

Loveland Fire Rescue Authority Board Meeting



Station 2
3070 W. 29th Street
Community Room
Loveland, Colorado 80537
Wednesday, July 27, 2016

1:30 PM



Loveland Fire Rescue Authority (LFRA) Board Meeting Agenda
Station 2, 3070 W 29th Street
Community Room
Loveland, Colorado 80537
Wednesday, July 27, 2016
1:30 PM

The Loveland Fire Rescue Authority (LFRA) is committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. LFRA contracts with the City of Loveland for assistance with translation, discrimination concerns, and Americans with Disabilities Act accommodations. Please contact the City of Loveland Title VI Coordinator at TitleSix@cityofloveland.org or [970-962-2372](tel:970-962-2372) for translation services and discrimination concerns. LFRA will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City of Loveland ADA Coordinator at bettie.greenberg@cityofloveland.org or [970-962-3319](tel:970-962-3319).

La Autoridad de Rescate de Incendios de Loveland (LFRA, por sus iniciales en inglés) se compromete a proveer oportunidades equitativas para servicios, programas, y actividades, y no discrimina basándose en discapacidades, raza, edad, color, origen nacional, religión, orientación sexual, o género. La LFRA tiene contratos con la Ciudad de Loveland para recibir asistencia para traducciones, en caso de preocupaciones de discriminación, y de acomodaciones de la Ley de Americanos con Discapacidades. Por favor comuníquese con el Coordinador del Título VI de la Ciudad de Loveland en TitleSix@cityofloveland.org o al 970-962-2372 si necesita servicios de traducción o tiene preocupaciones de discriminación. La LFRA organizará acomodaciones razonables para ciudadanos de acuerdo con la Ley de Americanos con Discapacidades (ADA, por sus iniciales en inglés). Si desea más información acerca de la ADA o acerca de las acomodaciones, por favor comuníquese con la Coordinadora de la Ciudad de Loveland en bettie.greenberg@cityofloveland.org o al 970-962-3319.

Wireless access: COLGuest, accesswifi

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AWARDS AND PRESENTATIONS

PUBLIC COMMENT

CONSENT AGENDA

Anyone in the audience will be given time to speak to any item on the Consent Agenda. Please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. You will be given an opportunity to speak to the item before the Board acts upon it.

Public hearings remaining on the Consent Agenda are considered to have been opened and closed, with the information furnished in connection with these items considered as the only evidence presented. Adoption of the items remaining on the Consent Agenda is considered as adoption of the staff recommendation for those items.

Anyone making a comment during any portion of today's meeting should come forward state your name and address for the record before being recognized by the Chair. Please do not interrupt other speakers. Side conversations should be moved outside the meeting room. Please limit your comments to no more than five minutes.



Loveland Fire Rescue Authority (LFRA) Board Meeting Agenda
 Station 2, 3070 W 29th Street
 Community Room
 Loveland, Colorado 80537
 Wednesday, July 27, 2016
 1:30 PM

1. Consider a Motion to Approve the Minutes from the Loveland Fire Rescue Authority Board for the June 29, 2016 Regular Board Meeting.
2. Consider the Approval of the Hazard Mitigation Plan.
3. Review the 2017 Second Quarter Budget Biz.

End of Consent Agenda

REGULAR AGENDA

Anyone who wishes to address the Board on any item on this part of the agenda may do so when the Chair calls for public comment. All public hearings are conducted in accordance with Board By-Laws. When Board is considering approval, the Authority's By-laws only requires that a majority of the Board quorum be present to vote in favor of the item.

4. Consider Approval of the Fourth Amendment to the Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity Between the City of Loveland and the Loveland Rural Fire Protection District Concerning the Lease and Transfer of Real and Personal Property to the Authority.
5. Review New Drafts of the Omnibus Bills of Sale and the Facilities Leases.
6. Discuss the Conceptual Overview of New Station Location, Timing and Funding.
7. Review Briefing Papers and Correspondence.
 - a. Chief's Report
 - b. Letters
 - c. June Statistics
8. Any Other Business for Board Consideration.
9. Executive Session Pursuant to C.R.S. 24-6-402(4)(f) to Discuss Personnel Matters Concerning the Annual Fire Chief Performance Evaluation.

ADJOURN

Agenda Item Cover

Item No.: 1

Meeting Date: July 27, 2016

Prepared By: Renee Wheeler, Administrative Director



TITLE

Consider a Motion to Approve the Minutes from the June 29, 2016 Loveland Fire Rescue Authority (LFRA) Regular Board Meeting

EXECUTIVE SUMMARY

The attached documents, prepared by Roylene Sterkel and edited by outside attorneys, are a record of the June 29, 2016 regular meeting of the LFRA Board. The document details the discussions at the meeting including: the consent agenda (minutes and the revisions to the administrative regulations for gifts, business meals and food, travel, purchasing, capital fixed assets, and firearms in the workplace; discussion of fire permit fee waivers for Bent Tree Church and Silverleaf II Apartments; and a supplemental appropriation for grant awards); a discussion about the conversion of part time firefighters to full time fighters, a review of draft station lease and bills of sale for equipment; the Chief's report (including an overview of the Hazard Mitigation Plan) and an executive session related to the Fire Chief's performance evaluation.

BACKGROUND

Standard meeting protocol

STAFF RECOMMENDATION

Approve as written

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

N/A

ATTACHMENTS

June 29, 2016 Minutes



Loveland Fire Rescue Authority Board Meeting Minutes
Wednesday, June 29, 2016
3070 W. 29th Street, Loveland
1:30 p.m.

Members Present:

Board Chairman Jeff Swanty, Loveland Rural Fire Protection District
Vice Chairman Cecil Gutierrez, City of Loveland Mayor
Director Bill Cahill, Loveland City Manager
Director Dave Legits, President of the Loveland Rural Fire Protection District

Members Absent:

Director John Fogle, City of Loveland Council Member

Staff Present:

Loveland Rural Fire Protection District ("Rural Board") Secretary Greg White
Fire Chief Mark Miller
Public Safety Administrative Director Renee Wheeler
Division Chief Ned Sparks
Division Chief Greg Ward
LFRA Captain Pat Mialy
Business Services Coordinator Roylene Sterkel
Dino Ross, Legal Counsel to the Authority

Visitors:

Human Resource Director Julia Holland
Fire Rescue Advisory Commissioner Paul Pfeiffer
Fire Rescue Advisory Commissioner Jon Smela
Rural Board Vice-President Mike McKenna

Call to Order:

Chairman Swanty called the Loveland Fire Rescue Authority ("LFRA") Board meeting to order on the above date at 1:30 p.m.

Awards and Presentations:

Chief Miller presented a plaque to City Manager Bill Cahill for his years of service on the LFRA Board and to the City of Loveland.

Public Comment:

None

Consent Agenda:

1. Consider a Motion to Approve the Minutes from the LFRA May 25, 2016 Regular Board Meeting.
2. Consider Administrative Regulation Updates:
 - a. Gifts
 - b. Business Meals and Food
 - c. Travel
 - d. Purchasing
 - e. Capital Fixed Assets
 - f. Firearms in the Workplace
3. Consider Fee Waivers for Bent Tree Church and Silverleaf II Apartments
4. Consider a Supplemental Appropriation for Grant Awards

Administrative Director Wheeler asked to pull Item 2.a “Gifts” for further discussion. Administrative Director Wheeler said after comparing the proposed Administrative Regulation and the LFRA’s “Recognition of Personnel When Separating from LFRA” policy, it was determined that the dollar amounts needed to be consistent. In order to meet that goal, Administrative Director Wheeler recommended that the Gift Administrative Policy be changed to read “An employee in good standing working three (3) to ten (10) years is eligible for a \$75 gift. After 10 to 20 years of service the gift limit is \$10 per year of service up to \$200. 20 or more years of service will be eligible for \$20 for each year of service, up to a maximum of \$600”.

Director Legits said the two policies need to be in line and consistent with each other so he agrees with the change. Chairman Swanty asked if the amounts are consistent with that given by City departments. Administrative Director Wheeler said the LFRA amounts would be a little more than the City Administrative Regulation allows.

Director Legits moved to revise the LFRA "Gifts" Administrative Regulation as recommended by Administrative Director Wheeler. Vice Chairman Gutierrez seconded the motion and it carried unanimously.

Chairman Swanty asked about item 1 on the Consent Agenda as far as the title of Chairman vs. President, since at the last LFRA Board meeting, Director Fogle had moved to make the title President. Attorney Ross reminded the Board that during the last Board meeting he had reviewed the Establishing IGA and had advised the Board that the IGA established the office of “Chairman” rather than “President”; in order to

stay consistent with the IGA, the title should remain “Chairman”. The consensus of the Board was to leave the title as “Chairman”.

Director Legits moved to approve the consent agenda without item 2.a, Gifts, which was pulled from the consent agenda. Vice Chairman Gutierrez seconded the motion and it carried unanimously.

Regular Agenda:

5. Discuss a Proposal to be Included in the 2017 Budget Process Relative to the Conversion of Part-time Firefighters to Full Time Firefighters.

Chief Miller shared a Power Point presentation that gave three options related to the conversion of part-time Firefighters to full time Firefighters as part of the 2017 budget proposal. Chief Miller reported that the information was presented to the Fire Rescue Advisory Commission (FRAC) at their last meeting. Staff is not looking for a vote from the LFRA Board at this time but wanted the Board to see the presentation prior to it going to the budget sub-committee in July.

Chief Miller talked about the history of the part-time Firefighter program and how from 2014-2016 the part-time Firefighter program seems to be a revolving door, as LFRA loses the part-time Firefighters to full-time positions in LFRA or other departments that hire them. In the last 2 years, LFRA has held seven Assessment Centers for new part-time Firefighters with approximately 250-275 hours yearly going into the process, which include overtime costs of approximately \$25,000 a year. Chief Miller said there are concerns about citizen service and Firefighter safety that can affect decision making because of the turnovers.

The presentation included three options:

- Option 1 Convert all part time firefighters to full time in 2017 - \$85,463
- Option 2 Convert all part time firefighters to full time over 2 years - \$91,155
- Option 3 Retain all part time firefighters and accelerate the remaining rovers in the ten year plan - \$149,307

Vice Chairman Gutierrez asked what happens in 2019 with the new Fire Station 7 plans. Chief Miller said the funding and need for Station 7 is uncertain at this time, so it may not impact the numbers at all. Vice Chairman Gutierrez said that, looking at the chart options, he doesn't feel like option 3 is a viable option. Chairman Swanty said the Board and staff need to compare option 1 and 2 to the Strategic Plan and determine how the Strategic Plan would be affected by the selection of one option or the other. He believes in full-time personnel in emergency responses.

FRAC member Jon Smela addressed the Board and reported that evaluating the conversion options was a great training tool for FRAC. The FRAC members all agreed

that people are the most important asset and the conversion would be a worthwhile use of funds. He said FRAC believes in vision and strategy and the strategic plan will need to evolve with time. FRAC member Paul Pfeiffer said that LFRA may be limiting its effectiveness with part time firefighters and nothing positive comes from limitations.

Director Cahill had some questions about some of the numbers on the chart that was provided in the presentation. He noted that some of the numbers declined in upcoming years. Vice Chairman Gutierrez asked if the City share includes previous years, and commented that he expects City Council will have concerns about the numbers as well.

Administrative Director Wheeler said it appears that some of the formulas did not get updated on the chart and she will work on getting those fixed. Vice Chairman Gutierrez asked her to resend the chart once the numbers have been verified. Director Cahill said he would like the information to go to the budget sub-committee once the numbers are confirmed.

6. Review New Drafts of the Facilities Leases and Omnibus Bills of Sale.

Attorney Ross reviewed the revisions to the Fire Stations Leases and the Omnibus Bills of Sale requested by the Board at the last meeting. He also noted a few proofreading/editing changes that were made. Attorney Ross also reviewed the proposed lease for the City's Training Facility. He asked the Board whether the City or LFRA will be responsible for the costs associated with the retention pond project, which is identified in Article V, Section 6 of the Training Facility lease. Chief Miller stated that cleaning up the old pond will be the responsibility of the City of Loveland (Landlord), but he's not sure who will be responsible for the costs associated with the new retention pond. Director Cahill said the reference to the new retention pond can be taken out of the lease because that's a different City project.

Attorney Ross also review the proposed Fire Administration Office lease with the City, noting that while a number of the provisions are the same as were used in the Fire station leases, the provisions relating to real property were removed and replaced with provisions typically found in a lease of only office space. The Board requested that the Fire Administration Office lease be revised to change the parking space reservation from "First Come" basis to "currently designated spaces and others spaces on a first come basis", since there currently are some designated LFRA parking spaces at the Fire Administration Building (Fire Station 1). Attorney Ross stated that, like the Fire Station leases, the technology systems and equipment have been included in the Fire Administration Office lease. The Board requested that the reference to facsimiles be changed to fax/copy machine since that is what LFRA uses.

Attorney Ross asked about who will be responsible to pay the Insurance on the leased premises. Administrative Director Wheeler said it will be the responsibility of the Landlord.

Attorney Ross said that the Fire Stations leases are ready for review by the City and the Rural District Board. He and Attorney Powell will finalize the Training Facility lease and the Fire Administration Office lease to incorporate the changes discussed with the Board.

7. Review Briefing Papers and Correspondence.

Chief Miller talked about the **Pension Board** possibly bringing to the LFRA Board a new proposal relative to defined contribution amounts. The Pension Board is continually reviewing retirement options and trying to help firefighters plan for their future retirement. The process it is looking at would be similar to the one that Loveland Police took to City Council. Vice Chairman Gutierrez said that City Council had many issues and concerns with the presentation that the Police gave. Director Cahill said City Council has not yet approved the Police proposal. Vice Chairman Gutierrez said the Pension Board needs to make sure all of their numbers are correct if they bring such a presentation to the LFRA Board.

Chief Miller reminded everyone of the **4th of July breakfast** to be held at Fire Station 2 on Monday, July 4th.

Chief Miller reported that **Steve Adams** has been named as the new City Manager.

Chief Miller said LFRA is in the process of **billing for services** for a couple fairly large hazmat incidents.

8. Any Other Business for Board Consideration.

Captain Pat Mialy shared information about a new **Multi-Jurisdictional Hazard Mitigation Plan**. There were 18 jurisdictions that participated in developing a single county wide Hazard Mitigation Plan (HMP). The plan includes requirements set forth by the Federal Emergency Management Agency (FEMA) and the Colorado Division of Homeland Security and Emergency Management in order for the City and Larimer County to be eligible for funding and technical assistance. Chief Miller said the Plan will be going before City Council at an upcoming meeting. Captain Mialy said a Mitigation Master Plan is currently being worked on.

No further items were discussed and Chairman Swanty recessed the regular Board meeting at 3:20 p.m.

Executive Session Pursuant to C.R.S. 24-6-402(4)(f) to Discuss Personnel Matters Concerning the Annual Fire Chief Performance Evaluation.

Chairman Swanty moved that the LFRA Board go into executive session, as authorized in CRS §24-6-402(4) (f) and the LFRA Bylaws. Vice Chairman Gutierrez seconded the motion and it carried unanimously.

Chairman Swanty stated that this executive session will concern the following matters as authorized by the following sections of the Colorado Open Meetings Law:

- Personnel matters pursuant to CRS § 24-6-402(4) (f) and LFRA Bylaws section 4(e) specific to the annual Fire Chief Performance evaluation.

The LFRA Board went into Executive Session at 3:25 p.m.

The LFRA Board came out of the Executive Session at 4:34 p.m. and went back into regular session.

Vice Chairman Gutierrez made a motion for resolution of 3.5% merit increase for the Fire Chief to be brought back to the LFRA Board at the next regularly scheduled board meeting. The motion was unanimously approved by the board.

Vice Chairman Gutierrez moved to adjourn the regular meeting. Director Legits seconded the motion and it carried unanimously. The meeting was adjourned at 4:40 p.m.

The foregoing minutes, having been approved by the LFRA Board of Directors and constitute the official minutes of the meeting held on the date stated above.

Jeff Swanty, Chairman

Roylene Sterkel, Secretary

Agenda Item Cover

Item No.: 2

Meeting Date: July 27, 2016

Prepared By: Renee Wheeler, Administrative Director



TITLE

A Resolution Adopting 2016 Larimer County Multi-Jurisdictional Hazard Mitigation Plan

EXECUTIVE SUMMARY

Emergency Managers throughout Larimer County have collaborated to develop a single county wide Hazard Mitigation Plan (HMP) for responding to disasters and preventing losses in future occurrences. The plan includes requirements set forth by the Federal Emergency Management Agency (FEMA) and the Colorado Division of Homeland Security and Emergency Management in order for the City and Larimer County to be eligible for funding and technical assistance from state and federal hazard mitigation programs.

BACKGROUND

The 2016 Larimer County Multi-Jurisdictional Hazard Mitigation Plan (HMP) is the County's and City's primary document that describes measures identified:

- to protect life and property by reducing the potential for future damages and economic losses that result from natural hazards;
- to qualify for additional grant funding, in both the pre-disaster and post-disaster environment;
- to provide quick recovery and redevelopment following future disasters;
- to integrate other existing and associated local planning documents;
- to demonstrate a firm local commitment to hazard mitigation principles; and
- to comply with state and federal legislative requirements tied to local hazard mitigation planning.

The plan update was coordinated by Larimer County with participation from all participating entities in an effort to improve consistency throughout the County, maximize the efficiency for deploying resources in the County and minimize the administrative burden of generating the required plan in each community. The updated HMP incorporated strategies to address the findings the Urban Land Institute Report that was generated after the 2013 flood. The primary changes from the last approved plan include:

- the inclusion of additional Larimer County communities (previously only Loveland, Fort Collins and Estes Park, now more than dozen communities);
- the document includes an archive of disasters and incidents that have occurred since the last version of the plan; and
- new vulnerability assessments of identified hazards.

The HMP will be updated and maintained to continually address the natural hazards determined to be of high and moderate risk as defined by the local hazard, risk, and vulnerability summary. Other natural hazards will be evaluated during future updates of the HMP to determine if they warrant additional attention to reduce their impact. The HMP will be updated and FEMA approved within its five-year expiration date.

Agenda Item Cover

Item No.: 2

Meeting Date: July 27, 2016

Prepared By: Renee Wheeler, Administrative Director



STAFF RECOMMENDATION

Approve the resolution adopting the plan as written

FINANCIAL/ECONOMIC IMPACTS

Not applicable

ASSOCIATED STRATEGIC GOALS

Deliver cost effective services.

ATTACHMENTS

Resolution

Here is a temporary public site for the HMP:

<https://eftp.mbakerintl.com/link/r2USy2I9obi8cmcUDuYdOB>

This is a very long document and packet inclusion in print form isn't feasible.

RESOLUTION # R-067

**A RESOLUTION APPROVING AND ADOPTING THE
LARIMER COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, in accordance with section C.R.S. §29-1-203 governmental entities may cooperate or contract one with another to provide any function, service or facility lawfully authorized to each of the respective units of governments; and

WHEREAS, in accordance with C.R.S. §29-1-201, governmental entities are permitted and encouraged to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, Loveland Fire Rescue Authority (“Authority”) and Larimer County are independent governmental entities duly organized and existing in accordance with Colorado law and are called upon to respond to emergency hazards contained within their respective jurisdictions; and

WHEREAS, the Authority recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, adoption of Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the Authority is located within Larimer County and the City of Loveland Planning Area, and fully participated in the mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Colorado Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency, Region VIII officials have reviewed the Multi-Hazard Mitigation Plan and approved it contingent upon official adoption by the participating governments and entities; and

WHEREAS, it is the intent and desire of the Authority to adopt the Multi-Hazard Mitigation plan in the interest of the health, safety and welfare of the greater Loveland area residents; and

WHEREAS, the LFRA Board finds that it is in the best interests of the LFRA and the citizens served to adopt the “Larimer County Multi-Hazard Mitigation Plan” attached hereto as **Exhibit A** and incorporated by reference (the “Plan”).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOVELAND FIRE RESCUE AUTHORITY AS FOLLOWS:

Section 1. That the Plan as set forth in Exhibit A is hereby adopted.

Section 2. That the Fire Chief is hereby authorized and directed to submit this resolution adopting the Plan to the Colorado Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency, Region VIII officials to secure final approval of the Multi-Hazard Mitigation Plan.

Section 3. That this Resolution shall go into effect as of the date and time of its adoption.

ADOPTED this 27th day of July, 2016.

