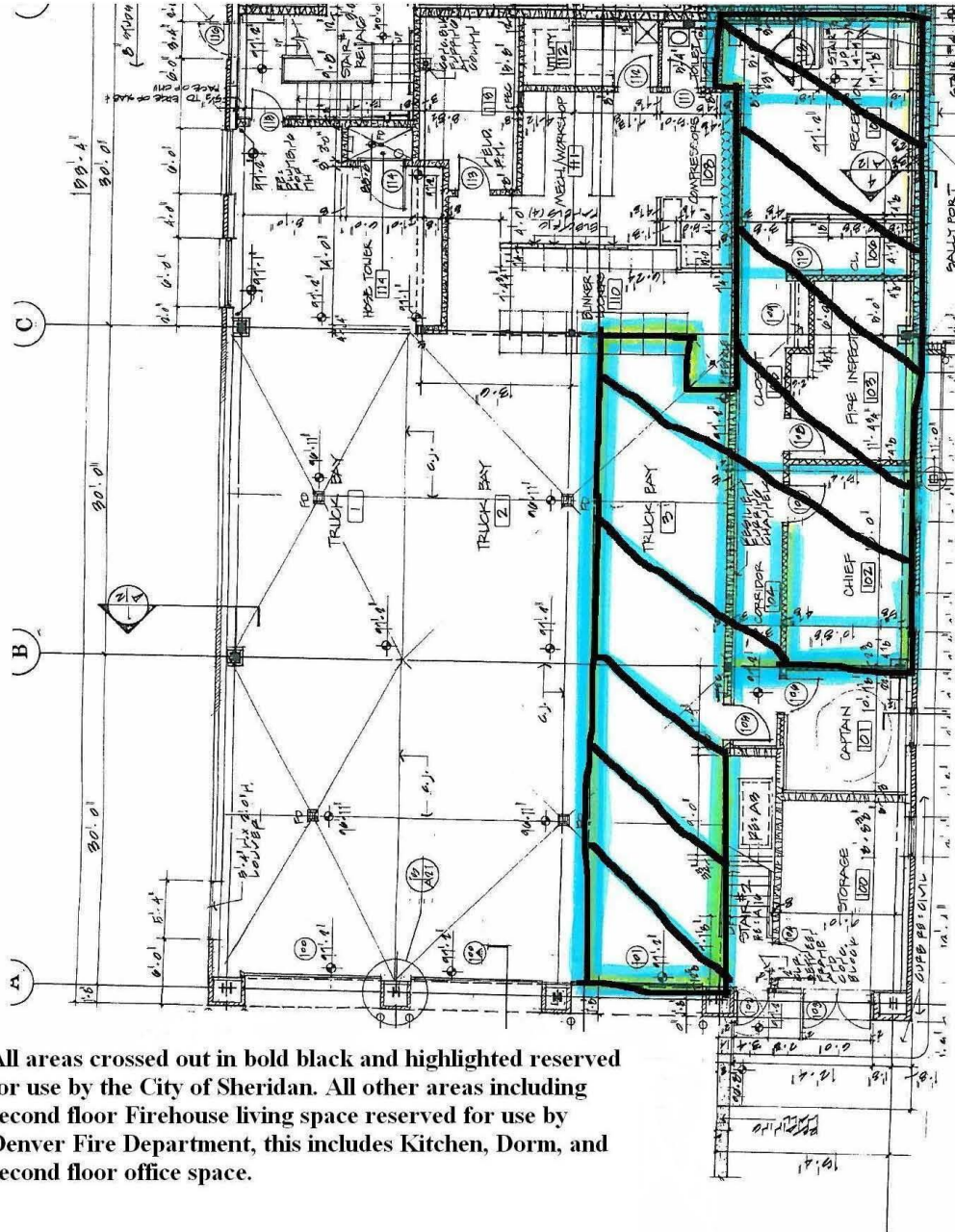
Licensing

Current Denver Fire Department licenses shall be required for the design, installation, modification, inspection, and testing of all life safety systems and equipment. All fitters/technicians shall be licensed to design, add to, modify, and perform all types of inspections, testing, maintenance, and repair of factory-engineered equipment.

Method for Appealing Disagreements

A method must be established to appeal any disagreements between Denver Fire and Sheridan Building and Fire officials. Concerning the fire prevention matters addressed herein, a Sheridan official such as the City Manager will be the final decision maker. But in cases of disagreement, the interpretation which tends to advance the safety of the public and firefighters shall prevail.

Exhibit C to IGA
Attachment 1 to Lease



All areas crossed out in bold black and highlighted reserved for use by the City of Sheridan. All other areas including second floor Firehouse living space reserved for use by Denver Fire Department, this includes Kitchen, Dorm, and second floor office space.

