

Date	Agenda No.	Subject
1/3/12	9(a)	Approval of Fire Agreement
Initiated By:	City Manager Office	
Action Proposed:	Approval of Fire Agreement	
Presented By:	Michael Penny, City Manager	

INTRODUCTION

The purpose of this communication is to present to the City Council a revised fire contract between the City of Littleton, Highlands Ranch Metropolitan District and the Littleton Fire Protection District.

HISTORY AND FACTS

The contract renewal has been worked on for over a year. The process has taken a bit longer than anticipated, but we believe that the final contract is one which will serve all parties well and creates a good roadmap for the future. Staff is excited about the opportunities to improve our relationship and service provision to, and with, our fire partners.

The substantive changes are:

1. Administrative Fee (AF) – There has been concerns from the partners as to the appropriateness of the administrative fee. The contract takes the approach of using 2012 to determine what should be included in the AF and how we will track those items. Then we will jointly determine how best to charge in arrears (i.e. 2 year rolling average; previous year actual, etc.). Staff believes this will remove much of the concern on all sides to the accuracy and appropriateness of the AF. During the duration of 2012 and the initial tracking year, we will be at 6%. We believe this number is both fair and creates an incentive for all parties to stay at the table for determining the AF.
2. Advanced Life Support (ALS) – The city is committing to provide emergency medical services to the ALS level from all frontline emergency response units 95% of the time. The City had proposed 90%, the Ranch had requested 98%, and the District had stated 95%. Staff felt we can accept 95%.
3. Tabor language – There had been some concern over TABOR language and the intent and longevity of the contract. As council is aware, we cannot enter into multiyear fiscal obligations. The final TABOR language clarifies this and staff is comfortable with language included.
4. Fire Service Expense Distribution Percentage (FSEDP) - It was agreed to ratchet down the FSEDP to 8 percent over four years from the current 8.25%. The FSEDP for any given Party will be 8.25% in calendar years 2012 and 2013, 8.125% in calendar years 2014 and 2015 and then 8.0% for the remainder of the term of this agreement. See attachment 3.

Our partners at the Ranch and District have both approved the contract as presented to council.

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FINANCIAL DETAILS:

LEGAL OPINION

The documents pertaining to this Council Communication have been reviewed by the City Attorney and are in compliance with federal, state and local laws.

CONFLICTS AND/OR COMPLICATIONS

None anticipated.

CONCLUSION AND RECOMMENDATIONS

Staff recommends approval of the Fire Agreement

SUGGESTED MOTION

I move that the Fire Agreement with Highlands Ranch Metropolitan District be approved and the council president is hereby authorized to affix her signature thereto.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between **THE CITY OF LITTLETON**, a Municipal Corporation, hereinafter referred to as "City," and **THE LITTLETON FIRE PROTECTION DISTRICT**, a quasi-municipal corporation, hereinafter referred to as "District" and the **HIGHLANDS RANCH METROPOLITAN DISTRICT**, a quasi-municipal corporation, hereinafter referred to as "Ranch," acting on its own behalf and on behalf of Highlands Ranch Metropolitan District No.5 collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, this is an amended and restated agreement of the Agreement dated June 21, 2000 as amended, and

WHEREAS, it is the desire of the Parties to enter into a singular agreement for the method of providing fire protection services to the City, District and the Ranch based on the formulas and criteria contained herein

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto as follows:

1. **Administration.** The administration and personnel necessary to provide agreed upon services to the Parties shall be provided by the City, by and through Littleton Fire Rescue ("LFR").
2. **Services.** It is agreed that the Ranch, District and the City shall receive service for the entire service area within the respective boundaries or service area of the Ranch, City and District, as shown on Exhibit 1 attached hereto, and, to this end, the Fire Chief of LFR shall use, to the best of his or her ability and judgment, the personnel and equipment at his or her disposal in order to provide this service.

Currently LFR carries a Class 3 rating as determined by the Insurance Service Office. It is the intent of the Parties to maintain at least this rating or its equivalent.

A. Fire Protection and Medical Emergency Services. The City shall provide fire protection and emergency medical services to the Ranch and the District as set forth in Exhibit 2. Should the City fail to deliver the agreed on services as indicated in Exhibit 2 for each of five out of six months, then the parties agree to fund a standards of coverage study to determine the changes necessary to meet the agreed on service levels. The Review Committee's approval is required for the Request for Proposals and the contract for the consultant performing this study. After receiving the report on the study, should the Parties not agree on a course of action, then the Parties will submit any material disputes to a mediator as provided in section 11.