Jeffrey M. Swanty, Chairperson

Mark Miller, Fire Chief

ATTEST:

Secretary

Agenda Item Cover

Item No.: 3

Meeting Date: July 27, 2016

Prepared By: Renee Wheeler, Public Safety Administrative Director



TITLE

2016 Second Quarter Budget Report – *Budget Biz*

EXECUTIVE SUMMARY

The 2016 second quarter budget report is submitted for the Board's review of the LFRA budget performance. It is intended to report all resources committed to the Fire Authority operations and capital. There are three sections of the report the Budget Status, Other Budgeted Resources, and In the Works.

BACKGROUND

The *Budget Biz* report is intended to highlight budget performance and issues that influence the resources available to deliver the mission of the LFRA. The primary audience is the LFRA Board, but it is available to the public. It is currently on the LFRA Board page of the website. It is designed as a three section report. The *Budget Status* section of the report highlights the comparisons of the budget to actual revenues and expenditures in the Fire Authority Fund. The *Other Budgeted Resources* section highlights other resources within the City that are appropriated for Fire. The *In the Works* section highlights processes that are necessary to secure resources for the Fire Authority and features initiatives or major purchases that are not yet complete but impact the budgetary comparisons in future reports.

The budget to actual comparisons for revenues and expenditures in the Fire Authority Fund are presented at 50% of 2016. Revenues in the Fire Authority Fund are at 63% of the annual budget, compared to 43% last year. Expenditures in the Fire Authority Fund are at 52% of the annual budget, compared to 49% last year.

STAFF RECOMMENDATION

Information Only

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

Deliver cost effective services.

ATTACHMENTS

Quarterly Budget Report – *Budget Biz*

2016



Budget Biz

Quarter 2 (April - June), Issue 14

Welcome to the fourteenth issue of the quarterly budget report for the Loveland Fire Rescue Authority (LFRA). This report is designed to provide information related to fiscal accountability. It is available on the website and accessible to anyone that is interested. It is designed to assist the LFRA Board with monitoring the budget status for all resources that assist with delivering service to the citizens of the City of Loveland and the Loveland Rural Fire Protection District.



There are three sections of the report: LFRA Budget Status, Other Resources, and In the Works. The Budget Status section will highlight the budget status for revenues and expenditures for the Fire Authority Fund from year to date, through June, 2016. The expenditures will be presented by program and account category at the department level. Each of these financial presentations include variance explanations when the current percentage of the total budget is significantly different from the percentage of the year (i.e., second quarter is 50% of the year). There are resources outside of the Fire Authority Fund that are critical to our service delivery mission. The Other Resources section is devoted to highlighting the status of budgets that are outside of the Fire Authority Fund. The next section of the report provides status information on the various processes used to develop long term and short term operational and capital planning. It is also intended to highlight significant financial transactions or strategies that the department is working on to advance the strategic plan and deliver cost effective services.



Quarter 2 at 50% of 2016

- 63% of the revenue budget has been collected to date compared to 43% last year for the same timeframe.
- 52% of the expenditure budget has been spent compared to 49% last year for the same timeframe.
- LFRA Maturation continues: contract management, purchasing responsibility, revising Administrative Regulations, transferring the Fleet fund to LFRA.
- LFRA hosted Kill the Flashover West in June; it was a huge success.
- Grant projects are ongoing related to firefighter safety (bunker gear, extra hoods, helmets, and gloves, fitness evaluations), and community preparedness (mitigation study and master plan and disaster recovery plan).
- Training Center Annexation is complete, design is ongoing.
- Radio Communication Monopole Tower construction is complete.
- Recruitment and training continue to be a primary emphasis.

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Through commitment, compassion and courage, the mission of the Loveland Fire Rescue Authority (LFRA) is to protect life and property.

2016

LFRA Budget Status - Revenue

Loveland Fire Rescue Authority

Budget Revenue Report

Quarter Ending 6/30/2016, 50% of the Year

Segments/Accounts	Total Budget	YTD Rev*	Total Variance	Total % Uncollected	Total % Collected
Investment Activity as a % of the Total City Investment Pool					
Interest On Investments	\$1,500.00	\$8,451.82	-\$6,951.82	-463.46	563.46
Gain/Loss On Investments	1,500.00	428.36	1,071.64	71.44	28.56
SubTotal : Investment Activity	\$3,000.00	\$8,880.18	-\$5,880.18	-196.01	296.01
223 : Community Safety					
Special Events (1)	28,900.00	21,756.00	7,144.00	24.72	75.28
Miscellaneous	0.00	600.84	-600.84	0.00	100.00
Fire Permit & Inspection	0.00	12,775.00	-12,775.00	0.00	100.00
Building	58,400.00	26,981.98	31,418.02	53.80	46.20
Contractor (2)	5,400.00	3,625.00	1,775.00	32.87	67.13
Fire Permit & Inspection (2)	55,930.00	14,805.06	41,124.94	73.53	26.47
Firework Stand Review (3)	12,350.00	12,400.00	-50.00	-0.41	100.41
Rural Fire Inspection Fee (4)	27,000.00	49,466.42	-22,466.42	-83.21	183.21
Planning Filing Fees	0.00	31.00	-31.00	0.00	100.00
SubTotal Community Safety	\$187,980.00	\$129,666.30	\$58,313.70	31.02	68.98
224 : Station Operations					
State Grant (5)	0.00	2,850.00	-2,850.00	0.00	100.00
Standby Reimbursements (Misc)	0.00	420.00	-420.00	0.00	100.00
Refunds /Rebates (6)	9,975.00	3,624.31	6,350.69	63.67	36.33
Academy Training (10)	8,000.00	40,434.00	-32,434.00	-405.43	505.43
Gifts/Donations	0.00	800.00	-800.00	0.00	100.00
SubTotal Station Operations	\$17,975.00	\$48,128.31	-\$30,153.31	-167.75	267.75
225 : Technical Response and Systems					
Other (ARFF) (11)	22,000.00	14,541.83	7,458.17	33.90	66.10
SubTotal Technical Response and Systems	\$22,000.00	\$14,541.83	\$7,458.17	33.90	66.10
227 : Administration					
Federal Grants (7)	165,000.00	0.00	165,000.00	100.00	0.00
Other	0.00	0.00	0.00	0.00	100.00
Contribution - Rural Fire District	2,358,664.00	1,330,814.00	1,027,850.00	43.58	56.42
Insurance Recoveries	0.00	1,321.54	-1,321.54	0.00	100.00
Contribution - Loveland (8)	10,585,929.00	6,925,662.00	3,660,267.00	34.58	65.42
Refunds /Rebates (9)	45,000.00	0.00	45,000.00	100.00	0.00
Transfer from Employee Benefits Fund (12)	1,700.00	1,700.00	0.00	0.00	100.00
SubTotal Administration	13,156,293.00	8,259,497.54	4,896,795.46	37.22	62.78
Grand Total (13)	\$13,387,248.00	\$8,460,714.16	\$4,926,533.84	36.80	63.20

*YTD = Year to Date, Rev = Revenue

Revenue Variance Explanations



Variance Explanations - Revenue

(1) Special Events

Budweiser Event Center Standby.

(2) Contractor

Contractor fees and Permit/Inspection fees are a function of building activity.

(3) Firework Stand Review

Firework Stand Review fees are a one time activity during 4th of July.

(4) Rural Fire Inspection Fee

Rural Fire Inspection Fees are a function of building activity. Two substantial projects in the 2nd quarter made up 59% of the second quarter revenue.

(5) State Grant

Grant received to offset some of the cost for physical fitness evaluations conducted by Colorado State University.

(6) Refunds / Rebates

The budget is for the Department of Local Affairs reimbursement of the Health and Circulatory Trust Premium for Full Time Firefighters. That premium will come due later in the year (timing corresponds to the State's fiscal year). The amount received to date is for insurance reimbursement of salaries paid on an employee out on workers compensation.

(7) Federal Grants

The budget is the re-appropriation of the Community Development Block Grant - Disaster Recovery Plan and Mitigation Study and Master Plan.

(8) Contribution - Loveland

Contribution from City of Loveland includes advance in January per Intergovernmental Agreement.

(9) Refunds / Rebates - Admin

The budget is related to Pension Fund revenue that is the expected remaining balance from fees ICMA charges the plan and the cost to deliver services. It is appropriated to cover the cost of Pension Committee training, legal services and the Innovest contract to monitor investments.

(10) Academy Training

The budget was projected low because it was believed that new training centers that opened in the area would take some of the activity. That has not been the case.

(11) Other (ARFF)

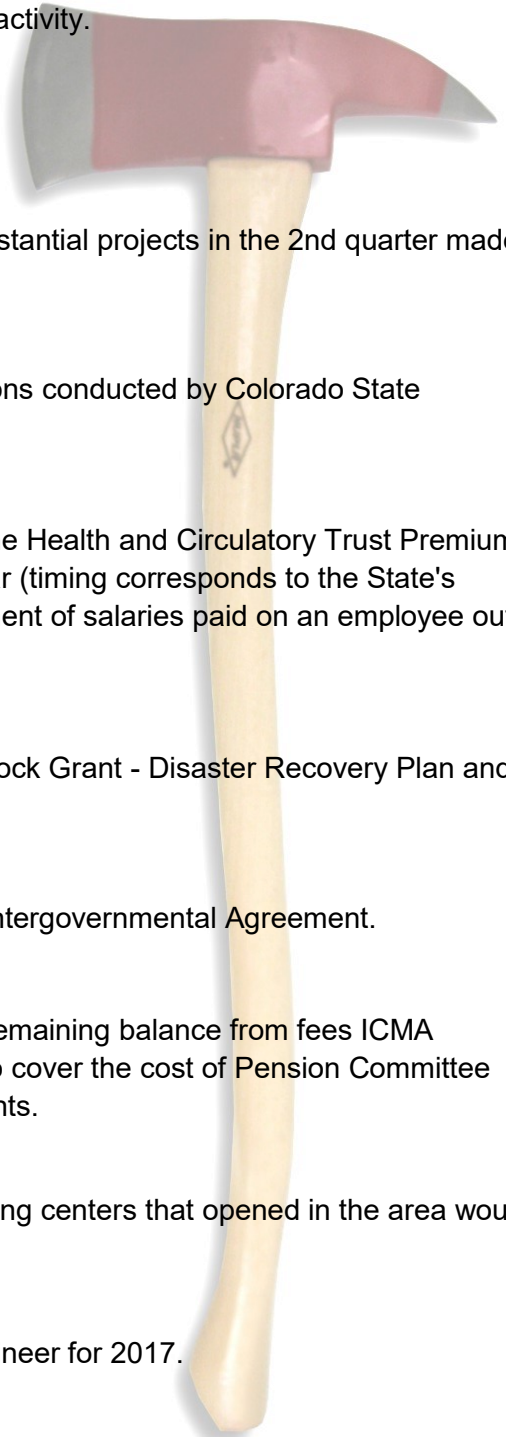
This represents the City of Fort Collins contribution for the ARFF Engineer for 2017.

(12) Transfer from Employee Benefits Fund

Pension Administration revenue from ICMA in the City Employee Benefits Fund after year end that needed to be transferred to the new LFRA Pension Administration Fund.

(13) Grand Total

63% of the revenue budget has been collected to date compared to 43% last year for the same timeframe.



LFRA Budget Status - Expenditures

Loveland Fire Rescue Authority Authorized Spending Report by Division and Program Quarter Ending 6/30/2016, 50% of the Year

Segments	Total Budget	*YTD Exp	*YTD Enc	Total Available	Total % Available	Total % Spent
Community Safety						
Prevention	\$174,983.00	\$82,673.74	\$165.48	\$92,143.78	52.66	47.34
Business Inspections	135,580.00	67,574.69	0.00	68,005.31	50.16	49.84
Permitting & Development Review	476,301.00	227,514.12	1,349.96	247,436.92	51.95	48.05
SubTotal Community Safety	\$786,864.00	\$377,762.55	\$1,515.44	\$407,586.01	51.80	48.20
Station Operations						
General Station Operations	8,037,428.00	3,989,924.84	5,887.81	4,041,615.35	50.29	49.72
Training	121,730.00	37,793.93	19,156.21	64,779.86	53.22	46.78
Quartermaster	138,172.00	31,984.92	40,000.98	66,186.10	47.90	52.10
Station 1	13,110.00	4,368.60	190.91	8,550.49	65.22	34.78
Station 2 (1)	8,270.00	5,827.73	26.97	2,415.30	29.21	70.79
Station 3	6,690.00	1,859.25	268.76	4,561.99	68.19	31.81
Station 5	6,680.00	1,864.57	0.00	4,815.43	72.09	27.91
Station 6	8,740.00	4,861.61	348.53	3,529.86	40.39	59.61
Health/Safety (2)	75,762.00	43,824.92	25,785.47	6,151.61	8.12	91.88
SubTotal Station Operations	\$8,416,582.00	\$4,122,310.37	\$91,665.64	\$4,202,605.99	49.93	50.07
Technical Response and Systems						
Special Operations	70,820.00	20,201.70	8,171.80	42,446.50	59.94	40.06
Wild Land	12,620.00	7,432.49	0.00	5,187.51	41.11	58.90
Emergency Medical Service (3)	30,243.00	12,829.17	10,662.26	6,751.57	22.32	77.68
Tac Fire (4)	10,163.00	226.67	0.00	9,936.33	97.77	2.23
Aircraft Rescue and Firefighting (5)	11,980.00	1,806.24	0.00	10,173.76	84.92	15.08
Technical Response and Systems	\$135,826.00	\$42,496.27	\$18,834.06	\$74,495.67	54.85	45.15
Equipment Maint & Replacement						
Communications / Telephone (6)	244,964.00	115,617.19	66,905.61	62,441.20	25.49	74.51
Hoses (7)	29,366.00	14,017.88	10,880.00	4,468.12	15.22	84.79
Ladders (8)	6,812.00	182.78	8,500.00	-1,870.78	-27.46	127.46
Self Contained Breathing Apparatus (9)	50,885.00	31,102.50	2,257.19	17,525.31	34.44	65.56
Thermal Imaging (10)	21,320.00	20,675.10	158.97	485.93	2.28	97.72
Computer Equipment (11)	108,525.00	51,237.57	18,980.00	38,307.43	35.30	64.70
Vehicles and Apparatus	1,067,011.00	558,010.98	65.94	508,934.08	47.70	52.30
Small Engines (12)	4,000.00	2,640.91	73.92	1,285.17	32.13	67.87
Equipment Maint & Replacement	\$1,532,883.00	\$793,484.91	\$107,821.63	\$631,576.46	41.20	58.80
Administration						
Emergency Management (13)	393,175.00	102,096.16	152,900.10	138,178.74	35.14	64.86
Administration	2,075,218.00	1,111,506.46	24,801.63	938,909.91	45.24	54.76
Fire Retirement Admin (14)	45,000.00	17,712.50	12,839.50	14,448.00	32.11	67.89
SubTotal Administration	\$2,513,393.00	\$1,231,315.12	\$190,541.23	\$1,091,536.65	43.43	56.57
Grand Total (15)	\$13,385,548.00	\$6,567,369.22	\$410,378.00	\$6,407,800.78	47.87	52.13

*Exp = Expenditures; Enc = Encumbrance (ordered, not yet paid); YTD = Year to Date

Expenditure Variance Explanations



Variance Explanations - Expenditures

(1) Station Two

Station 2 stocked up on supplies for the year.

(2) Health / Safety

The annual contract for Peer Support Psychologist is encumbered.

(3) Emergency Medical Services

The annual contract for the Physician Advisor is encumbered.

(4) Tac Fire

The Special Operations Teams haven't ordered any of their replacement equipment yet, which represents 54% of that budget.

(5) Aircraft Rescue & Firefighting

The office set up hasn't been charged yet and the training has not been offered yet.

(6) Communications / Telephone

Many of the communication replacements have been purchased. The encumbrance is for replacement radios.

(7) Hoses

Many of the hose replacements have been purchased.

(8) Ladders

Encumbrance is for Ladder Testing and a budget transfer has been made to cover the shortage in July.

(9) Self Contained Breathing Apparatus

Scheduled replacement cylinders have been purchased.

(10) Thermal Imaging

Scheduled replacement Thermal Imaging Cameras have been purchased.

(11) Computer Equipment

Annual service contracts for Telestaff and VisiNet have been paid. Encumbrance is for Telestaff upgrade.

(12) Small Engines

New saw for Rescue 2.

(13) Emergency Management

Mitigation Master Plan and Disaster Recovery Plan account for \$165,000 of expenditures and encumbrance. Encumbrance for EOC radio upgrades.

(14) Fire Retirement Admin

The budget is related to Pension Fund revenue that is the expected remaining balance from fees ICMA charges the plan and the cost to deliver services. It is appropriated to cover the cost of Pension Committee training, legal services and the Innovest contract to monitor investments.

(15) Grand Total

52% of the expenditure budget has been spent compared to 49% last year for the same timeframe.



Authorized Spending Report

Loveland Fire Rescue Authority Authorized Spending Report by Account Class Quarter Ending 6/30/16, 50% of the Year

Segments	Total Budget	*YTD Exp	*YTD Enc	Total Available	Total % Available	Total % Spent
Personal Services	\$9,121,301.00	\$4,952,454.33	\$0.00	\$4,168,846.67	45.71	54.30
Supplies	467,988.00	195,011.64	60,072.21	212,904.15	45.49	54.51
Purchased Services	3,391,377.00	1,797,626.29	247,173.21	1,346,577.50	39.71	60.29
Capital Outlay	404,882.00	154,220.32	88,221.57	162,440.11	40.12	59.88
Grand Total (1)	\$13,385,548.00	\$7,099,312.58	\$395,466.99	\$5,890,768.43	44.01	55.99

*Exp = Expenditures; Enc = Encumbrance; YTD = Year to Date

(1) Grand Total

The total expenditures are within the range that would be expected at 50% of the year including the many encumbrances. The encumbrances are for the annual contract for 50% of the Peer Support Psychologist, the annual contract for the Emergency Medical Services Physician Advisor, the Motorola radio maintenance contract, the ladder testing contract, the annual legal services contract, the Innovest pension investments monitoring contract, the mitigation study and master plan contract, the disaster recovery plan contract, Emergency Operations Center radio equipment upgrade, the Kronos Telestaff upgrade, and payroll software system upgrade.

Other Resources

City's Capital Replacement Fund:

Engine Replacement

Original Budget Appropriation	\$652,300.00
Less Actual Expenditures	56,339.24
Less Encumbrances (Purchase Order-Refurb)	520,095.00
Remaining Budget	<u>\$75,865.76</u>

Scheduled engine replacement using the Houston Galveston Area Council cooperating purchasing agreement and SVI Trucks as the vendor.

Radio Tower Replacement

Supplemental Appropriation (reappropriating the 2015 funds for this purpose)	\$195,650.00
Less Actual Expenditures	192,808.69
Less Encumbrances (Purchase Order)	0.00
Remaining Budget	<u>\$2,841.31</u>

City's Fire Capital Expansion Fee Fund:

Budget	\$321,442.00
Less Actual Expenditures	59,634.56
Less Encumbrances (Purchase Orders)	263,280.33
Remaining Budget	<u>-\$1,472.89</u>

New Training Center Property Design; the actual expenditure is related to finalizing the annexation process and the master plan design work has begun.

Training Center Annexation

The annexation of the new Training Center property is complete. It was a four month process, but it was final as of May 17th. Thanks to all those that assisted in this process.

Training Center Master Plan / Design

As previously reported, we are moving forward with the Training Center Master Plan and have had several productive meetings. Currently we are working with an engineer in the burn building design process and it's proving to be a worthwhile effort in putting together a very functional, unique burn prop tower. Additionally, we are working to eliminate the current retention pond at the Training Center to mitigate environmental issues, and due to the relocation, we will be redesigning the entire drainage system on the property. On June 30th we attended a Conceptual Review Team meeting to more fully understand what we need to do to keep the project on track and meeting City requirements.

New neighbors at the DC (FAB)

On April 22nd, City of Loveland Planning and Building Department personnel moved into the FAB – now known as the Development Center (DC). The concept of having all development folks under one roof is proving to be a good thing for our customers and make for a more efficient development process, *start to finish*.

LFRA Maturation News

Strategies for a sustainable LFRA Fleet Replacement Fund, 2017 and beyond have been developed for the governing boards to consider in the third quarter. There is a schedule that identifies the annual contributions required for each vehicle/apparatus in the fleet and the schedule that identified the total replacement costs for all vehicle/apparatus in each year to create a plan through 2030 for the new LFRA Fleet Replacement Fund. This is a significant undertaking and something we hope will carry us well into the future relative to fleet replacement.

The attorneys have drafted two iterations of the omnibus bill of sale for all equipment (City and Rural District to LFRA) and the lease agreements for all of the stations, the training center, and office suite on the second floor of the Development Center.

Grants

LFRA was fortunate to receive three grants, two from the Colorado Division of Fire Prevention and Control, for Canyon bunker gear and a second set of selective gear to aid in our efforts to support cancer prevention, and the third grant from the Department of Homeland Security, for EOC communication equipment.