EXHIBIT D

FIRE STATION LEASE

THIS LEASE (“Lease”) is made and entered by and between the **CITY OF SHERIDAN**, a Colorado home rule municipality located in Arapahoe County, Colorado (“Sheridan”), and the **CITY AND COUNTY OF DENVER**, a Colorado home rule municipality (“Denver”), to be effective as of the 1st day of January, 2013 (“Effective Date”).

RECITALS

A. Denver and Sheridan have entered into an Intergovernmental Agreement To Provide Fire Protection (the “IGA”) under which Denver will provide Sheridan with certain fire protection services for a period of time ending on December 31, 2015. As part of the IGA, Sheridan will lease the Fire Station Facility described in an exhibit to the IGA and in Attachment 1 to this Lease to Denver for \$1.00 and shall pay all utilities for the Fire Station Facility.

B. Denver and Sheridan wish to enter into this Lease in accordance with the IGA.

NOW, THEREFORE, in consideration of the foregoing premises, and the terms and conditions contained in this Agreement, Denver and Sheridan agree as follows:

1. **LEASE.** Sheridan leases the premises identified in Attachment 1 (the “Leased Premises”) to Denver, and Denver leases the Leased Premises from Sheridan, for use by Denver exclusively as a fire station and administrative offices. The Leased Premises consist of a portion of the building owned by Sheridan at 4101 South Federal Boulevard, Sheridan, Colorado (the “Building”), and include (i) the furniture, fixtures and equipment present (the “FF&E”) on the Leased Premises (but not including firefighting equipment, which will be conveyed pursuant to the IGA, or personally owned by individual Sheridan firefighters), (ii) access to and through the ambulance bays, as depicted on Attachment 1, and (iii) parking on the sides of the Building sufficient to meet the reasonable needs of Denver and its firefighters. The FF&E is leased to Denver on an “as is” basis and no warranty is made to Denver with regard to the condition of the FF&E. Sheridan shall retain ownership of the FF&E during its useful life. Denver may replace at its option and sole cost any of the FF&E, but before discarding any of the current FF&E, Denver will give the Sheridan the opportunity to remove the item from the Leased Premises at Sheridan’s sole cost and expense. Denver shall retain ownership of any FF&E it purchases or provides and installs on the Leased Premises.

2. **TERM.** The term of this Lease shall commence as of January 1, 2013, and run through December 31, 2015, unless this Lease and the IGA are earlier terminated or the term of this Lease and the IGA are extended by amendments executed by Denver and Sheridan (“Term”).

EXHIBIT D

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

4. **INSURANCE.** Sheridan 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. Denver acknowledges that it is self-insured pursuant to the Colorado Governmental Immunity Act, sections 24-10-101 et seq., CRS.

5. **COMPLIANCE WITH LAWS.** Denver and Sheridan 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 Sheridan's prior written consent, which Sheridan may withhold in its sole discretion, Denver will neither assign this Lease in whole or in part nor sublease all or part of the Leased Premises.

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

8. **SHERIDAN'S ACCESS.** Sheridan, 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 for the Building. Sheridan 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 Sheridan to provide, (c) post notices of nonresponsibility or similar notices, or (d) make repairs which this Lease requires Sheridan to make; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to Denver as reasonably possible. Sheridan will at all times have a key with which to unlock all of the doors in the Leased Premises (excluding Denver's vaults, safes, and similar areas). Sheridan will have the right to use any means Sheridan 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 Sheridan 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 Denver from the Leased Premises. During the time of entry by Sheridan on the Leased Premises, Sheridan shall be responsible for providing for the security of the Leased Premises against unlawful entry by third parties and against unlawful activities by third parties on the Leased Premises.

EXHIBIT D

9. **COVENANT OF QUIET ENJOYMENT.** So long as Denver pays the rent and materially performs the obligations in this Lease, Denver's possession of the Leased Premises will not be disturbed by Sheridan, or anyone claiming by, through or under Sheridan.

10. **UTILITIES, REPAIRS, AND MAINTENANCE.** Sheridan shall furnish or cause to be furnished water, sewer, electricity and gas (the "Utilities") sufficient to meet Denver's needs at the Leased Premises. Utilities shall be billed to and paid by Sheridan. Denver shall not be responsible for any repairs or maintenance of the Building or its mechanical systems, which shall remain the responsibility of the Sheridan. Denver shall be responsible for the maintenance of its own equipment and for fire-specific fixtures such as the exhaust extraction system, and for cleaning and custodial duties within the Leased Premises. Any financial obligations of Denver under this Lease shall extend only to monies appropriated for the purpose of this Lease by the Denver City Council, and paid into the City Treasury for the purposes of this Lease.

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.

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 Sheridan nor Denver 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 Sheridan or Denver.

c. Joint Advisory Board. Sheridan and Denver shall comply with the provisions of Section 11 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 Lease through its duly designated representatives. Sheridan, by and through its City Manager, and Denver, 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.