Accreditation

A focus for the 2nd quarter has been on the Accreditation Self-Assessment Manual. Program Managers are working hard to complete the Self-Assessment portion of the Accreditation process. LFRA had the opportunity to facilitate a 3-day class on Quality Improvement through Accreditation in April.

Life Saving Recognition

On May 2, 2016, LFRA responded to a boating accident on Bodecker Lake in west Loveland. Michael Mullinix actions saved the life of the man in the water. LFRA formally recognized Michael at the May 25th LFRA Board meeting.

Additionally, LFRA recognized Dispatcher Julie Garcia, who took the 911 call from Michael and stayed on the phone with him for over 10 minutes, staying calm and providing direction and guidance.

In the Works Continued...

Kill the Flashover (KTF)

LFRA hosted the KTF event on June 7, 8, and 9. If you are wondering what KTF is all about, basically, it's scientific based research that is looking at ways to attack fires in structures in a safer more effective manner. A learning foundation of sorts which is based on the discovery of change and its impact. Project Kill the Flashover creates an environment of testing and challenging the fences of our learning. Kill the Flashover began in 2011 by a group of firefighters that wanted to explore the tactical causes to fire behavior that were causing interior fire suppression/search crews thermal injuries or death. It had historically been hosted on the East coast, but due to some key networking and relationship building by LFRA members, we were asked to host a *KTF West* event. It's important to mention that this event was the only one like it in the Western US. This was a HUGE deal for LFRA and the Loveland Community. Individuals from *nine states and three different countries* participated.

An important element of the event was a *Firefighter Cancer Awareness* segment that educated firefighters on best practices for preventing firefighter cancer, which is seven times more prevalent in firefighters than the normal population. Part of the awareness education was the introduction to a cancer sniffing dog (yes, you read that correctly). Voluntarily, firefighters spent a brief time with the dog (accompanied by his canine behaviorist handler) to analyze them (by using his profound sense of smell), to determine if cancer or a similar disease was prevalent in their bodies. It was an extraordinary experience for those that were able to take part.

Insurance Services Office (ISO) News Release

April 1, 2016 became the official date that our new ISO rating took effect. The ratings are likely to translate to insurance premium reductions for property owners, depending on the coverage provider.

The ISO ratings are on a scale of one to 10, with lower numbers assigned to lower risks. The agency's new assessment assigns a "public protection classification" (PPC) number to areas within LFRA's coverage area, and to properties within the Big Thompson Canyon Volunteer Fire Department's range. The ISO assigned:

- A rating of 2 for properties within five road miles of an LFRA station and 1,000 feet of a hydrant. The prior rating was 4.
- A 3 rating for properties within five miles of a station, but greater than 1,000 feet from a hydrant, requiring LFRA to transport water via tenders or shuttles. The previous rating was 6.
- An improved rating of 4, up from 10, for areas of the Big Thompson Canyon coverage district within five road miles of Drake's Fire Station No. 8. Properties more distant were assigned a rating of 10.

Radio Communication Monopole Tower

It's fully functional. The new Radio Communication Monopole Tower is up, on the south side Station 1. The old tower has been removed and we are back in business with a state of the art tower that will last for many, many years.

Emergency Management Plan and Grants

- The City of Loveland – Continuity of Operations Plan was finalized. This document contains "Plans B & C" on how best to maintain the delivery of critical and essential services when there is a significant impact on the City's capacity, facilities, or personnel.
- The Larimer County Multi-Jurisdictional Hazard Mitigation Plan (HMP) was finalized and is scheduled for adoption through a resolution by City Council and also goes to the LFRA Board for approval. This document contains a Loveland specific Threat and Hazard Identification and Risk Assessment (THIRA) that

helps us to map our risks; define mitigation projects that avoid, divert, lessen, or eliminate a threat or hazard; and identify the resources needed to accomplish those tasks.

- Loveland's Mitigation Master Plan, funded by a Community Development Block Grant, is in its final stages. The Disaster Recovery Plan had its kickoff in May.
- A Colorado State Homeland Security Grant of up to \$20,000 was awarded for Emergency Operations Center technology upgrades, planning, and exercises. The award was accepted by City Council, the LFRA Board, and to the Rural Board and appropriated within our budget. Larimer County is the acting fiscal agent for this award, the equipment purchase includes an upgrade to the EOC 800 MHz radios, wireless bases, and wireless headsets.

Public Outreach and Relationships

- LFRA participated in Dispatch appreciation week by flying Loveland Emergency Communications Center flags on our apparatus, providing meals and presenting our dispatchers with an appreciation plaque and LFRA challenge coins.
- LFRA recognized our Law Enforcement partners by flying the Thin Blue Line flags on our fire engines during Law Enforcement Week.
- Plans are being initiated for emergency response in the Big Thompson Canyon during the highway construction project that will kick off in July. LFRA is working with the construction managers, Thompson Valley EMS, Larimer County Emergency Services and Estes Valley Fire District on developing the response plan.
- LFRA continues to work with partner organizations creating a program. The group is calling itself Thompson School Education Coalition – TSEC. Review of the standards specific to the elementary grades to ensure each discipline is in alignment with the requirements. R2J is taking on the scheduling of the resources for agencies.
- Assisted House of Neighborly Services with emergency and BCOOP planning.
- Participated in Colorado Children's Day event.
- The crew of Engine 2 and a member of the Canyon Battalion presented educational material at the Community Wildfire Preparedness Event in Drake on May 7th.
- June 25th and 26th, our Amateur Radio Emergency Services team (ARES) competed in a national event known as the ARRL Field Day. Our team has competed in this event many times in the past and has done quite well by placing in the top 5 more than once. When we have large emergencies and local disasters, our ARES Team provides the EOC and our crews in the field with redundant emergency voice and digital communication systems. The ARRL Field Day event is designed to test that capacity in a friendly competition with other ARES teams around the country.

Big Thompson Canyon News

- Four members of the Canyon Battalion graduated from the Aims Firefighter I Academy, following their graduation their badges were pinned by friends and family.
- Congratulation to the new Canyon Battalion Chief Shawn Neal. Bill Lundquist, who served as the Canyon Battalion Chief for several years, was recognized for his dedicated service.
- On June 25th, we officially dedicated the Big Thompson Canyon Station 9, which was built primarily by Canyon Volunteer Captain Dave Legits. It is a three bay station located near Storm Mountain Drive up the Canyon and north of Drake. The station was built from donations, as well as funds from the Loveland

Rural Fire Protection District. The land was donated by Erlean and Ray Berg. This is of significant benefit to LFRA and the west Loveland community.

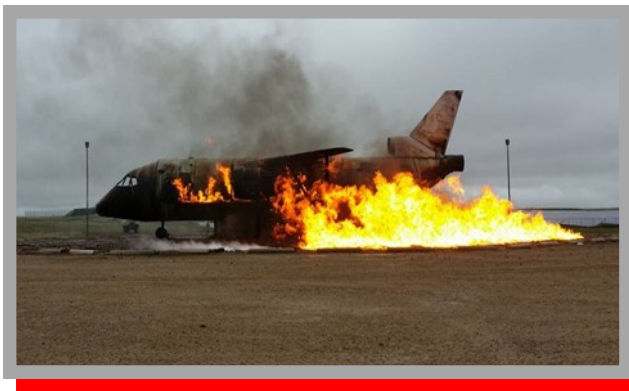
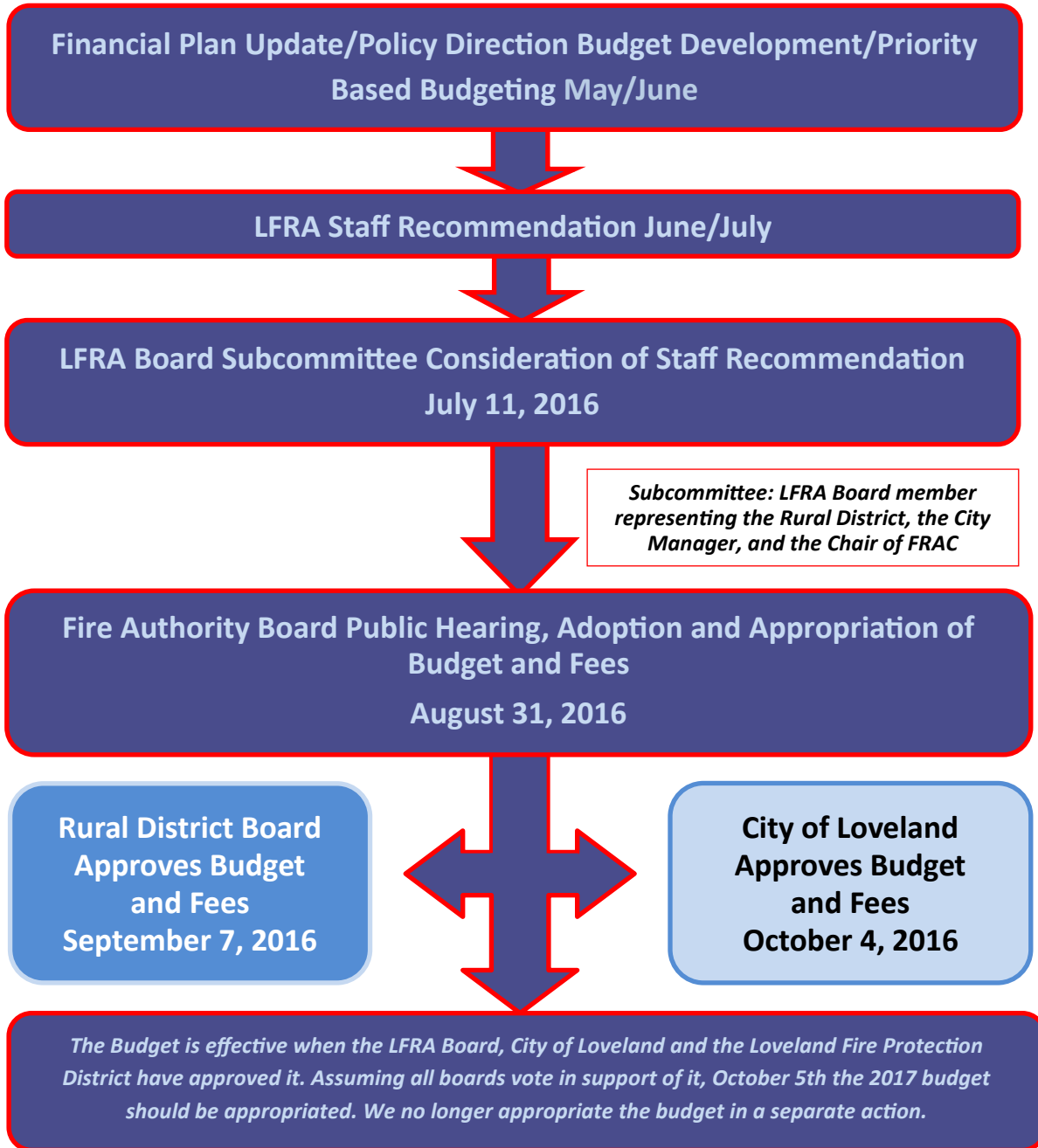
Training Emphasis

Training continues to be a priority:

- LFRA hosted a three day modern fire behavior train the trainer class, the class was attended by personnel from LFRA, Berthoud Fire District, Front Range Fire Rescue, Laramie County Fire District 2, Platte Valley Fire District and the National Park Service. The Instructor, Lars Angerstrand is a Battalion Chief in Sweden, he is recognized world-wide for his modern fire behavior knowledge and research.
- Through the work of Captain Eric Klaas, LFRA had the honor of hosting a brand new Advanced Law Enforcement Rapid Response Training (active assailant response) for Fire, Police and EMS personnel. This three day class included classroom instruction and hands on simulations.
- LFRA's certified Aircraft Rescue Firefighters (ARFF) attended the FAA required live fire training at DIA. This training along with twelve other training subjects per year are required to maintain the ARFF certification.
- LFRA personnel instructed portions of the Colorado Division of Fire Prevention and Control's Fire Officer 2 Certification class at the Berthoud Fire District in April.
- Colorado Division of Fire Prevention and Control's National Fire Academy training week was held in Loveland at the Group Publishing facility during the week of May 16th. LFRA personnel instructed the majority of the week long Fire Officer 1 and 2 courses. Approximately 40 Firefighters from around the state attended the classes.
- The Special Operations Team conducted a five day Rescue School the first week of May, subjects included rope rescue, trench rescue, confined space rescue and collapse rescue.
- Four LFRA members attended a three day vehicle extrication class hosted by the Arvada Fire Protection District.
- All crews completed live fire multi-company drills simulating an apartment fire with poor apparatus access. Crews worked on long hose stretches and flow path recognition/control.
- Two LFRA Engineers completed the Colorado Division of Fire Prevention and Control Fire Officer 1 Certification class at Frederick-Firestone Fire District. An LFRA Captain served as the class coordinator, several other LFRA personnel assist with instruction and testing.
- As the water in the Big Thompson River started to rise in June, crews completed the annual swift water rescue training in various river locations around the district.
- LFRA's Training Center includes a railroad spur which allows for the Burlington Northern – Santa Fe Railroad Hazmat training cars to be brought in for on-site training. LFRA hosted a statewide Hazmat training utilizing the training cars in June.
- The Administrative Director, a Certified Government Finance Officer, attended the Government Finance Officers Association (GFOA) conference. There are 16,865 active government members of the GFOA and only 505, 3%, of those members are Certified Government Finance Officers.



2017 LFRA Budget Process



Budget Biz

Quarter 2

2016

Through commitment, compassion and courage,
the mission of the Loveland Fire Rescue Authority
is to protect life and property.



For more information regarding this report, contact:

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970-962-2704

Agenda Item Cover

Item No.: 4

Meeting Date: July 27, 2016

Prepared By: Renee Wheeler, Administrative Director



TITLE

Consider Approval of the Fourth Amendment to the Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity Between the City of Loveland and the Loveland Rural Fire Protection District Concerning the Lease and Transfer of Real and Personal Property to the Authority

EXECUTIVE SUMMARY

The Fourth Amendment addresses the transfer of the City and District real and personal property to the Authority, and adds fleet maintenance as part of the City Services provided to the Authority. This is the last of the “core” documents necessary to transfer the real and personal property to the Authority and, pending the Board’s approval, can be sent to the City and District attorneys along with the lease agreements and bills of sale for their review.

BACKGROUND

This IGA revision is the revision necessary to allow for the transfer of equipment ownership and the lease of the fire stations in 2017. The fleet maintenance addition is new to the IGA, but it has been a part of operations since the inception of the Authority in 2012.

Staff requests that the Board consider another inclusion in the fourth amendment related to governing partner contributions, not currently included in the attached version.

This is the language revision recommendation for Section 5.1(b) to gain additional efficiencies in the monthly billing and annual reconciliation process.

- i. In order to provide the Authority with sufficient operating revenue at the start of each year, on January 1 of each year, each Party shall advance one-sixth of its Allocated Share to the Authority (“Annual Advance”).
- ii. Following payment of the Parties’ Annual Advances, ~~the Authority shall thereafter invoice the Parties monthly on the fifth working~~ each Party shall thereafter remit to the Authority or before the last day of each month ~~beginning in between February and November one-sixth of its Allocated Share for its actual expenses incurred during the preceding calendar month. Such invoices shall be due on or before the last day of the month.~~
- iii. ~~By the last day of February following each calendar year, the Authority shall reconcile the payments received from the Parties during the preceding calendar year, including the Annual Advances, with the Authority’s actual expenditures for such year. The Authority shall issue each Party a final invoice~~

Agenda Item Cover

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Prepared By: Renee Wheeler, Administrative Director



~~showing any amount of refund due to, or additional amount owed by, such Party for the preceding calendar year as determined by such reconciliation. If a Party is due a refund, the Authority shall reimburse the refund amount to such Party.~~

There would likely have to be additional language changes that would provide that LFRA would not need to take additional/supplemental appropriations to governing partners unless it required additional resources from the governing partners. (Section 4.1 of the IGA and a Rules and Regulations change would be required.)

For Example:

Total Expenditure Budget	10,000,000
Less LFRA Generated Revenue Budget	<u>200,000</u>
Net Expenditure Budget	9,800,000
Net Expenditure Budget Divided by 12 months	816,667

		City Share 82%	Rural District Share 18%
January 1 Cash Flow Advance of two months of contributions	1,633,333	1,339,333	294,000
February Bill	816,667	669,667	147,000
March Bill	816,667	669,667	147,000
April Bill	816,667	669,667	147,000
May Bill	816,667	669,667	147,000
June Bill	816,667	669,667	147,000
July Bill	816,667	669,667	147,000
August Bill	816,667	669,667	147,000
September Bill	816,666	669,666	147,000
October Bill	816,666	669,666	147,000
November Bill	816,666	669,666	147,000
December Bill		0	0
Total Contribution	9,800,000	8,036,000	1,764,000

What are LFRA risks?

Revenue may not come in as projected. The calculation for carryover available has two components LFRA generated revenue budget to actual collections and total expenditure budget to actual expenditures. There is really no change in the impact of revenues less than budget. It would reduce the amount in the carryover appropriation under the existing approach and the new approach.

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Meeting Date: July 27, 2016

Prepared By: Renee Wheeler, Administrative Director



Emergencies may occur that cannot be absorbed within the existing budgeted resources (wildland deployments, training center environmental concerns, an extraordinary opportunity to advance goals that was not budgeted) requiring additional resources requests of our partners. Then there would be an additional appropriation that goes to the Board and both governing partner entities, just like it does right now.

If revenues LFRA collects exceed our budget and there is an expenditure budget savings, then it is suggested that LFRA only have to go to our LFRA Board (because the money would already be in our fund). The governing partners would not get to reduce their contribution based on those additional revenues. However, it should be noted that the revenue that LFRA generates is only 2% of the total budget on the average and that would be retained in our fund to be appropriated by the LFRA Board for LFRA needs.

What do we gain? Efficiency

There are several administrative efficiencies that could be achieved. This revision would eliminate the time invested in annual contribution reconciliations. The governing partner's payments are smoothed out rather than fluctuating based on the number of payrolls in the month or capital purchased in the month. An automatic journal entry can be set up for the City contribution so that the City doesn't have to make a manual journal entry, and they don't have to wait for LFRA staff to bill them to close the month each month. There would be no year-end accrual issues associated with the partner contributions (last contribution is made in November—assuming no December emergencies etc.). After the LFRA Board approved a carryover appropriation, the proposal would eliminate the step associated with taking carryover appropriations to the City and the Rural District for approval as well. This proposal is consistent with the effort to streamline procedures.

Budgetary Controls Still in Place

This proposal still requires that LFRA stay within our budget. It does force LFRA to make conservative revenue budget projections (which is the practice anyway). It still requires Board approval to spend money in the following year from budget savings in the current year. However, it impacts the governing partners. They would not be retaining budgetary savings in their funds. If reductions were necessary due to a governing partner's financial distress, the reductions would occur through the traditional appropriations approval process.

STAFF RECOMMENDATION

Approve revisions included in the attached document and advise legal counsel to revise the Fourth Amendment document to include language changes necessary to receive contributions from the governing partners based on budget rather than actual and that additional/supplemental appropriations that do not require additional resources from the governing partners may be approved by the LFRA Board without having to also take those appropriations to each of the governing partners for approval.

FINANCIAL/ECONOMIC IMPACTS

None

Agenda Item Cover

Item No.: 4

Meeting Date: July 27, 2016

Prepared By: Renee Wheeler, Administrative Director



ASSOCIATED STRATEGIC GOALS

Governance agreement that enables all three strategic goals.

ATTACHMENTS

Fourth Amendment to the Intergovernmental Agreement

FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE LOVELAND FIRE RESCUE AUTHORITY AS A SEPARATE GOVERNMENTAL ENTITY BETWEEN THE CITY OF LOVELAND AND THE LOVELAND RURAL FIRE PROTECTION DISTRICT CONCERNING THE LEASE AND TRANSFER OF REAL AND PERSONAL PROPERTY TO THE AUTHORITY

WHEREAS, on August 19, 2011, pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity ("Formation Agreement"), the City of Loveland ("City") and the Loveland Rural Fire Protection District ("District") created the Loveland Fire Rescue Authority ("Authority"), a public entity of the State of Colorado, for the purpose of providing fire suppression, fire prevention and public education, rescue, extrication, hazardous materials and emergency medical services (collectively, "Emergency Services") within their joint jurisdiction and service area. The Formation Agreement subsequently was amended pursuant to the First, Second, and Third Amendments to the Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity. The Formation Agreement and the First, Second, and Third Amendments thereto are referred to collectively herein as the "Formation Agreement", and the City and District are referred to collectively as the "Parties" or individually as a "Party";

WHEREAS, pursuant to Sections 6.1 and 6.2 of the Formation Agreement, the City initially leased for renewing one-year periods its Fire and Rescue Department real and personal property ("City Fire Property") to the Authority for the provision of Emergency Services within the Authority's jurisdiction;

WHEREAS, pursuant to Section 7.1 and Article VIII of the Formation Agreement, the District initially leased for renewing one-year periods its fire equipment and apparatus ("District Fire Equipment") to the Authority for the provision of Emergency Services within the Authority's jurisdiction, except that the District Fire Equipment leased to the Authority did not include any fire equipment or apparatus then used by the Big Thompson Canyon Volunteer Fire Department ("Canyon Department");

WHEREAS, Article XIV of the Formation Agreement acknowledges that the Parties intended an initial transition term of five years, during which time the Parties were to evaluate the benefits, effectiveness, governance, and operational efficiency of the Authority;

WHEREAS, the governing bodies of each of the Parties and the Authority have determined that the Authority is performing effectively and efficiently, and that it is in the best interests of the Parties, the Authority, and the citizens they serve for the Authority to take title to or hold pursuant to long-term leases the City Fire Property and District Fire Equipment, as well as all real property owned by the District, and the fire equipment and apparatus used by the Canyon Department (collectively, the "Property Transfer");

WHEREAS, the Parties desire to enter into this Fourth Amendment to the Formation Agreement ("Fourth Amendment") to accomplish the Property Transfer; and,

WHEREAS, the Parties agree that all other terms and conditions of the Formation Agreement shall remain in full force and effect.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. That Section 6.1 of the Formation Agreement is amended in its entirety to read:

Section 6.1 Lease of City Fire Real Property

Effective January 1, 2017, the City shall lease its City Fire Real Property to the Authority for a period of 50 years at a rate of \$1.00 per year. The City and the Authority shall enter into one or more Lease Agreement(s) in a form mutually acceptable to the City and the Authority. Each Lease Agreement shall give both the City and the Authority the right to terminate such lease at any time for any business reason upon one year's prior written notice to the other party; provided, however, that if the City terminates the Lease Agreement, it must offer the Authority comparable alternative real property space at the same rental rate for the balance of the 50 year term. For purposes of this Section 6.1, "***City Fire Real Property***" shall mean: Fire Station 1, located at 410 E. 5th Street; Fire Station 2, located at 3070 W. 29th Street; Fire Station 3, located at 900 S. Wilson Avenue; Fire Station 4, located at 4900 Earhart Road; Fire Station 5, located at 252 Knobcone Drive; Fire Station 6, located at 4325 McWhinney Boulevard; the Fire Training Facility, located at 100 E. Fire Engine Red Street; and, the Fire Administration Offices, located at 410 E. 5th Street; all in the City of Loveland, Colorado.

2. That Section 6.2 of the Formation Agreement is amended in its entirety to read:

Section 6.2 Transfer of City Fire Personal Property

Effective January 1, 2017, the City shall transfer and convey to the Authority all right, title, and interest in and to all apparatus, vehicles, tools, equipment, and all other personal property owned by the City for the purpose of providing fire, rescue, and emergency medical services (collectively, "***City Fire Personal Property***"); except that the City Fire Personal Property shall not include: (i) the 2005 Freightliner/LDV Mobile Command Vehicle (Fleet #3300) , or (ii) any Opticom or other information technology systems or components owned by the City. The City Fire Personal Property shall be transferred "as-is" with no warranty by the City; provided, that the City shall assign any manufacturer's warranties on any City Fire Personal Property if such warranties are still in force and effect. Conveyance of the City Fire Personal Property shall be accomplished by one or more Bills of Sale in a form mutually acceptable to the City and the Authority. The City shall not receive any monetary consideration for transferring and conveying all right, title, and interest in and to the City Fire Personal Property to the Authority. In the event that any apparatus or vehicle transferred to the Authority as part of the City Fire Personal Property is subsequently sold by the Authority, the proceeds from such sale

shall be applied to the purchase of new Authority-owned apparatus or vehicles, or shall be deposited into a dedicated Authority apparatus and vehicle replacement fund.

3. That the Exhibit B: *Human Resources, Administrative, and Operational Support Services Provided by the City* attached to the Formation Agreement is hereby deleted and replaced by the new Exhibit B: *Human Resources, Administrative, and Operational Support Services Provided by the City (Amended [REDACTED], 2016)* attached to this Fourth Amendment as Attachment 1.

4. That Section 7.1 of the Formation Agreement is amended in its entirety to read:

Section 7.1 Transfer of District Fire Personal Property

Effective January 1, 2017, the District shall transfer and convey to the Authority all right, title, and interest in and to all apparatus, vehicles, tools, equipment, and all other personal property owned or leased by the District for the purpose of providing fire, rescue, and emergency medical services (collectively, "*District Fire Personal Property*"); except that the District Fire Personal Property shall not include any Opticom or other information technology systems or components owned by the District. The District Fire Personal Property shall be transferred "as-is" with no warranty by the District; provided, that the District shall assign any manufacturer's warranties on any District Fire Personal Property if such warranties are still in force and effect. Conveyance of the District Fire Personal Property shall be accomplished by one or more Bills of Sale in a form mutually acceptable to the District and the Authority. The District shall not receive any monetary consideration for transferring and conveying all right, title, and interest in and to the District Fire Personal Property to the Authority. In the event that any apparatus or vehicle transferred to the Authority as part of the District Fire Personal Property is subsequently sold by the Authority, the proceeds from such sale shall be applied to the purchase of new Authority-owned apparatus or vehicles, or shall be deposited into a dedicated Authority apparatus and vehicle replacement fund.

5. That Article VIII of the Formation Agreement is amended in its entirety to read:

The District shall continue to maintain and fund the Canyon Department. Set forth on **Exhibit C** attached hereto and incorporated by reference, is the organizational chart for the Authority which shows the Canyon Department Chief under the operational control of the Authority's Fire Chief. The District shall continue to maintain the Big Thompson Canyon Volunteer Firefighters Pension Fund as a separate pension fund. The Authority and the City shall have no responsibility for the funding of this pension fund or for funding any other costs related to the operation of the Canyon Department.

6. That the *Inventory Summary Report: Loveland Rural Fire Protection District* attached to the Formation Agreement as part of the Exhibit C thereto is hereby deleted and removed from Exhibit C.

- 7. That the following new Section 7.3 is added to the Formation Agreement:

Section 7.3 Lease of District Fire Real Property

Effective January 1, 2017, the District shall lease its District Fire Real Property to the Authority for a period of 50 years at a rate of \$1.00 per year. The District and the Authority shall enter into one or more Lease Agreement(s) in a form mutually acceptable to the District and the Authority. Each Lease Agreement shall give both the District and the Authority the right to terminate such lease at any time for any business reason upon one year's prior written notice to the other party; provided, however, that if the District terminates the Lease Agreement, it must offer the Authority comparable alternative real property space at the same rental rate for the balance of the 50 year term. For purposes of this Section 7.3, "***District Fire Real Property***" shall mean: Fire Station 8, located at _____; and Fire Station 9, located at _____.

- 8. That Section 9.2 of the Formation Agreement is amended in its entirety to read:

Upon termination of this Agreement, the City Council and District Board, or the authorized representatives of each, shall promptly meet and discuss, in good faith, the allocation of the Authority's assets between the City and the District, including all apparatus, vehicles, equipment, tools, cash funds, and all other property then owned by the Authority, of whatever type or nature whatsoever (collectively, "***Authority Assets***"). The Authority Assets shall be distributed between the Parties in proportion to their percent of allocation of funding set forth in **Exhibit A**; provided, that the Parties shall strive in good faith to ensure that the allocation of Authority Assets to each Party enables it to provide adequate fire, rescue, and emergency medical services within its boundaries. In the event that the Parties are not able to agree upon the allocation of Authority Assets despite their good faith efforts, then the Authority Assets, or such portion thereof for which the Parties are not able to agree, shall be sold, and the sales proceeds shall be distributed to the Parties in proportion to their percent of allocation of funding set forth in **Exhibit A**.

- 9. All other provisions of the Formation Agreement remain in force as written and are unaffected by this Fourth Amendment.

This Fourth Amendment to the Formation Agreement is entered into as of this _____ day of _____, 2016.

CITY OF LOVELAND

By: _____
_____, City Manager

ATTEST:

City Clerk

LOVELAND RURAL FIRE PROTECTION
DISTRICT

By: _____
_____, President

ATTEST:

Secretary

Attachment 1
EXHIBIT B

Human Resources, Administrative, and Operational Support Services Provided by the City
(As Amended [REDACTED], 2016)

City Service	Cost Allocation Formula
<p><u>City Clerk</u> Including without limitation:</p> <ul style="list-style-type: none"> • Processing City Council agenda items related to the Authority. • Records assistance, including scanning software and guidance on records retention. • Coordination of records destruction. 	<p>The City shall determine the total portion of the "City Clerk & Court Administration; City Clerk" budget line item that will be charged to all customer departments ("City Clerk Department Share"). The City shall allocate to the Authority that portion of the City Clerk Department Share as is equal to the proportion of City Council agenda items related to the Authority during the immediately preceding calendar year to the total number of City Council agenda items.</p>
<p><u>Budget and Finance</u> Including without limitation:</p> <ul style="list-style-type: none"> • Planning and budgeting City contributions to fire capital improvements. • Processing Authority annual and supplemental budget approval through City Council. • Recording journal entries. • Month-end closing of accounting records. • Year-end closing transactions. • Including the Authority's financial information in the City's comprehensive annual financial report. • Payroll processing. • Processing purchasing requisitions and purchasing orders. • Processing formal bids. • Preparing vendor checks. • Preparing and filing applicable tax reporting. • Assisting with verification of deposits. 	<p>The City shall determine the total portion of the "Finance" budget that will be charged to all customer departments ("Finance Department Share"). The City shall allocate to the Authority that portion of the Finance Department Share as has been determined by the most recent time study to be attributable to the amount of time the Finance Department spends working on Authority matters.</p>
<p><u>Dispatch</u> Including without limitation:</p> <ul style="list-style-type: none"> • CAD administration and all dispatching functions. 	<p>The City shall determine the total portion of its costs and expenses incurred in operating its dispatching service that will be charged to customer departments ("Dispatch Department Share"). The City shall allocate to the Authority that portion of the Dispatch Department Share as is equal to the proportion of the number of Authority calls dispatched to the total number of calls dispatched.</p>
<p><u>IT Programming & Networks</u> Including without limitation:</p> <ul style="list-style-type: none"> • Installing and maintaining all hardware and software for PCs, laptops, mobile display units, status screens, Surface Pros/iPads, cell phones, printers/copiers, desktop phones, and email system. 	<p>The City shall determine the total portion of its costs and expenses incurred in hiring and/or contracting with a computer programmer(s) and a network administrator(s) that will be charged to all customer departments ("IT Network Department Share"). The City shall allocate to the Authority such portion of the IT Network Department Share as is attributable to supporting the software and IT networks utilized by the Authority.</p>
<p><u>IT Support Services</u> Including without limitation:</p> <ul style="list-style-type: none"> • Programming assistance for all software programs for incident reports (such as ETI, OMEGA, Visinet), scheduling and timesheets (such as Telestaff), and financial systems (including payroll). 	<p>The City shall determine the total portion of its costs and expenses incurred in supporting IT units, including laptops, printers, PCs, phones, mobile data terminals, etc., that will be charged to all customer departments ("IT Unit Department Share"). The City shall allocate to the Authority that portion of the IT Unit Department Share as is equal to the proportion of the number of Authority IT units to the total number of IT units supported by the City.</p>

City Service	Cost Allocation Formula
<p><u>Human Resources</u> Including without limitation:</p> <ul style="list-style-type: none"> • Recruiting and job descriptions. • Administration of random drug testing program. • Administration of retirement and pension plans. • Employee performance management. • Benefits and pay plan administration. • Tuition reimbursement processing. • Employee training (as requested by the Authority). • Workers' compensation administration. • Property and liability insurance administration. • Safety program assistance and environmental compliance. • Title VII and ADA compliance. • May act as custodian of personnel files. 	<p>The City shall determine that portion of the City's "Human Resources; HR Administration + Compensation & Benefits + Performance Mgmt." budget line items that will be charged to all customer departments ("HR Department Share"). The City shall allocate to the Authority that portion of the HR Department Share as is equal to the proportion of the average number of benefited full- and part-time Authority employees during the immediately preceding calendar year to the total average number of benefited full- and part-time City and Authority employees.</p>
<p><u>Facilities</u> Including without limitation:</p> <ul style="list-style-type: none"> • Performing or contracting for all building maintenance and repair functions at all City Fire Real Property, including painting, HVAC system, roof repairs, cabinet building, cubical reconfigurations, etc. • Contracting and paying for all utilities at the City Fire Real Property, including water, sanitation, sewer, electricity, light, heat, gas, power, fuel, and janitorial. • Managing all facilities construction projects within the City's boundaries. 	<p>The City shall determine a cost per square foot by dividing the City's total budgeted amount for the operation and maintenance of all City facilities by the total square footage of all City facilities, including the City Fire Real Property ("Square Foot Amount"). The City shall allocate to the Authority an amount equal to the Square Foot Amount multiplied by the total square footage of all of the City Fire Real Property, less a discount mutually agreed upon annually by the City and Authority, reflecting the limited public use of the City Fire Real Property and those janitorial functions provided by the Authority Personnel. If the City and Authority are unable to agree upon the discount amount by August 1, then a 10% discount shall be applied.</p>
<p><u>Fleet Maintenance</u> Including without limitation:</p> <ul style="list-style-type: none"> • Performing preventative maintenance and minor repairs on all apparatus and vehicles owned or leased by the Authority ("Authority Fleet"). • Coordinating and managing maintenance or repairs to the Authority Fleet to be made by third party contractors and/or vendors. • Providing fuel supply and access to all City fueling locations to the Authority Fleet as part of the City's fleet fuel contract. • Maintaining life-to-date cost for maintenance by apparatus/vehicle. • Maintaining fuel usage records by apparatus/vehicle. 	<p>Maintenance and Repair: The City shall determine the actual cost of any parts ordered or otherwise provided to accomplish any City-provided maintenance or repair, plus the amount of any labor charges based upon a fee-for-service schedule to be mutually agreed upon annually by the City and Authority. If maintenance or repair is made by a third party contractor or vendor, the City shall charge the Authority the actual undisputed amount of such third party's invoice.</p> <p>Fuel: The City shall determine the number of gallons and total cost of all unleaded and diesel fuel utilized by the City pursuant to the City's fleet fuel contract ("Fleet Fuel Amount"). The City shall allocate to the Authority that portion of the Fleet Fuel Amount as is equal to the proportion of gallons of unleaded and diesel fuel utilized by the Authority to the total number of gallons of unleaded and diesel fuel utilized by all vehicles, apparatus, and other equipment supported by the City's fleet fuel contract.</p>

Agenda Item Cover

Item No.: 5

Meeting Date: July 26, 2016

Prepared By: Renee Wheeler, Administrative Director



TITLE

Review New Drafts of the Omnibus Bills of Sale and the Facilities Leases

EXECUTIVE SUMMARY

The attorneys have revised the lease agreements related to the provisions for the detention pond at the training center and the parking requirements at Development Center/Fire Station 1 based on the feedback received at the June board meeting.

BACKGROUND

This is the third iteration of the lease documents based on the feedback received from the LFRA Board and staff. The Lease Agreements and Bills of Sale have been revised to: (1) Add reference to the currently designated LFRA parking spaces at the Administration Building (Administration Office Lease); (2) Require the Landlord to pay all costs associated with the retention pond project (Training Site Lease); and (3) change "facsimile" to "fax/copy machine" in each place it appears. All of the updates are highlighted in yellow for easy review.

The operational change related to this document is that as of January 1, 2017, LFRA will no longer secure property/liability coverage for the fire stations that will be leased. That will be the responsibility of the property owner. Notification has been sent to the Risk Department at the City of Loveland, the Rural District and the Colorado Special Districts Insurance Pool. We have asked for new quotes; however, the quotes are not expected back by the time of the board meeting.

STAFF RECOMMENDATION

Approve these documents as proposed finals, and authorize the documents to be sent to legal counsel for the City and Rural District for review.

FINANCIAL/ECONOMIC IMPACTS

There is expected to be an insurance premium savings for LFRA and increased premiums for the City of Loveland and the Loveland Rural Fire Protection District due to the change in covered property.

ASSOCIATED STRATEGIC GOALS

Deploy an effective emergency response to minimize damage and loss.

Agenda Item Cover

Item No.: 5

Meeting Date: July 26, 2016

Prepared By: Renee Wheeler, Administrative Director



ATTACHMENTS

Omnibus Bill of Sale – City_Authority

Omnibus Bill of Sale – District_Authority

Administrative Office Lease Agreement - City_Authority

Training Site Lease Agreement – City_Authority

Fire Station Lease Agreement – City_Authority

Fire Station Lease Agreement – Districtt_ Authority

**OMNIBUS BILL OF SALE
(City of Loveland)**

The City of Loveland, a home-rule municipality of the State of Colorado, whose address is 500 E. 3rd Street, Loveland, CO 80537 ("**Seller**"), upon receipt of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells to the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("**Buyer**"), its successors and assigns, all of the Seller's right, title, and interest in and to the following used Vehicles and Equipment (defined below):

All fire, ambulance, hazardous materials, rescue, command, and other fire, rescue, and emergency medical services ("**Emergency Services**") apparatus and vehicles, of whatever kind or nature whatsoever, and wherever located, now owned by the City of Loveland for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Vehicles**"), except that the Vehicles shall not include the 2005 Freightliner/LDV Mobile Command Vehicle (Fleet #3300) now owned by the City of Loveland; and,

All Emergency Services personal property, including equipment, materials, supplies, tools, gear, apparel, furniture, appliances, and all other personal property, of whatever kind or nature whatsoever, and wherever located, now owned by the City of Loveland for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Equipment**"); provided, that such Equipment shall not include Opticom and other information technology systems, components, equipment, hardware, and software, including, without limitation, laptop and desktop computers, tablets, **fax/copy machines**, and telephones now owned by the City of Loveland.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE VEHICLES AND EQUIPMENT HAVE BEEN PREVIOUSLY USED BY THE SELLER. SELLER SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE VEHICLES OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY CONDITION, DESIGN, OPERATION, OR PURPOSE, OR QUALITY OF MATERIAL OR WORKMANSHIP OF THE VEHICLES OR EQUIPMENT OR ANY PARTS THEREOF. THE BUYER EXPRESSLY TAKES THE VEHICLES AND EQUIPMENT IN "AS IS, WHERE IS" CONDITION.

SIGNED EFFECTIVE the ___ day of _____, 2016.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

SELLER:

CITY OF LOVELAND, a home rule municipality of the State of Colorado

By: _____

ATTEST:

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing Omnibus Bill of Sale was acknowledged before me this ____ day of _____, 2016 by _____ as _____ of the City of Loveland, a home rule municipality of the State of Colorado.

Witness my hand and official seal.
My commission expires: _____

Notary Public

BUYER:

LOVELAND FIRE RESCUE AUTHORITY, a public entity of the State of Colorado

By: _____
_____, Chairman

ATTEST:

_____, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing Omnibus Bill of Sale was acknowledged before me this ____ day of _____, 2016 by _____ as Chairman of the Board of Directors of the Loveland Fire Rescue Authority, a public entity of the State of Colorado.

Witness my hand and official seal.
My commission expires: _____

Notary Public

**OMNIBUS BILL OF SALE
(Loveland Rural Fire Protection District)**

The Loveland Rural Fire Protection District, a political subdivision of the State of Colorado, whose address is 1423 W. 29th Street, Loveland, CO 80538 ("**Seller**"), upon receipt of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells to the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("**Buyer**"), its successors and assigns, all of the Seller's right, title, and interest in and to the following used Vehicles and Equipment (defined below):

All fire, ambulance, hazardous materials, rescue, command, and other fire, rescue, and emergency medical services ("**Emergency Services**") apparatus and vehicles, of whatever kind or nature whatsoever, and wherever located, now owned by the Loveland Rural Fire Protection District for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Vehicles**"); and,

All Emergency Services personal property, including equipment, materials, supplies, tools, gear, apparel, furniture, appliances, and all other personal property, of whatever kind or nature whatsoever, and wherever located, now owned by the Loveland Rural Fire Protection District for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Equipment**"); provided, that such Equipment shall not include Opticom and other information technology systems, components, equipment, hardware, and software, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones now owned by the Loveland Rural Fire Protection District.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE VEHICLES AND EQUIPMENT HAVE BEEN PREVIOUSLY USED BY THE SELLER. SELLER SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE VEHICLES OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY CONDITION, DESIGN, OPERATION, OR PURPOSE, OR QUALITY OF MATERIAL OR WORKMANSHIP OF THE VEHICLES OR EQUIPMENT OR ANY PARTS THEREOF. THE BUYER EXPRESSLY TAKES THE VEHICLES AND EQUIPMENT IN "AS IS, WHERE IS" CONDITION.

SIGNED EFFECTIVE the ____ day of _____, 2016.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

SELLER:

LOVELAND RURAL FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado

By: _____, President

ATTEST:

_____, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing Omnibus Bill of Sale was acknowledged before me this ___ day of _____, 2016 by _____ as President of the Board of Directors of the Loveland Rural Fire Protection District, a political subdivision of the State of Colorado.

Witness my hand and official seal.
My commission expires: _____

Notary Public

BUYER:

LOVELAND FIRE RESCUE AUTHORITY, a public entity of the State of Colorado

By: _____, Chairman

ATTEST:

_____, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing Omnibus Bill of Sale was acknowledged before me this ___ day of _____, 2016 by _____ as Chairman of the Board of Directors of the Loveland Fire Rescue Authority, a public entity of the State of Colorado.

Witness my hand and official seal.
My commission expires: _____

Notary Public

OFFICE LEASE

(Fire Administration Office)

THIS OFFICE LEASE ("**Lease**") is entered into by and between the City of Loveland, a home-rule municipality of the State of Colorado, whose address is 500 E. 3rd Street, Loveland, CO 80537 ("**Landlord**"), and the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("**Tenant**"). The Landlord and the Tenant are referred to collectively as the "**Parties**" and individually as a "**Party**".

Section 1. Grant of Lease. The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the office space located at 410 E. 5th Street, Loveland, CO 80537 and more specifically described in **Exhibit A**, attached hereto ("**Leased Premises**"), together with all Personal Property located thereon on the Commencement Date (defined below), and use of the adjacent parking spaces that have been designated for Tenant's use as of the Commencement Date (defined below) and use of the other adjacent parking spaces on a "first come" basis. For purposes of this Lease, the term "**Personal Property**" shall mean all furniture, fixtures, goods and chattels, information technology systems, components, equipment, hardware, and software located on the Leased Premises, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones.

Section 2. Term and Termination. The term of this Lease begins on the date the last Party signs this Lease ("**Commencement Date**") and terminates fifty (50) years from the Commencement Date ("**Term**"), unless sooner terminated as provided herein. Tenant may terminate this Lease for any reason upon one (1) year's prior written notice to Landlord. Landlord may terminate this Lease for any Business Reason if Landlord offers Tenant comparable alternative space, at the same rental rate and on the same terms and conditions set forth herein, for the balance of the original fifty (50) year term, which alternative space is acceptable to Tenant and from which Tenant can engage in the uses described herein. Termination by Landlord for any Business Reason shall be effective one (1) year after Tenant's acceptance of the comparable alternative space, which acceptance shall not be unreasonably withheld. For purposes of this Section, "**Business Reason**" shall mean a legitimate reason related to the administration or operation of Landlord's business, and/or Landlord's financial condition or economic circumstances. The Parties may elect to extend the Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

Section 3. Rent. The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, annual rent of One Dollar (\$1.00), due on the month and day of the Commencement Date.

Section 4. Tenant's Routine Maintenance and Repair. The Tenant will keep the interior of the Leased Premises, and all windows, doors, fixtures, interior walls, pipes, and other

appurtenances in good and substantial repair and in clean condition, damage by fire or storm excepted, and will exercise all reasonable care in the use of halls, stairs, bathrooms, closets, and other fixtures and parts of the building used in common with others in said building which may be necessary for the preservation of the Leased Premises and the comfort of the other tenants; and will also permit the Landlord or Landlord's agents or employees, at all reasonable times, to enter into the Leased Premises and inspect the conditions thereof, and make such repairs as may be necessary; and will, at the expiration of said term, without demand, quietly and peaceably deliver up the possession of the Leased Premises in good state and condition, normal wear and tear excepted. If provided pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 between the City of Loveland and the Loveland Rural Fire Protection District, including all subsequent amendments thereto (collectively, the "***Establishing IGA***"), the Tenant shall utilize and pay for the facilities support services to be provided by the City of Loveland to the Loveland Fire Rescue Authority under the Establishing IGA ("***Facilities Support Services***") in effecting such routine maintenance and repairs of the Leased Premises pursuant to this Section 4, to the extent such routine maintenance and repairs are included within the scope of the Facilities Support Services.

5. Landlord's Repair and Maintenance. The Landlord hereby covenants with the Tenant upon the performance by the Tenant of the covenants hereinbefore set forth, that the Landlord will, during the Term, keep all the external parts of the Leased Premises in good repair; that in case the said building and Leased Premises or any part thereof shall, at any time be destroyed or so damaged by fire or storm as to render same unfit for occupation or use, said Landlord shall have the option to terminate this Lease, or to repair and/or rebuild the Leased Premises until the Leased Premises are repaired and fit for occupancy and use; and that the Tenant may quietly hold and enjoy the Leased Premises without any interruption by the Landlord or any person claiming under the Landlord.

6. Utilities, Taxes and Assessments. Unless the Parties mutually agree in writing otherwise, Landlord shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises.

7. Insurance. Landlord shall maintain insurance coverage on the property on which the Leased Premises are located and the Leased Premises, excluding all personal property contained in the Leased Premises owned, leased or otherwise in the possession and control of the Tenant. Tenant shall maintain renter's insurance covering the personal property contained in the Leased Premises owned, leased or otherwise in the possession and control of the Tenant.

8. Litigation, Process, Jurisdiction and Venue. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested, the Parties waiving any and all rights they may have to object to the method by which service was perfected. The Parties waive trial by jury and agree to submit to the personal jurisdiction and venue of the court of subject matter jurisdiction located

in Larimer County, State of Colorado. No action hereunder may be commenced if more than one (1) year after the cause of action giving rise thereto has elapsed.

9. Default.

a. In the event that:

1. Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

2. Tenant has caused a lien or verified statement to be filed against the Leased Premises and said lien or verified statement is not removed within thirty (30) days of recordation thereof; or

3. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after written notice to Tenant of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

4. Sixty (60) days have elapsed after the commencement of any proceedings by or against the Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of the Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant);

then the Landlord shall be entitled to its election (unless the Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

i. Terminate this Lease by giving the Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Term, and all rights of the Tenant under this Lease and in and to the Premises shall expire and terminate, and the Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and the Tenant shall surrender the Leased Premises to the Landlord on the date specified in such notice; or

ii. Without terminating this Lease and with notice to the Tenant, the Landlord may, in its own name but as agent for the Tenant, enter into and upon and take

possession of the Premises or any part thereof, and at the Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of the Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and the Landlord may rent the Leased Premises or any portion thereof as the agent of the Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as the Landlord may deem necessary or desirable in order to relet the Leased Premises. The Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by the Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises as aforesaid, Landlord may grant rent concessions, and the Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to the Landlord the entire sums then due from the Tenant hereunder, Tenant shall pay any such deficiency to the Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by the Landlord to terminate this Lease, unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such election by the Landlord to terminate the Lease unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

iii. Without liability to the Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether the Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

iv. Pursue such other remedies as are available at law or equity.

Section 10. No Election of Remedies. Landlord's pursuit of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (a) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (b) serve as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 11. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on

Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

Section 12. Waivers. Subject to the limitation on legal action set forth in Section 8, above, failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by that Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 13. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery or mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed. If intended for the Landlord, the same will be mailed to the address herein above set forth or such other address as the Landlord may hereafter designate by notice to the Tenant, and if intended for the Tenant, the same shall be mailed to the Tenant at the address herein above set forth, or such other address or addresses as the Tenant may hereafter designate by notice to the Landlord.

Section 14. Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of the Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of the Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by the Tenant, shall remain the property of the Tenant and the Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that the Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 15. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties, it being understood and agreed

that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

Section 16. Entire Agreement. Except for the Establishing IGA between the Parties, which shall remain in full force and effect, this instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. In the event of a conflict, however, between this Lease and the Establishing IGA, the Establishing IGA shall control. This Lease shall not be modified in any way except by a writing executed by the Parties. Course of conduct, no matter how long, shall not constitute an amendment to this Lease.

Section 17. Governmental Immunity. Nothing in this Lease shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their council members, directors, officers, employees and volunteers, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 18. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party beyond those obligations for which the Party previously appropriated funds.

Section 19. Governing Law. All matters pertaining to this Lease (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. In the event that litigation results from or arises out of this Lease or the performance thereof, the losing Party agrees to reimburse the prevailing Party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief which the prevailing Party may be entitled.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year below written.

LANDLORD: City of Loveland, a Colorado home rule municipality

By: _____

Title: _____

Date: _____

ATTEST:

TENANT: Loveland Fire Rescue Authority, a public entity of the State of Colorado

By: _____

Title: _____

Date: _____

ATTEST:

EXHIBIT A

Administration Office Description

NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT (Training Site)

THIS NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT ("*Lease*") is entered into by and between the City of Loveland, a home-rule municipality of the State of Colorado, whose address is 500 E. 3rd Street, Loveland, CO 80537 ("*Landlord*"), and the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("*Tenant*"). The Landlord and the Tenant are referred to collectively as the "*Parties*" and individually as a "*Party*".

ARTICLE I – GRANT OF LEASE

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the real property described in **Exhibit A**, attached hereto and incorporated by reference herein ("*Leased Premises*"), together with all improvements located thereon on the Commencement Date (defined below). The Landlord further leases to the Tenant all Opticom and other information technology systems, components, equipment, hardware, and software located on the Leased Premises, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones.

ARTICLE II – LEASE TERM

Section 1. Total Term of Lease. The term of this Lease begins on the Commencement Date, as defined in Section 2 of this Article II, and terminates fifty (50) years from the Commencement Date ("*Term*"), unless sooner terminated in accordance with Section 3 of this Article II.

Section 2. Commencement Date. The "*Commencement Date*" means the date the last Party signs this Lease.

Section 3. Termination for Business Reason. Tenant may terminate this Lease for any reason upon one (1) year's prior written notice to Landlord. Landlord may terminate this Lease for any business reason if Landlord offers Tenant comparable alternative space, at the same rental rate and on the same terms and conditions set forth herein, for the balance of the original fifty (50) year term, which alternative space is acceptable to Tenant and from which Tenant can engage in the uses described in Section 1 of Article VII below. Termination by Landlord for any business reason shall be effective one (1) year after Tenant's acceptance of the comparable alternative space, which acceptance shall not be unreasonably withheld. For purposes of this paragraph, "business reason" shall mean a legitimate reason related to the administration or operation of Landlord's business, and/or Landlord's financial condition or economic circumstances.

ARTICLE III – EXTENSIONS

The Parties may elect to extend the Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

ARTICLE IV – DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Annual rent for the Term shall be One Dollar (\$1.00) each year, due on the month and day of the Commencement Date.

ARTICLE V – OBLIGATIONS FOR MAINTENANCE, REPAIRS, AND ALTERATIONS; UTILITIES

Section 1. Routine Maintenance and Repairs. During the Term of this Lease, Tenant, at its own cost and expense, shall be responsible for all routine maintenance and repair of the Leased Premises, including without limitation such regular preventative maintenance and incidental repairs as are necessary to keep the Leased Premises in good order, operating condition, and repair. If provided pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 between the City of Loveland and the Loveland Rural Fire Protection District, including all subsequent amendments thereto (collectively, the "***Establishing IGA***"), the Tenant shall utilize and pay for the facilities support services to be provided by the City of Loveland to the Loveland Fire Rescue Authority under the Establishing IGA ("***Facilities Support Services***") in effecting such routine maintenance and repairs of the Leased Premises pursuant to this Section 1, to the extent such routine maintenance and repairs are included within the scope of the Facilities Support Services. If provided pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 between the City of Loveland and the Loveland Rural Fire Protection District, including all subsequent amendments thereto (collectively, the "***Establishing IGA***"), the Tenant shall utilize and pay for the facilities support services to be provided by the City of Loveland to the Loveland Fire Rescue Authority under the Establishing IGA ("***Facilities Support Services***") in effecting such routine maintenance and repairs of the Leased Premises pursuant to this Section 1, to the extent such routine maintenance and repairs are included within the scope of the Facilities Support Services.

Section 2. Capital Improvements and Major Maintenance and Repairs. During the Term of this Lease, Landlord, at its own cost and expense, shall be responsible for all capital improvements and major maintenance and repairs of the Leased Premises, including without limitation such structural repairs, replacements, alterations, and upgrades as are necessary to

keep the Leased Premises in good order, operating condition, and repair, and/or to enhance the value or extend the life of the Leased Premises.

Section 3. Tenant's Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the written consent of the Landlord. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi-public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes, and/or installations in, to, or upon the Leased Premises, and the Tenant agrees to pay for such licenses or permits.

Section 4. Permits and Expenses. Each Party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party shall give written notice to the other Party of any repairs required of the other pursuant to the provisions of this Article, and the Party responsible for said repairs agrees promptly to commence such repairs and to diligently prosecute the same to completion, subject, however, to the delays occasioned by events beyond the control of such Party.

Each Party agrees to pay promptly when due the entire cost of any work performed by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens or verified statements for labor and materials. Each Party further agrees that in performing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

Section 5. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, that are directly charged or imposed against the Leased Premises, or which the Parties mutually agree should be allocated against the Leased Premises (collectively, "**Utilities Services**"). If provided pursuant to the Establishing IGA, some or all of the Utilities Services may be included and paid for by the Tenant as part of the City of Loveland's Facilities Support Services.

Section 6. Relocation of Retention Pond. The Parties acknowledge that, due to potential contamination, the retention pond currently located on the Leased Premises must be remediated and filled in ("**Retention Pond Project**"). Lessee shall be solely responsible for performing the Retention Pond Project. All costs incurred by the Lessee in performing the Retention Pond Project shall be paid by Landlord.

ARTICLE VI – TENANT'S COVENANTS

Section 1. Tenant's Covenants. Tenant covenants and agrees as follows:

A. To procure any licenses and permits required for any use made of the Leased Premises by the Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by the insurance coverage, structural repairs (unless the Tenant is obligated to make such repairs hereunder), and reasonable wear and tear.

B. To permit the Landlord to enter the Leased Premises upon reasonable notice to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease.

ARTICLE VII – USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by the Tenant exclusively for fire suppression, fire protection, public education, rescue, extrication, hazardous materials, ambulance, emergency medical services, and related fire and emergency services administration, support, and training activities. The Tenant also may, in its discretion, permit other emergency services personnel to participate in the training activities of the Tenant's personnel or to separately conduct training; provided, however, that the Tenant shall first obtain appropriate written liability waivers and release forms from any third party and its personnel participating in training activities on the Leased Premises.

Nothing herein shall give the Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee, which or who shall use the Leased Premises for any other use.

ARTICLE VIII – SIGNAGE

Section 1. Exterior Signs. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, and thereafter to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided, that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs and Fixtures. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ARTICLE IX – INSURANCE

Section 1. During the Term of this Lease, Landlord shall continue such comprehensive casualty and liability insurance for the Leased Premises as is maintained by Landlord immediately before the Commencement Date of this Lease. All such insurance will name Landlord and Tenant as insureds. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to Tenant, and the loss payable endorsement will provide that all amounts payable by reason of loss of or damage to the Leased Premises will be payable only to Landlord.

Section 2. Insurance Proceeds. Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement, or any combination thereof shall be the sole property of Landlord, and if the proceeds necessary for such repair, restoration, rebuilding, or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Landlord shall suffer the deficiency.

Section 3. Subrogation. The Parties hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of the Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

ARTICLE X – DAMAGE TO DEMISED PREMISES

Section 1. Repairs and Restoration. The Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace, or rebuild the Leased Premises (excluding the Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of the Landlord.

ARTICLE XI – DEFAULT

Section 1. Landlord's Remedies.

A. In the event that:

(1) The Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

(2) Tenant has caused a lien or verified statement to be filed against the Leased Premises and said lien is not removed, or Tenant has caused such statutory steps as are necessary to have it removed, within thirty (30) days of recordation thereof; or

(3) The Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by the Tenant hereunder for a period of thirty (30) days after notice to the Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

(4) Sixty (60) days have elapsed after the commencement of any proceedings by or against the Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of the Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant);

then the Landlord shall be entitled to its election (unless the Tenant shall cure such default prior to such election) to exercise concurrently or successively, any one or more of the following rights:

(a) Terminate this Lease by giving the Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date specified were the date herein originally fixed as the termination date of the Term, and all rights of the Tenant under this Lease and in and to the Premises shall expire and terminate, and the Tenant shall remain liable for all obligations under this Lease arising prior to the date of such termination, and the Tenant shall surrender the Leased Premises to the Landlord on the date specified in such notice; or

(b) Without terminating this Lease and with notice to the Tenant, the Landlord may, in its own name but as agent for the Tenant, enter into and upon and take possession of the Premises or any part thereof, and at the Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of the Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and the Landlord may rent the Leased Premises or any portion thereof as the agent of the Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as the Landlord may deem necessary or desirable in order to relet the Leased Premises. The Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from the

Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by the Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises, Landlord may grant rent concessions, and the Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to the Landlord the entire sums then due from the Tenant hereunder, Tenant shall pay any such deficiency to the Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by the Landlord to terminate this Lease, unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(c) Without liability to the Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether the Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

(d) Pursue such other remedies as are available at law or equity.

B. Landlord's pursuit of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow the Tenant to withhold any payments under this Lease.

Section 2. Landlord's Self Help. If the Tenant shall default in the performance or observance of any of its agreements or conditions in this Lease and the Tenant shall not cure such default within thirty (30) days after notice from the Landlord specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Tenant, and any amount paid or contractual liability incurred by the Landlord in so doing shall be deemed paid or incurred for the account of the Tenant, and the Tenant agrees to reimburse the Landlord therefor and save the Landlord harmless therefrom; provided, however, that Landlord may cure any such default prior to the expiration of said waiting period, without notice to Tenant if an emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Landlord's interest therein, or to prevent injury or damage to persons or property.

Section 3. Tenant's Self Help. If the Landlord shall default in the performance or observance of any of its agreements or conditions in this Lease, and if the Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Landlord, and any amount paid or contractual liability incurred by the Tenant in so doing shall be deemed paid or incurred for the account of the Landlord, and the Landlord agrees to reimburse Tenant therefor and save the Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Tenant's interest therein, or to prevent injury or damage to persons or property.

ARTICLE XII – TITLE

Section 1. Quiet Enjoyment. The Landlord covenants and agrees that upon the Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on the Tenant's part to be observed and performed hereunder, the Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from the Landlord or any persons lawfully claiming through the Landlord.

Section 2. Zoning and Good Title. The Landlord warrants and represents, upon which warranty and representation the Tenant has relied in the execution of this Lease, that the Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants, and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by the Tenant. The Landlord warrants that the Landlord has full right and lawful authority to execute this Lease for the Term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this Lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use," or valid and binding decision of appropriate authority, except, however, that said representation and warranty by the Landlord shall not be applicable in the event that the Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority.

ARTICLE XIII – HOLDING OVER/WAIVERS/NOTICES

Section 1. Holding Over. In the event that the Tenant or anyone claiming under the Tenant shall continue occupancy of the Leased Premises after the expiration of the Term or any renewal or extension of the Term without any agreement in writing between the Parties with respect thereto, such occupancy shall not be deemed to extend or renew the Term, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 2. Waivers. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

Section 3. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery or by mailing to the address set forth above, or such other address as a may be designated by the applicable Party, by certified mail, return receipt requested, postage prepaid. Any such notice or other communication shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed.

ARTICLE XIV – PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of the Tenant or of others located on the Leased Premises, except where caused by the intentional or negligent act or omission of the Landlord, or the Landlord's agents, employees, volunteers, or contractors; provided, however, that if the Tenant shall notify the Landlord in writing of repairs which are the responsibility of the Landlord under Article V hereof, and the Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice, loss of or damage to the Tenant's property shall result from the condition as to which the Landlord has been notified, the Landlord shall pay the Tenant for any loss, cost, or expense arising therefrom.

Section 2. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act other than the Tenant's obligation to make payments of rent and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either Party.

ARTICLE XV – MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings, and equipment presently, and all other trade fixtures installed in or hereafter by or at the expense of the Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of the Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by the Tenant, shall remain the property of the Tenant and the Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the Term hereof, provided that the Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, each Party agrees, upon request in writing from the other Party, to execute, acknowledge, and deliver to the other Party or to any person designated by the other Party a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other Party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, and provided that this Lease may still be performed in accordance with the Parties' intent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 4. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

Section 5. Entire Agreement. Except for the Establishing IGA between the Parties, which shall remain in full force and effect, this instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. In the event of a conflict, however, between this Agreement and the Establishing IGA, the Establishing IGA shall control. This Lease shall not be amended or modified in any way except by a writing executed by the Parties. Course of performance, no matter how long it may continue, shall not be deemed an amendment or modification of this Lease.

Section 6. Governmental Immunity. Nothing in this Lease shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 7. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party beyond those obligations for which the Party previously appropriated funds.

Section 8. Governing Law; Jurisdiction and Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance, and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. In any dispute arising from or relating to this Lease, the prevailing Party shall be awarded its attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

Signed, sealed, and delivered in the presence of:

LANDLORD: City of Loveland, a Colorado home rule municipality

By: _____

Title: _____

Date: _____

ATTEST:

TENANT: Loveland Fire Rescue Authority, a public entity of the State of Colorado

By: _____

Title: _____

Date: _____

ATTEST:

EXHIBIT A

Training Site Description

NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT (City of Loveland Fire Stations 1, 2, 3, 4, 5, and 6)

THIS NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT ("*Lease*") is entered into by and between the City of Loveland, a home-rule municipality of the State of Colorado, whose address is 500 E. 3rd Street, Loveland, CO 80537 ("*Landlord*"), and the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("*Tenant*"). The Landlord and the Tenant are referred to collectively as the "*Parties*" and individually as a "*Party*".

ARTICLE I – GRANT OF LEASE

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the real property described in **Exhibit A**, attached hereto and incorporated by reference herein ("*Leased Premises*"), together with all improvements located thereon on the Commencement Date (defined below). The Landlord further leases to the Tenant all Opticom and other information technology systems, components, equipment, hardware, and software located on the Leased Premises, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones.

ARTICLE II – LEASE TERM

Section 1. Total Term of Lease. The term of this Lease begins on the Commencement Date, as defined in Section 2 of this Article II, and terminates fifty (50) years from the Commencement Date ("*Term*"), unless sooner terminated in accordance with Section 3 of this Article II.

Section 2. Commencement Date. The "*Commencement Date*" means the date the last Party signs this Agreement.

Section 3. Termination for Business Reason. Tenant may terminate this Lease for any reason upon one (1) year's prior written notice to Landlord. Landlord may terminate this Lease for any business reason if Landlord offers Tenant comparable alternative space, at the same rental rate and on the same terms and conditions set forth herein, for the balance of the original fifty (50) year term, which alternative space is acceptable to Tenant and from which Tenant can engage in the uses described in Section 1 of Article VIII below. Termination by Landlord for any business reason shall be effective one (1) year after Tenant's acceptance of the comparable alternative space, which acceptance shall not be unreasonably withheld. For purposes of this paragraph, "business reason" shall mean a legitimate reason related to the administration or operation of Landlord's business, and/or Landlord's financial condition or economic circumstances.

ARTICLE III – EXTENSIONS

The Parties may elect to extend the Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

ARTICLE IV – DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Annual rent for the Term shall be One Dollar (\$1.00) each year, due on the month and day of the Commencement Date.

ARTICLE V – OBLIGATIONS FOR MAINTENANCE, REPAIRS, AND ALTERATIONS; UTILITIES

Section 1. Routine Maintenance and Repairs. During the Term of this Lease, Tenant, at its own cost and expense, shall be responsible for all routine maintenance and repair of the Leased Premises, including without limitation such regular preventative maintenance and incidental repairs as are necessary to keep the Leased Premises in good order, operating condition, and repair. If provided pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 between the City of Loveland and the Loveland Rural Fire Protection District, including all subsequent amendments thereto (collectively, the "***Establishing IGA***"), the Tenant shall utilize and pay for the facilities support services to be provided by the City of Loveland to the Loveland Fire Rescue Authority under the Establishing IGA ("***Facilities Support Services***") in effecting such routine maintenance and repairs of the Leased Premises pursuant to this Section 1, to the extent such routine maintenance and repairs are included within the scope of the Facilities Support Services.

Section 2. Capital Improvements and Major Maintenance and Repairs. During the Term of this Lease, Landlord, at its own cost and expense, shall be responsible for all capital improvements and major maintenance and repairs of the Leased Premises, including without limitation such structural repairs, replacements, alterations, and upgrades as are necessary to keep the Leased Premises in good order, operating condition, and repair, and/or to enhance the value or extend the life of the Leased Premises.

Section 3. Tenant's Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the written consent of the Landlord. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi-public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes, and/or installations in, to, or upon the Leased Premises, and the Tenant agrees to pay for such licenses or permits.

Section 4. Permits and Expenses. Each Party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party shall give written notice to the other Party of any repairs required of the other pursuant to the provisions of this Article, and the Party responsible for said repairs agrees promptly to commence such repairs and to diligently prosecute the same to completion, subject, however, to the delays occasioned by events beyond the control of such Party.

Each Party agrees to pay promptly when due the entire cost of any work performed by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens or verified statements for labor and materials. Each Party further agrees that in performing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

Section 5. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, that are directly charged or imposed against the Leased Premises, or which the Parties mutually agree should be allocated against the Leased Premises (collectively, "*Utilities Services*"). If provided pursuant to the Establishing IGA, some or all of the Utilities Services may be included and paid for by the Tenant as part of the City of Loveland's Facilities Support Services.

ARTICLE VI – TENANT'S COVENANTS

Section 1. Tenant's Covenants. Tenant covenants and agrees as follows:

A. To procure any licenses and permits required for any use made of the Leased Premises by the Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by the insurance coverage, structural repairs (unless the Tenant is obligated to make such repairs hereunder), and reasonable wear and tear.

B. To permit the Landlord to enter the Leased Premises upon reasonable notice to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease.

ARTICLE VII – USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by the Tenant exclusively for fire suppression, fire protection, public education, rescue, extrication, hazardous materials, ambulance, emergency medical services, and related fire and emergency services administration, support, and training activities. The Tenant also may, in its discretion, permit other emergency services personnel to participate in the training activities of the Tenant's personnel or to separately conduct training; provided, however, that the Tenant shall first obtain appropriate written liability waivers and release forms from any third party and its personnel participating in training activities on the Leased Premises.

Nothing herein shall give the Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee, which or who shall use the Leased Premises for any other use.

ARTICLE VIII – SIGNAGE

Section 1. Exterior Signs. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, and thereafter to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided, that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs and Fixtures. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ARTICLE IX – INSURANCE

Section 1. During the Term of this Lease, Landlord shall continue such comprehensive casualty and liability insurance for the Leased Premises as is maintained by Landlord immediately before the Commencement Date of this Lease. All such insurance will name Landlord and Tenant as insureds. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to Tenant, and the loss payable endorsement will provide that all amounts payable by reason of loss of or damage to the Leased Premises will be payable only to Landlord.

Section 2. Insurance Proceeds. Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement, or any combination thereof shall be the sole property of Landlord, and if the proceeds necessary for such repair, restoration, rebuilding, or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Landlord shall suffer the deficiency.

Section 3. Subrogation. The Parties hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of the Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

ARTICLE X – DAMAGE TO DEMISED PREMISES

Section 1. Repairs and Restoration. The Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace, or rebuild the Leased Premises (excluding the Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or

destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of the Landlord.

ARTICLE XI – DEFAULT

Section 1. Landlord's Remedies.

A. In the event that:

(1) The Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

(2) Tenant has caused a lien or verified statement to be filed against the Leased Premises and said lien is not removed, or Tenant has caused such statutory steps as are necessary to have it removed, within thirty (30) days of recordation thereof; or

(3) The Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by the Tenant hereunder for a period of thirty (30) days after notice to the Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

(4) Sixty (60) days have elapsed after the commencement of any proceedings by or against the Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of the Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant);

then the Landlord shall be entitled to its election (unless the Tenant shall cure such default prior to such election) to exercise concurrently or successively, any one or more of the following rights:

(a) Terminate this Lease by giving the Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date specified were the date herein originally fixed as the termination date of the Term, and all rights of the Tenant under this Lease and in and to the Premises shall expire and terminate, and the Tenant shall remain liable for all obligations under this Lease arising prior to the date of such termination, and the Tenant shall surrender the Leased Premises to the Landlord on the date specified in such notice; or

(b) Without terminating this Lease and with notice to the Tenant, the Landlord may, in its own name but as agent for the Tenant, enter into and upon and take possession of the

Premises or any part thereof, and at the Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of the Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and the Landlord may rent the Leased Premises or any portion thereof as the agent of the Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as the Landlord may deem necessary or desirable in order to relet the Leased Premises. The Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by the Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises, Landlord may grant rent concessions, and the Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to the Landlord the entire sums then due from the Tenant hereunder, Tenant shall pay any such deficiency to the Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by the Landlord to terminate this Lease, unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(c) Without liability to the Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether the Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

(d) Pursue such other remedies as are available at law or equity.

B. Landlord's pursuit of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow the Tenant to withhold any payments under this Lease.

Section 2. Landlord's Self Help. If the Tenant shall default in the performance or observance of any of its agreements or conditions in this Lease and the Tenant shall not cure such default within thirty (30) days after notice from the Landlord specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of

agreement, at any time thereafter cure such default for the account of the Tenant, and any amount paid or contractual liability incurred by the Landlord in so doing shall be deemed paid or incurred for the account of the Tenant, and the Tenant agrees to reimburse the Landlord therefor and save the Landlord harmless therefrom; provided, however, that Landlord may cure any such default prior to the expiration of said waiting period, without notice to Tenant if an emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Landlord's interest therein, or to prevent injury or damage to persons or property.

Section 3. Tenant's Self Help. If the Landlord shall default in the performance or observance of any of its agreements or conditions in this Lease, and if the Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Landlord, and any amount paid or contractual liability incurred by the Tenant in so doing shall be deemed paid or incurred for the account of the Landlord, and the Landlord agrees to reimburse Tenant therefor and save the Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Tenant's interest therein, or to prevent injury or damage to persons or property.

ARTICLE XII – TITLE

Section 1. Quiet Enjoyment. The Landlord covenants and agrees that upon the Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on the Tenant's part to be observed and performed hereunder, the Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from the Landlord or any persons lawfully claiming through the Landlord.

Section 2. Zoning and Good Title. The Landlord warrants and represents, upon which warranty and representation the Tenant has relied in the execution of this Lease, that the Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants, and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by the Tenant. The Landlord warrants that the Landlord has full right and lawful authority to execute this Lease for the Term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this Lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use," or valid and binding decision of appropriate authority, except, however,

that said representation and warranty by the Landlord shall not be applicable in the event that the Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority.

ARTICLE XIII – HOLDING OVER/WAIVERS/NOTICES

Section 1. Holding Over. In the event that the Tenant or anyone claiming under the Tenant shall continue occupancy of the Leased Premises after the expiration of the Term or any renewal or extension of the Term without any agreement in writing between the Parties with respect thereto, such occupancy shall not be deemed to extend or renew the Term, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 2. Waivers. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

Section 3. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery or by mailing to the address set forth above, or such other address as a may be designated by the applicable Party, by certified mail, return receipt requested, postage prepaid. Any such notice or other communication shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed.

ARTICLE XIV – PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of the Tenant or of others located on the Leased Premises, except where caused by the intentional or negligent act or omission of the Landlord, or the Landlord's agents, employees, volunteers, or contractors; provided, however, that if the Tenant shall notify the Landlord in writing of repairs which are the responsibility of the Landlord under Article V hereof, and the Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice, loss of or damage to the Tenant's property shall result from the condition

as to which the Landlord has been notified, the Landlord shall pay the Tenant for any loss, cost, or expense arising therefrom.

Section 2. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act other than the Tenant's obligation to make payments of rent and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either Party.

ARTICLE XV – MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings, and equipment presently, and all other trade fixtures installed in or hereafter by or at the expense of the Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of the Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by the Tenant, shall remain the property of the Tenant and the Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the Term hereof, provided that the Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, each Party agrees, upon request in writing from the other Party, to execute, acknowledge, and deliver to the other Party or to any person designated by the other Party a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other Party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, and provided that this Lease may still be performed in accordance with the Parties' intent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 4. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

Section 5. Entire Agreement. This instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be amended or modified in any way except by a writing executed by the Parties. Course of performance, no matter how long it may continue, shall not be deemed an amendment or modification of this Lease.

Section 6. Governmental Immunity. Nothing in this Lease shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 7. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party beyond those obligations for which the Party previously appropriated funds.

Section 8. Governing Law; Jurisdiction and Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance, and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. In any dispute arising from or relating to this Lease, the prevailing Party shall be awarded its attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year below written.

Signed, sealed, and delivered in the presence of:

LANDLORD: City of Loveland, a Colorado home rule municipality

By: _____

Title: _____

Date: _____

ATTEST:

TENANT: Loveland Fire Rescue Authority, a public entity of the State of Colorado

By: _____

Title: _____

Date: _____

ATTEST:

EXHIBIT A

Fire Station 1 Legal Description
Fire Station 2 Legal Description
Fire Station 3 Legal Description
Fire Station 4 Legal Description
Fire Station 5 Legal Description
Fire Station 6 Legal Description

NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT (Loveland Rural Fire Protection District Fire Stations 8 and 9)

THIS NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT ("*Lease*") is entered into by and between the Loveland Rural Fire Protection District, a political subdivision of the State of Colorado, whose address is 1423 W. 29th Street, Loveland, CO 80538 ("*Landlord*"), and the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("*Tenant*"). The Landlord and the Tenant are referred to collectively as the "*Parties*" and individually as a "*Party*".

ARTICLE I – GRANT OF LEASE

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the real property described in Exhibit A, attached hereto and incorporated by reference herein ("*Leased Premises*"), together with all improvements located thereon on the Commencement Date (defined below). The Landlord further leases to the Tenant all Opticom and other information technology systems, components, equipment, hardware, and software located on the Leased Premises, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones.

ARTICLE II – LEASE TERM

Section 1. Total Term of Lease. The term of this Lease begins on the Commencement Date, as defined in Section 2 of this Article II, and terminates fifty (50) years from the Commencement Date ("*Term*"), unless sooner terminated in accordance with Section 3 of this Article II.

Section 2. Commencement Date. The "*Commencement Date*" means the date the last Party signs this Agreement.

Section 3. Termination for Business Reason. Tenant may terminate this Lease for any reason upon one (1) year's prior written notice to Landlord. Landlord may terminate this Lease for any business reason if Landlord offers Tenant comparable alternative space, at the same rental rate and on the same terms and conditions set forth herein, for the balance of the original fifty (50) year term, which alternative space is acceptable to Tenant and from which Tenant can engage in the uses described in Section 1 of Article VIII below. Termination by Landlord for any business reason shall be effective one (1) year after Tenant's acceptance of the comparable alternative space, which acceptance shall not be unreasonably withheld. For purposes of this paragraph, "business reason" shall mean a legitimate reason related to the administration or operation of Landlord's business, and/or Landlord's financial condition or economic circumstances.

ARTICLE III – EXTENSIONS

The Parties may elect to extend the Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

ARTICLE IV – DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the Term shall be One Dollar (\$1.00) each year, due on the month and day of the Commencement Date.

ARTICLE V – OBLIGATIONS FOR MAINTENANCE, REPAIRS, AND ALTERATIONS; UTILITIES

Section 1. Routine Maintenance and Repairs. During the Term of this Lease, Tenant, at its own cost and expense, shall be responsible for all routine maintenance and repair of the Leased Premises, including without limitation such regular preventative maintenance and incidental repairs as are necessary to keep the Leased Premises in good order, operating condition, and repair.

Section 2. Capital Improvements and Major Maintenance and Repairs. During the Term of this Lease, Landlord, at its own cost and expense, shall be responsible for all capital improvements and major maintenance and repairs of the Leased Premises, including without limitation such structural repairs, replacements, alterations, and upgrades as are necessary to keep the Leased Premises in good order, operating condition, and repair, and/or to enhance the value or extend the life of the Leased Premises.

Section 3. Tenant's Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the written consent of the Landlord. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi-public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes, and/or installations in, to, or upon the Leased Premises, and the Tenant agrees to pay for such licenses or permits.

Section 4. Permits and Expenses. Each Party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when

applicable. Each Party shall give written notice to the other Party of any repairs required of the other pursuant to the provisions of this Article, and the Party responsible for said repairs agrees promptly to commence such repairs and to diligently prosecute the same to completion, subject, however, to the delays occasioned by events beyond the control of such Party.

Each Party agrees to pay promptly when due the entire cost of any work performed by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens or verified statements for labor and materials. Each Party further agrees that in performing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

Section 5. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, that are directly charged or imposed against the Leased Premises, or which the Parties mutually agree should be allocated against the Leased Premises.

ARTICLE VI – TENANT'S COVENANTS

Section 1. Tenant's Covenants. Tenant covenants and agrees as follows:

A. To procure any licenses and permits required for any use made of the Leased Premises by the Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by the insurance coverage, structural repairs (unless the Tenant is obligated to make such repairs hereunder), and reasonable wear and tear.

B. To permit the Landlord to enter the Leased Premises upon reasonable notice to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease.

ARTICLE VII – USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by the Tenant exclusively for fire suppression, fire protection, public education, rescue, extrication, hazardous materials, ambulance, emergency medical services, and related fire and emergency services administration, support, and training activities. The Tenant may also, in its discretion, permit other emergency services personnel to participate in the training activities of the Tenant's personnel or to separately conduct training; provided, however, that the Tenant shall first obtain appropriate written liability waivers and release forms from any third party and its personnel participating in training activities on the Leased Premises.

Nothing herein shall give the Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee, which or who shall use the Leased Premises for any other use.

ARTICLE VIII – SIGNAGE

Section 1. Exterior Signs. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, and thereafter to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided, that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs and Fixtures. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ARTICLE IX – INSURANCE

Section 1. During the Term of this Lease, Landlord shall continue such comprehensive casualty and liability insurance for the Leased Premises as is maintained by Landlord immediately before the Commencement Date of this Lease. All such insurance will name Landlord and Tenant as insureds. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to Tenant, and the loss payable endorsement will provide that all amounts payable by reason of loss of or damage to the Leased Premises will be payable only to Landlord.

Section 2. Insurance Proceeds. Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement, or any combination thereof shall be the sole property of Landlord, and if the proceeds necessary for such repair, restoration, rebuilding, or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Landlord shall suffer the deficiency.

Section 3. Subrogation. The Parties hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of the Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

ARTICLE X – DAMAGE TO DEMISED PREMISES

Section 1. Repairs and Restoration. The Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace, or rebuild the Leased Premises (excluding the Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of the Landlord.

ARTICLE XI – DEFAULT

Section 1. Landlord's Remedies.

A. In the event that:

(1) The Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

(2) Tenant has caused a lien or verified statement to be filed against the Leased Premises and said lien is not removed, or Tenant has caused such statutory steps as are necessary to have it removed, within thirty (30) days of recordation thereof; or

(3) The Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by the Tenant hereunder for a period of thirty (30) days after notice to the Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

(4) Sixty (60) days have elapsed after the commencement of any proceedings by or against the Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of the Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant);

then the Landlord shall be entitled to its election (unless the Tenant shall cure such default prior to such election) to exercise concurrently or successively, any one or more of the following rights:

(a) Terminate this Lease by giving the Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date specified were the date herein originally fixed as the termination date of the Term, and all rights of the Tenant under this Lease and in and to the Premises shall expire and terminate, and the Tenant shall remain liable for all obligations under this Lease arising prior to the date of such termination, and the Tenant shall surrender the Leased Premises to the Landlord on the date specified in such notice; or

(b) Without terminating this Lease and with notice to the Tenant, the Landlord may, in its own name but as agent for the Tenant, enter into and upon and take possession of the Premises or any part thereof, and at the Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of the Tenant, all without being deemed guilty of trespass or

becoming liable for any loss or damage which may be occasioned thereby, and the Landlord may rent the Leased Premises or any portion thereof as the agent of the Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as the Landlord may deem necessary or desirable in order to relet the Leased Premises. The Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by the Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises, Landlord may grant rent concessions, and the Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to the Landlord the entire sums then due from the Tenant hereunder, Tenant shall pay any such deficiency to the Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by the Landlord to terminate this Lease, unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(c) Without liability to the Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether the Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

(d) Pursue such other remedies as are available at law or equity.

B. Landlord's pursuit of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow the Tenant to withhold any payments under this Lease.

Section 2. Landlord's Self Help. If the Tenant shall default in the performance or observance of any of its agreements or conditions in this Lease and the Tenant shall not cure such default within thirty (30) days after notice from the Landlord specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Tenant, and any amount paid or contractual liability incurred by the Landlord in so doing shall be deemed paid or incurred for the account of the Tenant, and the Tenant agrees to reimburse the Landlord therefor

and save the Landlord harmless therefrom; provided, however, that Landlord may cure any such default prior to the expiration of said waiting period, without notice to Tenant if an emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Landlord's interest therein, or to prevent injury or damage to persons or property.

Section 3. Tenant's Self Help. If the Landlord shall default in the performance or observance of any of its agreements or conditions in this Lease, and if the Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Landlord, and any amount paid or contractual liability incurred by the Tenant in so doing shall be deemed paid or incurred for the account of the Landlord, and the Landlord agrees to reimburse Tenant therefor and save the Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Tenant's interest therein, or to prevent injury or damage to persons or property.

ARTICLE XII – TITLE

Section 1. Quiet Enjoyment. The Landlord covenants and agrees that upon the Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on the Tenant's part to be observed and performed hereunder, the Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from the Landlord or any persons lawfully claiming through the Landlord.

Section 2. Zoning and Good Title. The Landlord warrants and represents, upon which warranty and representation the Tenant has relied in the execution of this Lease, that the Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants, and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by the Tenant. The Landlord warrants that the Landlord has full right and lawful authority to execute this Lease for the Term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this Lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use," or valid and binding decision of appropriate authority, except, however, that said representation and warranty by the Landlord shall not be applicable in the event that the Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority.

ARTICLE XIII –HOLDING OVER/WAIVERS/NOTICES

Section 1. Holding Over. In the event that the Tenant or anyone claiming under the Tenant shall continue occupancy of the Leased Premises after the expiration of the Term or any renewal or extension of the Term without any agreement in writing between the Parties with respect thereto, such occupancy shall not be deemed to extend or renew the Term, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 2. Waivers. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

Section 3. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery or by mailing to the address set forth above, or such other address as a may be designated by the applicable Party, by certified mail, return receipt requested, postage prepaid. Any such notice or other communication shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed.

ARTICLE XIV – PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of the Tenant or of others located on the Leased Premises, except where caused by the intentional or negligent act or omission of the Landlord, or the Landlord's agents, employees, volunteers, or contractors; provided, however, that if the Tenant shall notify the Landlord in writing of repairs which are the responsibility of the Landlord under Article V hereof, and the Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice, loss of or damage to the Tenant's property shall result from the condition as to which the Landlord has been notified, the Landlord shall pay the Tenant for any loss, cost, or expense arising therefrom.

Section 2. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act other than the Tenant's obligation to make payments of rent and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either Party.

ARTICLE XV – MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings, and equipment presently, and all other trade fixtures installed in or hereafter by or at the expense of the Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of the Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by the Tenant, shall remain the property of the Tenant and the Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the Term hereof, provided that the Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, each Party agrees, upon request in writing from the other Party, to execute, acknowledge, and deliver to the other Party or to any person designated by the other Party a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other Party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, and provided that this Lease may still be performed in accordance with the Parties' intent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 4. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of a joint venture

between the Parties, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

Section 5. Entire Agreement. This instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be amended or modified in any way except by a writing executed by the Parties. Course of performance, no matter how long it may continue, shall not be deemed an amendment or modification of this Lease.

Section 6. Governmental Immunity. Nothing in this Lease shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 7. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party beyond those obligations for which the Party previously appropriated funds.

Section 8. Governing Law; Jurisdiction and Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance, and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. In any dispute arising from or relating to this Lease, the prevailing Party shall be awarded its attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year below written.

Signed, sealed, and delivered in the presence of:

LANDLORD: Loveland Rural Fire Protection District, a political subdivision of the State of Colorado

By: _____

Title: _____

Date: _____

ATTEST:

TENANT: Loveland Fire Rescue Authority, a public entity of the State of Colorado

By: _____

Title: _____

Date: _____

ATTEST:

EXHIBIT A

Fire Station 8 Legal Description
Fire Station 9 Legal Description

Agenda Item Cover

Item No.: 6

Meeting Date: July 27, 2016

Prepared By: Mark Miller, Fire Chief



TITLE

Discuss the Conceptual Overview of the New Station 7 Location, Timing and Funding

EXECUTIVE SUMMARY

Discuss options regarding the location of station 7 (west of Loveland), as well as the timing and how it will be funded.

BACKGROUND

As indicated in the Strategic Plan, station 7 (formerly labeled station 10), was considered a "medium priority" when the Strategic Plan was adopted in 2012. It was conceptually slated to be constructed in 2016/2017. However, adequate funding, and locating suitable property have pushed the station back to 2018/2019. There was an assumption that the station would be jointly funded by Capital Expansion Fees (CEFs) from the City and Rural District capital dollars. There was no firm agreement as to what percentage the City would pay and what percentage the Rural District would pay. Discussion around this topic suggested that one option was to fund the station 50%/50%, City and Rural. However this funding suggestion has not been discussed formally or vetted as of this date.

LFRA staff believe the time has come to determine the most appropriate funding mechanism for station 7. If we stay on track to build the station in 2018/2019, we must determine funding options now. It has also been discussed and suggested that the Rural District may have to hold an election to increase the mill levy in the Rural District for Capital costs, such as funding the station and associated equipment. If this is the direction the Board chooses to take, timing is of essence relative to strategic planning for such an election. Furthermore, the City and the Rural must agree on an appropriate funding percentage, based on a justifiable analysis.

STAFF RECOMMENDATION

Staff is asking that the Board give direction regarding proceeding with the development of a funding methodology/justification for station 7. While staff believes it is appropriate and reasonable for the two entities to split the capital costs evenly, it is important to conduct a formal analysis so the City and Rural District can make an informed, and equitable decision.

FINANCIAL/ECONOMIC IMPACTS

Financial impacts for both the City and the Rural District are based on the contributions necessary.

ASSOCIATED STRATEGIC GOALS

Deploy an effective emergency response to minimize damage and loss.

ATTACHMENTS

None

Agenda Item Cover

Item No.: 7

Meeting Date: July 27, 2016

Prepared By: Renee Wheeler, Administrative Director



TITLE

Review Briefing Papers and Correspondence

EXECUTIVE SUMMARY

The Chief's report includes a variety of general updates from the May Monthly Report and June topics of interest.

June Monthly Report

- June Overview
- Training Center Master Plan/Design
- Administrative Matters
- Amateur Radio Emergency Services Team
- Kill the Flashover (KTF)
- Big Thompson Canyon Station 9 Open House

- Operations Division Overview
- Community Safety Division Overview

Additional Topics For Board Update

- Citizen complaint issue
- Budget process update
- FRAC Update

BACKGROUND

This section of the agenda is intended to provide general information to keep board members apprised of various project status and department updates.

AGREEMENTS SIGNED DURING THE MONTH

Intergovernmental Mutual Aid Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance

STAFF RECOMMENDATION

N/A

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

N/A

ATTACHMENTS

- Fire Chief's Monthly Report
- Letters & Articles
- June Statistics



Loveland Fire Rescue Authority June 2016 Month-End Report

Fire-Rescue Administrative Division

Chief Mark Miller and Public Safety Administrative Director Renee Wheeler

June 2016 Overview -

June leadership truism: "The only way to make life easier is to admit, it's not easy".

Highlights of the June report include: Training Center Master Plan; LFRA Administrative items; ARES Team; KTF event; Station 9 Open House

Training Center Master Plan/Design -

As previously reported, we are moving forward with the Training Center Master Plan and have had several productive meetings. Currently we are working with an engineer in the burn building design process and it's proving to be a worthwhile effort in putting together a very functional, unique burn prop tower. Additionally, we are working to eliminate the current retention pond at the Training Center to mitigate environmental issues, and, due to the relocation, we will be redesigning the entire drainage system on the property. On June 30th we will be attending a Conceptual Review Team meeting to more fully understand what we need to do to keep the project on track and meeting City requirements.

Administrative Matters -

Renee Wheeler and our admin team, including Roylene Sterkel and Cheryl Cabaruvias continued with 2017 budget development work, including meeting with program coordinators to refine inventories and equipment replacement plans, identified 2017 requests, projected revenue, identified variances between requests and current year budgets, identified total budget targets, revised the ten year plan, and worked on 2017 supplemental requests...busy indeed!

On-going maturation items included, contract management, revising Administrative Regulations (gifts, meals, travel, purchasing, capital assets, firearms), etc. Admin staff completed all the format and position reference changes in the all the City Administrative Regulations adopted by the Authority toward the end of last year, which became effective January 1 of this year.

Renee has worked tirelessly developing strategies for a sustainable LFRA Fleet Replacement Fund, 2017 and beyond, to include refining the schedule that identifies the annual savings required for each vehicle/apparatus in the fleet and the schedule that identified the total replacement costs for all vehicle/apparatus in each year to create a plan through 2030 for the new LFRA Fleet Replacement Fund. This is a significant undertaking and something we hope will carry us well into the future relative to fleet replacement.

Lastly, LFRA was fortunate to receive three grants, two from the Colorado Division of Fire Prevention and Control, for Canyon bunker gear and a second set of selective gear to aid in our efforts to support cancer prevention, and the third grant from the Department of Homeland Security, for EOC communication equipment. Admin work included grant expenditure compliance work and the preparation of the supplemental request for the recent grant awards...good stuff!

Amateur Radio Emergency Services Team -

June 25th and 26th, our Amateur Radio Emergency Services team (ARES) will be competing in a national event known as the ARRL Field Day. Our team has competed in this event many times in the past and has done quite well by placing in the top 5 more than once.

When we have large emergencies and local disasters, our ARES Team provides the EOC and our crews in the field with redundant emergency voice and digital communication systems. The ARRL Field Day event is designed to test that capacity in a friendly competition with other ARES teams around the country.

Kill the Flashover (KTF) –

LFRA hosted the KTF event on June 7, 8, and 9. If you are wondering what KTF is all about, basically, it's scientific based research that is looking at ways to attack fires in structures in a safer more effective manner. A learning foundation of sorts which is based on the discovery of change and its impact. Project Kill the Flashover creates an environment of testing and challenging the fences of our learning. Kill the Flashover, began in 2011, by a group of firefighters that wanted to explore the tactical causes to fire behavior that were causing interior fire suppression/search crews thermal injuries or death. It had historically been hosted on the East coast, but due to some key networking and relationship building by LFRA members, we were asked to host a *KTF West* event. It's important to mention that this event was the only one like it in the Western US.

This was a HUGE deal for LFRA and the Loveland Community. Individuals from *nine states and three different countries* participated. Check out the pictures and explanations in the Ops Section report that follows this report.

An important element of the event was a *Firefighter Cancer Awareness* segment that educated firefighters on best practices for preventing firefighter cancer, which is seven times more prevalent in firefighters than the normal population. Part of the awareness education was the introduction to a cancer sniffing dog (yes, you read that correctly). Voluntarily, firefighters spent a brief time with the dog (accompanied by his canine behaviorist handler) to analyze them (by using his profound sense of smell), to determine if cancer or a similar disease was prevalent in their bodies. It was an extraordinary experience for those that were able to take part.

Big Thompson Canyon Station 9 Open House –

On June 25th, we officially dedicated the Big Thompson Canyon Station 9, which was built primarily by Canyon Volunteer Captain Dave Legits. Dave had some help along the way, but for the most part, he built the station from the ground up. It is a three bay station located near Storm Mountain Drive up the Canyon and north of Drake. The station was built from donations, as well as funds from the Loveland Rural Fire Protection District. The land was donated by Erlean and Ray Berg. This is of significant benefit to LFRA and the west Loveland community and will house several pieces of fire apparatus applicable to that response area. Thank you for your tireless efforts and commitment Captain Legits, and thanks to the Rural District Board for all their support!

Fire–Rescue Operations Division - Division Chief Greg Ward
Response, Readiness, Resources & Relationships

June 2016

RESPONSE

- 5/28/16 – LFRA was dispatched to the Northern Colorado Regional Airport for a large fuel spill from a fuel service truck. Haz Mat crews from LFRA, Poudre Fire Authority, Windsor-Severance Fire Rescue and the Colorado State Patrol worked for several hours to control and contain the spill. Approximately 400 gallons of fuel leaked from the truck before the balance of the fuel could be transferred to another tanker truck.
- 5/29/16 – Estes Valley Fire District requested LFRA's assistance on an early morning residential fire. Engine 2, Engine 3, Engine 8 (Canyon Battalion) and Battalion 1 responded to the scene and assisted with controlling the fire.
- 5/30/16 – Battalion 1, Engine 1 and Rescue 2 responded to a house fire in north Berthoud, the fire originated in the garage and extended to the attic above the kitchen before being brought under control.
- 6/16/16 – Crews responded to a hazardous material spill at 999 North Van Buren Avenue. Crews initiated decontamination procedures for several workers that had been exposed to the leak, they were all evaluated by Thompson Valley EMS. LFRA Haz Mat crews wearing fully encapsulating haz mat suits with the assistance of the Poudre Fire Authority on duty Haz Mat Company controlled the leaking cylinder and ventilated the structure.
- 6/17/16 – A lightning sparked wildland fire grew to just under three acres in the Bobcat Ridge area, LFRA, Poudre Fire Authority and US Forest Service personnel worked for several hours to contain the fire. Two water dropping helicopters assisting with establishing a containment line around the fire. The following day crews from LFRA, Berthoud Fire District, Front Range Fire Rescue Authority and City of Fort Collins Rangers returned to the scene to finish controlling and extinguishing the fire.
- 6/17/16 – A residential fire was reported on East Eisenhower Boulevard, Engine 6 and Tower 6 arrived on scene and reported a working fire in a single story house. Crews deployed a smoke curtain to limit the amount of air the fire was getting while the fire attack was initiated. The fire was controlled quickly, crews remained on scene for several hours overhauling the fire area and completing the fire investigation.
- 6/21/16 – A vehicle vs. guardrail accident occurred on I-25 at the Johnstown Exit that required a highly technical patient extrication operations. The guardrail penetrated the passenger compartment and pinned the driver inside. The guardrail was under tension which required multiple hydraulic rescue tools to be in operation at the same time to stabilize the guardrail and remove the vehicle from around the driver. Crews from LFRA, Berthoud Fire District, Front Range Fire Rescue Authority and Thompson Valley EMS completed the rescue in approximately 25 minutes.
- 6/21/16 – A grass and debris fire extended to a detached garage on East 1st Street, the exterior fire was being controlled by a resident with a garden hose when Battalion 1 arrived on scene. Crews initiated a fire attack operation to control the fire in the garage, the damage was limited to one corner of the structure.

READINESS

- As the water in the Big Thompson River started to rise, crews completed the annual swiftwater rescue training in various river locations around the district.
- Thompson Valley EMS trained LFRA personnel on ambulance operations, LFRA personnel frequently assist the paramedics with critical patients during patient transport to the hospital.
- LFRA along with several partner agencies hosted the Kill the Flashover West training and research event.
- Plans are being initiated for emergency response in the Big Thompson Canyon during the highway construction project that will kick off in July. LFRA is working with the construction managers, Thompson Valley EMS, Larimer County Emergency Services and Estes Valley Fire District on developing the response plan.

- LFRA's Training Center includes a railroad spur which allows for the Burlington Northern – Santa Fe Railroad haz mat training cars to be brought in for on-site training. LFRA is hosting a statewide haz mat training utilizing the training cars this month.

RESOURCES

- LFRA is evaluating a wildland urban interface planning system that the Castle Rock Fire Department developed. This program appears to be a low cost, high value system for establishing pre-incident plans for these areas.
- A part-time firefighter hiring process is in progress to fill one vacant position and to establish a candidate list for the balance of the year.
- LFRA Station 9 on Storm Mountain officially opened on June 25th, the new three bay firehouse houses a brush engine, tender and rescue UTV for the Canyon Battalion volunteers.

RELATIONSHIPS

- Engine 6 provided station coverage at Front Range Fire Rescue Authority Station 1 during the funeral service of a long time Johnstown Firefighter.



Airport Fuel Spill



Estes Park House Fire



Berthoud House Fire



Van Buren Ave Haz Mat Incident



Bobcat Ridge Wildland Fire



East Eisenhower House Fire



Johnstown Exit Traffic Accident



Kill the Flashover Training



Firefighter Decontamination Procedures



BNSF Railroad Haz Mat Training Cars

**Community Safety Division
Division Chief, Ned Sparks
June 2016**

Update/overview of CSD, Special Events (Ned):

- ❖ Evaluation of the Lovelander Hotel safety evaluation completed by Building and Fire. The list of code violations is being compiled and a meeting will be set with the owner in July.
- ❖ 4th of July Fireworks show; fireworks, security, fencing and lighting are done. One member of the Lake Loveland RC is concerned that the closed area on the lake is private and Fire cannot exclude them from access. As an alternative, I asked City Legal (Moses) to draft a hold harmless agreement stating the area would be policed by the homeowners. The pyro-technician for the show, the rep for the LLRC and I met to review the code requirements and the LLRC was presented the draft agreement for the HOA to review. **LLRC declined to sign the agreement and will be self-policing the fallout zone. We will be working with them to buoy the area and monitor the area for compliance.**
- ❖ LFRA continues to work with partner organizations creating a program. The group is calling itself Thompson School Education Coalition – TSEC. Review of the standards specific to the elementary grades to ensure each discipline is in alignment with the requirements. R2J is taking on the scheduling of the resources for agencies.
- ❖ Training class scheduled for DDA/LDP for Building and Fire to discuss the DRT/CRT process in July.
- ❖ Problematic repetitive issues with both the contractor and architect on Alternatives to Violence. Discussions with Building are ongoing to determine what can be done to prevent further problems to include suspending licenses.

Significant Building Plan Reviews, and Inspections (Carie, Ingrid and Allen):

City Building/Fire project review:

- High Plains School - Began final inspections for general construction, fire sprinkler and fire alarm systems.
- Resolved issues for anechoic chamber fire protection for the Hach expansion (met with general contractor, FM Global, etc.)
- Orthopedic Center of the Rockies expansion - The proposed two-story expansion for the surgery and surgery rehab center at the west side took out our full hose coverage for the south of existing building, and for the proposed new footprint. The design team repeatedly DID accommodate our 2nd access requirement, Fire access road requirements (for hose coverage and etc.). Planning needed multiple revisions because of a landscape easement along the Eisenhower corridor...our fire access road, while not infringing upon it, limited landscape at a pinch point. LFRA has had to explain to McWhinney group and planners several times that it is not practical to operate off of the side of Eisenhower (there is landscaping, berming, foot-distance, ditches, and other features that would cause hardship from operations point of view).
- Alternatives to Violence (Safehouse) - With advice on door hardware, LFRA did a site visit and found that the internal layout of walls, etc, deviated GREATLY from what was permitted. LFRA returned for inspection with building dept. and Bldg. Dept. red-tagged the building to stop all work until the permit drawings reflect all changes already made. There have been multiple meetings with the Contractor, Architect, Building Dept, Owner's rep, and LFRA. The permit drawings will be fully updated and submitted by early next week. ATV would like a TCO as soon as possible, but they will not be allowed a TCO until all site and access improvements are installed. LFRA will determine, upon final inspections, as to whether some of the deviations from plans actually were built in code compliance.
- LFRA did site inspection at National Lease / A&E tire on Ward Ave. A&E has rented indoor and outdoor space from National Lease, and had conditions of use given by LFRA. We provided minimum setbacks that the container has to be from building, to be in compliance w/ not having fire rated assembly on the walls. A&E proposes to hardware electrical in a new container being delivered soon. A permit will be required.

County project review:

- Collinswood Designs – continuing process of working through the Larimer County Building Dept. and LFRA to meet wood working and spray booth requirements.
- Received Firehouse Storage submittal for wooden structures from Larimer County – multiple code corrections required.

Johnstown

- Two projects were allowed through the Johnstown review process that did not meet code compliance – attempts to work with the project owner and Johnstown CBO are in process.

Emergency Management*Significant events:*

- ☒ Several governing documents and IGAs were in play this month for approval, adoption, or finalization. The City of Loveland – Continuity of Operations Plan was finalized and approved by the City and LFRA. This document contains “plans B & C” on how best to maintain the delivery of critical and essential services when there is a significant impact on the City’s capacity, facilities, or personnel.
- ☒ The Larimer County Multi-Jurisdictional Hazard Mitigation Plan (HMP) was finalized and is scheduled for adoption through a resolution by City Council and also goes to the Fire Board for approval. This document contains a Loveland-specific Threat and Hazard Identification and Risk Assessment (THIRA) that helps us to map our risks; define mitigation projects that avoid, divert, lessen, or eliminate a threat or hazard; and, identify the resources needed to accomplish those tasks.
- ☒ A State Homeland Security Grant of up to \$20,000 was awarded to the City for EOC technology upgrades, planning, and exercises and will go to Council, to the Fire Board, and to the Rural Board to accept the award and appropriate the money within our budget. Larimer County is the acting fiscal agent for this award and the equipment purchases have already been identified which include an upgrade to the EOC 800 MHz radios, wireless bases, and wireless headsets.

Flood Recovery

- Attended on-going city recovery planning meetings
- Mitigation Master Plan under development
- Disaster Recovery Plan under development

Operations and Maintenance

- Collaborated with IT Dept for installation of digital matrix in EOC, project is 95% completed
- Collaborated with IT Dept for EOC laptop configuration improvements, project is done
- Populated the EOC email groups for personnel who normally work 1st operational period
- Placed orders for repairs to EOC equipment damaged during move to new tower
- ARES emergency communications equipment tested via ARRL Field Day competition
- EOC / Station 1 emergency generator tested during ARES radio tests

Planning and Documentation

- The updated county-wide all hazards mitigation plan (HMP) is finalized and goes to CC and the Fire Board for adoption
- The finalized Continuity of Operations Plan (COOP) was approved by LFRA and the City; document was distributed to M-Team.

- The first draft of the Mitigation Master Plan (MMP) is nearly completed.
- Continued to work on several IGAs and MAs
- Made 2017 budget and an explanation document
- CDOT has given preliminary approval to move I-25 alternate traffic route out of downtown
- Met with vendor for purchasing Loveland-specific emergency guides, decision to purchase is pending
- Attended VIP visit planning meeting with county partners

Emergency Preparedness Relationships

- Attended United Way 211 - State of the Community Luncheon
- Assisted House of Neighborly Services with emergency and BCOOP planning
- Met with PIO from Canyon Fire Dept.

Grants

- Began processing 2015 SHSG and purchases for EOC radio upgrades and headsets
- Had several brief grant meetings w/Cheryl
- Met with state field manager ref: EMPG rules & regulations
- Submitted request for weather radios from NEAHR; this is 2015 SHSG and has no match requirement
- Worked with Finance dept. to craft a reply to the state regarding the findings from the 2015 site monitoring visit for EMPG

Training and Public Outreach

- BCOOP Outreach Program development underway and should be ready for launch in July

Training Received

- Viewed CMA presentation for Retirement Readiness
- Attended IT training on new EOC laptop configuration for use during EOC activations
- Attended Everbridge administrators refresher training
- Attended accreditation presentation & training given by Ty
- Attended Kronos training given by Chief Cerovski
- Attended 2 day course on Disaster Management for Electric Power Systems at Rawhide

Exercises

- Attended 2016 Airport exercise development meetings
- Participated in MCR's TTX for active shooter

PIO, Website & Public Education (Scott):

- Press release for KTF
- Photos and PIO duties at KTF West (all 3 days)
- PIO duties for MVA with injured CDOT worker
- Numerous LFRA social media posts and website updates
- BNSF First Responder Express appreciation event coordination and press release
- NOCO Communicators (PIO) meeting
- Thompson Safety Education Coalition meeting
- Site visit at Canyon Bakehouse for safety planning and COOP discussion
- Everbridge training at IT Lab
- Revised MSEL for upcoming Airport Exercise
- Attended Emergency Management Academy in Centennial (24 hours)
- EMS training (2 hours)

- FEMA social media for public safety training webinar (1 hour)
- 1 car seat inspection/installations
- 1 youth firesetting family intervention session

ISO, Accreditation, Fracking, Inspections, Investigations (Ty):

Accreditation:

- ✘ Updated CRESA-SOC document with 2015 annual report info
- ✘ Update self-assessment tracking tools
- ✘ Train authors of self-assessment manual: 20 of 24 trainings completed as of 6/20/16
- ✘ May response performance analysis for BTCVFD
- ✘ May response performance analysis for TVEMS
- ✘ May month-end/response performance analysis for LFRA
- ✘ Write Performance Indicators for Criterion 2A
- ✘ Review Performance Indicators for Category 5C
- ✘ Update ETI NFIRS reports for missing Lat/Long for 4 reports
- ✘ Analyze times for dispatch call handling processes
- ✘ Turnout time analysis by shift for BCs
- ✘ Incident analysis for DC Ward (MVAs, fire alarms, EMS, service calls)
- ✘ Review guideline for aerial device maintenance

Inspections:

- ✘ HazMat permit inspections x4
- ✘ General facility inspections x5
- ✘ Knox box updates x3
- ✘ Review and approve 8 burn permits, deny 3 burn permits
- ✘ Fix numerous hazmat permit issues in ETI
- ✘ Update special events and tent permits policy
- ✘ LPG permit application review for Ranchway Feeds Arena
- ✘ Hach Chemical submittal meeting with Ingrid
- ✘ Set up new HazMat permit for 1215 S Grant Ave
- ✘ Meet w/ Karen and Carie re changes to ETI Inspections module for tracking non-City new construction projects

Investigations:

- ✘ 5/20: Mutual aid to Front Range Fire Rescue for fire investigation @ 348 Wyss Street, Johnstown
- ✘ Follow-up w/ private investigator re 348 Wyss Street structure fire
- ✘ Meet w/ Berthoud FPD re planning for August 3-day Fire Investigation 101 class
- ✘ 5/29: Mutual aid to Estes Valley FPD for fire investigation @ 910 Rockwood Lane
- ✘ Case review for 1048 Oak Dr, Berthoud
- ✘ Case review for 5400 N Garfield Ave
- ✘ Investigate structure fire @ 3256 E Eisenhower Blvd

Assist Operations:

- ✘ 5/25: Extrication MVA at Taft & Carlisle (assigned to Rescue Group)
- ✘ 5/25: Structure fire @ Mountain View High School
- ✘ 5/27: Help Ron pick up E236 from Greeley repair shop
- ✘ 5/28: Respond to recall, assigned to guide WSFR Engine 3 out of Station 6
- ✘ 6/9: Fire alarm at NoCo LTAC w/ BC Smith
- ✘ 6/10: Dumpster fire at Chilson Center
- ✘ 6/14: Charlie medical at Chick Fil-A
- ✘ 6/14: OHW as Acting Lt on E3 (1930-0730)
- ✘ 6/16: HazMat incident @ 999 N VanBuren (decon team leader)
- ✘ 6/17: Structure Fire @ 3256 E Eisenhower Blvd
- ✘ 6/20: Grass fire @ CR 18 and CR 1

Training: 42 hrs

- ✘ Train Carie & Allen on using ETI for new Premise Inventory information
- ✘ FireView ARM updates webinar
- ✘ View UL Fire Behavior/Flow Path video
- ✘ Attend Executive Chief's presentation @ Station 6
- ✘ CPSE webinar
- ✘ View UL PPA study video
- ✘ Data analysis webinar by Intterra
- ✘ 6/6 thru 6/9: Assist with Kill the Flashover West



LOVELAND FIRE RESCUE AUTHORITY

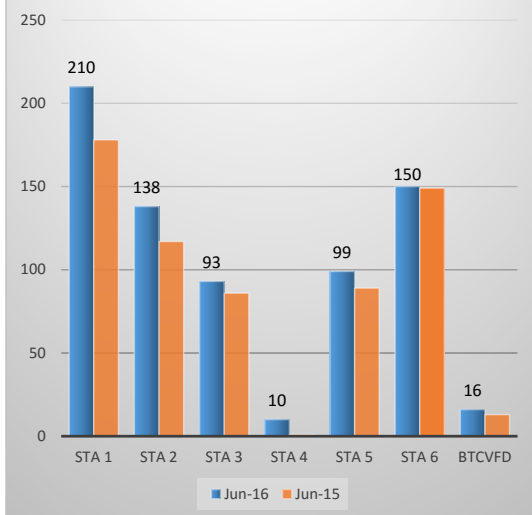
June, 2016

CALL INFORMATION (does not include calls for BTCVFD)							
INCIDENT TYPE	CITY	RURAL	TOTAL	YEAR to DATE	2016 % of TOTAL	2015 YTD	2015 % of TOTAL
Structure Fire Related	7	2	9	35			
Vehicle Fire	1	2	3	22			
Grass/Wildland or Other Outside Fire	7	6	13	40			
Fire Alarm	54	5	59	364			
Smoke Investigation	13	6	19	92			
Other Fire Related	1	0	1	4			
TOTAL FIRE RELATED	83	21	104	557	14.68%	504	14%
TOTAL EMERGENCY MEDICAL SERVICES (EMS)	312	19	331	1930	50.87%	1984	54%
Motor Vehicle Accident (MVA)	53	19	72	371			
Extrication	2	3	5	18			
Technical Rescue	2	1	3	14			
HazMat	20	2	22	77			
Hazardous Conditions	4	1	5	16			
ARFF	2	7	9	25			
Public Service	39	4	43	274			
Assist PD or Other FD	9	0	9	41			
Standby	1	1	2	16			
Good Intent Call, Other	0	0	0	4			
Dispatched & Cancelled en Route	52	24	76	376			
Wrong Location	0	0	0	0			
No Incident Found on Arrival on Scene	17	1	18	74			
Special Type of Incident, Other	1	0	1	1			
TOTAL MISCELLANEOUS	202	63	265	1307	34.45%	1185	32%
MONTH TOTAL	597	103	700	3794	100%	3673	100%
YEAR TO DATE TOTAL	3243	551	3794				
CITY VS. RURAL DISTRIBUTION YEAR TO DATE	85.48%	14.52%					

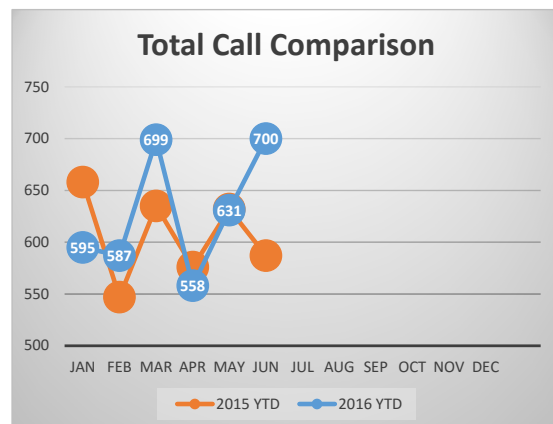
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Incomplete reports this month not included in the totals will affect YTD totals as they are completed in subsequent months.

Incidents by Station



Total Call Comparison



Does not include calls for BTCVFD



LOVELAND FIRE RESCUE AUTHORITY

June, 2016

Structure fire incidents reported below include all incidents that were toned as reported structure fires. Incident outcome varied as shown in table below.

FIRE AND C,D,E MEDICAL RESPONSE TIMES						
		Count	Process Time	Turnout Time	1st Due Travel Time	1st Due Response Time
Structure Fire: Urban Response Area	Average	15	0:59	1:03	3:43	5:15
	90th		1:17	2:06	4:35	5:45
Structure Fire: Rural Response Area	Average	4	2:05	1:58	6:44	10:10
	90th		2:33	3:19	6:44	10:10
C,D,E Medicals: Urban Response Area	Average	330	1:51	1:06	3:48	4:55
	90th		3:14	1:45	6:52	7:37
C,D,E Medicals: Rural Response Area	Average	15	1:50	1:07	10:18	11:13
	90th		4:11	1:22	16:02	17:40

A 1st Alarm incident is a response plan that requires the greatest number of LFRA apparatus to be initially assigned (3 engines, 2 trucks, and 1 Bat Chief). The following CAD Nature Codes generate a response plan that correlates to a 1st Alarm incident: 1st Alarm Commercial/Industrial, 1st Alarm Residence, Building Collapse, Confined Space Rescue, Dive Rescue, Grass Near Structure, Industrial Rescue, Mass Casualty Incident, MVA Extrication, Rope Rescue, Trench Rescue, Wildland/Grass. During June 2016, a search of all of these CAD Nature Codes revealed the following incident count and correlating NFIRS situation types reported.

1st Alarm Incident Outcomes		
Incident Type	All Incidents	Unit Responses
111 - BUILDING FIRE	5	50
113 - COOKING FIRE, CONFINED TO CONTAINER	2	15
118 - TRASH OR RUBBISH FIRE, CONTAINED	1	4
140 - NATURAL VEGETATION FIRE, OTHER	2	11
141 - FOREST, WOODS OR WILDLAND FIRE	1	8
143 - GRASS FIRE	5	26
150 - OUTSIDE RUBBISH FIRE, OTHER	1	3
154 - DUMPSTER OR OTHER OUTSIDE TRASH RECEPTACLE FIRE	2	13
223 - AIR OR GAS RUPTURE OF PRESSURE OR PROCESS VESSEL	1	7
321 - EMS CALL, EXCLUDING VEHICLE ACCIDENT WITH INJURY	1	7
322 - MOTOR VEHICLE ACCIDENT WITH INJURIES	5	27
324 - MOTOR VEHICLE ACCIDENT WITH NO INJURIES.	1	6
352 - EXTRICATION OF VICTIM(S) FROM VEHICLE	2	9
445 - ARCING, SHORTED ELECTRICAL EQUIPMENT	2	10
552 - POLICE MATTER	1	6
553 - PUBLIC SERVICE	1	4
611 - DISPATCHED & CANCELED EN ROUTE	11	43
622 - NO INCIDENT FOUND ON ARRIVAL AT DISPATCH ADDRESS	1	6
631 - AUTHORIZED CONTROLLED BURNING	2	6
651 - SMOKE SCARE, ODOR OF SMOKE	5	33
Month Total	52	294

STRUCTURE LOSS/SAVE INFORMATION				
Type of Fire	City		Rural	
	Loss	Save	Loss	Save
Residential Structure	47,068	229,084	-	-
Commercial Structure	16,260	-	-	-
Other Fires	-	-	370	-
MONTH TOTAL	63,328	229,084	370	-
YEAR TO DATE TOTAL	177,109	1,825,306	557,612	34,834
All Fires Confined to Room of Origin	91%			



LOVELAND FIRE RESCUE AUTHORITY

June, 2016

MUTUAL AID AND AUTOMATIC AID				
	Received	Hours	Given	Hours
Poudre Fire Authority (PFA) 2016	9	6.5	22	5.5
Previous Year to Date 2015	16	6.5	58	25
Berthoud Fire Department (BFD) 2016	11	7.5	23	14.5
Previous Year to Date 2015	2	1	15	24.5
Windsor Severance Fire Rescue (WSFR) 2016	18	14.5	18	5
Previous Year to Date 2015	41	15	12	6.5
Front Range Fire Rescue (FRFR) 2016	8	7	19	10
Previous Year to Date 2015	6	4	9	6.5
Big Thompson Canyon Fire Dept. (BTFD) 2016	0	0	21	30
Previous Year to Date 2015	1	1	15	10
Estes Valley Fire Prot District (EVFPD) 2016	0	0	4	19
Previous Year to Date 2015	0	0	1	5
CURRENT YEAR TO DATE TOTAL (2016)	46	35.5	107	84
PREVIOUS YEAR TO DATE TOTAL (2015)	66	27.5	110	77.5

TRAINING HOURS				
TRAINING AND RESERVE	CURRENT MONTH	PREVIOUS MONTH	PREVIOUS YEAR	CURRENT YEAR TO DATE
SHIFT	1,051.5	2,347.0	7,851.0	9,560.5
RESERVIST	0.0	9.0	255.5	53.5
ADMIN	67.5	56.0	414.5	403.5
TOTAL	1,119.0	2,412.0	8,521.0	10,017.5
RESERVIST SHIFT HOURS	48.0	100.5	1,838.5	762.5

SPECIALIZED DISCIPLINES TRAINING				
	COURSES		HOURS	
	CURRENT YEAR	PREVIOUS YEAR	CURRENT YEAR	PREVIOUS YEAR
AIRCRAFT RESCUE	164	123	163.5	116
HAZMAT	74	45	72.5	50.25
TAC	98	128	159	319.5
URBAN SEARCH & RESCUE	6	17	12	42.5
WATER	61	58	87	93.5
WILDLAND	195	222	362	611.5

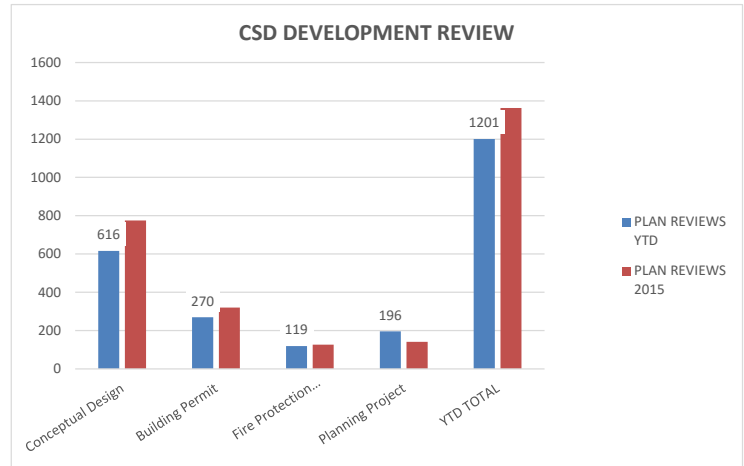


LOVELAND FIRE RESCUE AUTHORITY

June, 2016

DEVELOPMENT REVIEW STATISTICS

	City	County	Johnstown	Totals	Hours
Conceptual Design Reviews	89	2	0	91	48
Previous Month	90	0	1	91	43
YTD Total	597	7	12	616	323
Previous YTD	757	13	5	775	387
Building Permit Reviews	41	3	1	45	68.5
Previous Month	39	5	1	45	78.5
YTD Total	248	13	9	270	413.5
Previous YTD	306	7	7	320	520.5
Fire Protection Permit Reviews	19	1	1	21	28
Previous Month	13	1	1	15	26
YTD Total	104	8	7	119	156
Previous YTD	102	4	21	127	118
Planning Project Reviews	13	3	0	16	23
Previous Month	21	2	1	24	34.5
YTD Total	172	17	7	196	291.5
Previous YTD	111	23	7	141	281.5
TOTAL REVIEWS YTD	1121	45	35	1201	
PREVIOUS YEAR YTD	1276	47	40	1363	

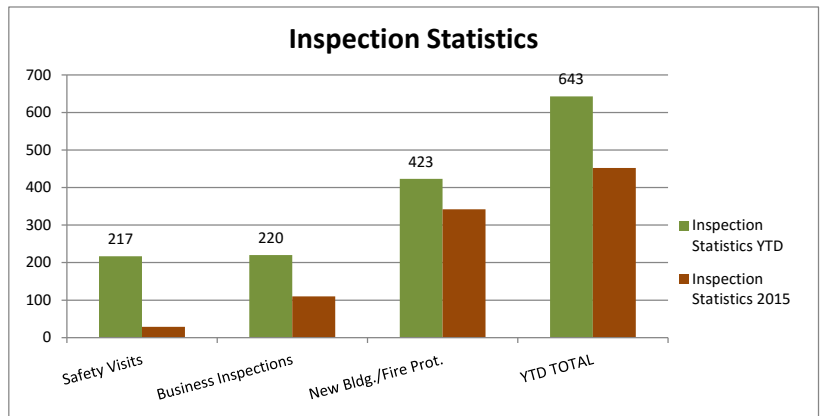


Planning & Building Check-Ins YTD
 Fire Protection Permits Average days in review
 Percent within goal time

448	65
5.5	
June	95%

INSPECTION STATISTICS

	City	Rural	Total	Hours
Eng. Co. Safety Visit 2 & 3 Yr.*	23	8	31	22.75
Safety Re-Visit	2	0	2	2.25
YTD Total	173	44	217	144.25
Previous YTD	22	7	29	16.5
Business Inspections	20	3	23	114.5
Previous Month	25	8	33	31.5
YTD Total	180	40	220	240.95
Previous YTD	95	15	110	76
New Bldg./Fire Protection	74	3	77	114.5
Previous Month	68	7	75	120
YTD Total	366	57	423	640.5
Previous YTD	291	51	342	527.5
TOTAL INSPECTIONS YTD	546	97	643	
Previous Year	386	66	452	



CSD OTHER ACTIVITIES

	City	Rural	Hours	Mo. Total	Prev. Mo.	Prev. YTD	YTD Total	Highlights/Projects
Hazmat Permits	16	4	20.53	20	14	68	84	*Press releases for KTF
Tents/Special Events*	6	2	8	8	3	35	17	*Ever bridge training in IT Lab
Burn Permits Issued	0	7	3	7	9	89	93	*FEMA social media for public safety training webinar
Investigations	10	15	25	25	21	81	96	*Conducted fire station tour at Fire Station 6
Service Call/Complaints	4	0	4.75	4	7	46	25	*ATV assistance to contractor and owner
Car Seats Installed	11	0	5.5	11	9	100	56	*Hach anechoic chamber fire protection research
YFS Program	1	0	3	1	1	0	10	*Firehouse Storage review
Public Education Events	15	0	150.5	15	3	57	25	*High Plains School final inspections
Total Pub. Ed. Contacts	1308	0		1308	144	2352	2109	*Part time firefighter interview panel