- 1) Fire protection and medical emergency services shall include the following:
 - a. Fire suppression

- b. Provide emergency medical services to the ALS (Advanced Life Support) level from all frontline emergency response units 95% of the time pursuant to Exhibit 2.
- c. EMS patient transport, through LFR or qualified contractor.
- d. Investigation and fire cause determination.
- e. Maintain adequate records of activities as may be required by the Insurance Services Office.
- f. Maintain all Ranch and District fire stations, apparatus, equipment, and their entire systems in a good state of repair.
- g. Conduct operations in a safe and professional manner.
- h. Provide access for the District and the Ranch to the LFR Public Information Officer (PIO) for incident coverage. LFR PIO will act on behalf of the District and in conjunction with the Ranch's Community Relations Manager for incident coverage and during emergency incidents.
- i. Any reduction in services would be done pursuant to an agreed upon service level.

2) These services shall be operational continuously for twenty-four hours, seven days per week at the level set out in Exhibit 2. These services shall be provided in accordance with State and Federal laws.

3) The City shall provide these services subject to the condition that reasonably sufficient vehicles, equipment, apparatus and personnel shall be provided within the Ranch and the District to assure adequate fire protection and emergency medical services to the Ranch and the District.

- a. If the demands of the Ranch and the District exceed the services which the City can provide, the City agrees to use mutual aid agreements as may be necessary to supplement the vehicles, equipment, apparatus and personnel.
- b. mutual aid agreements will be with fire protection providers that are contiguous with the Ranch and the District.
- c. The City may also establish and maintain automatic aid agreements in areas in which service might be improved by such agreements so long as it is in the best interests of all parties to do so.

4) Under no circumstance is the City liable to the Ranch or the District for an interruption or failure of service caused by acts of God, unavoidable accident, or other circumstances beyond the control of the City through no fault of its own.

5) The City agrees to provide the Ranch and the District with reports and evaluations of the fire protection and emergency medical response services on a monthly basis and in a format agreed upon by the entities.

6) The City will treat service demands in all City, Ranch and District areas covered by this Agreement with the same priority and equality to ensure a consistent standard of performance and agreed to service levels.

7) The City shall keep the Ranch and the District informed of all significant new developments, issues, or concerns related to the efficient delivery of fire and emergency medical services. The Ranch and the District shall keep the City informed of all new significant developments, issues, or concerns related to the efficient delivery of fire and emergency medical services in the Ranch and the District.

B. Additional Services. The City shall also provide the following services:

- 1) Review and proposal of fire codes and ordinances/resolutions for adoption.
- 2) Coordinate the application process for and issuance of permits related to the storage or use of hazardous materials.
- 3) Perform plan reviews for construction activities.
- 4) Fire and life safety inspections. The term "fire inspection" within the boundaries of the District and the Ranch shall mean meeting the requirements set forth in Section 32-1-1002(3)(b)(II)(A) C.R.S. under an inspection procedure and in inspection intervals determined by the LFR Fire Chief.
- 5) Fire prevention and education programs including presentations at schools and other organizations, participation in community events and preparation of materials for dissemination.
- 6) Participate in Ranch and District emergency management planning and commit command staff to emergency operations centers when necessary. Such participation shall include cooperation/participation in emergency preparedness exercises.
- 7) Specialized services. Other specialized emergency services to be provided include: hazardous materials, water rescue, technical rescue, wild land fire suppression, confined space rescue, urban search and rescue and those other activities associated with the emergency services. The City shall continue to maintain cooperative efforts with other providers in a regional approach to specialized services.
- 8) Quarterly financial reports to the Ranch and the District.
- 9) Senior management for the Ranch and the District shall have direct access to the Fire Chief and on-call command of LFR for the purpose of seeking information. Management of the Ranch and the District shall not give direction to the LFR management.

C. Equipment. It is agreed that the equipment owned individually or jointly, now or in the future, by the District, the City and the Ranch shall be integrated into one working fire protection service operation.

3. Expense Distribution and Budget.

A. Preparation of Annual Operating Budget. The City of Littleton City Manager, on or before the 15th day of September in the year preceding the budget year shall:

- 1) Submit the LFR preliminary Operating budget (including expenditures for Capital Equipment), requests for Rolling Stock and participation in the South Metro Fire Training Academy to the City Council, the Ranch, the District and the Review Committee (established pursuant to Section 9 below).
- 2) Provide to the Review Committee the budget proposed by the Chief of LFR. Subsequent to said submittal, the Review Committee shall:
 - a. Review and make recommendations to amend or approve said budget.
 - b. Approve a proposed budget or any proposed change to the level of services by October 1 of each year.

The City Manager shall submit the proposed budget as amended by the Committee together with his or her proposed budget to the City Council. The City Council may, in its

discretion, adopt a budget (including increases for contractual agreements, inflation, emergencies and personal services from the previous year's budget) and changes to the level of service as long as it provides the minimum level of service as agreed on in Exhibit 2. The final budget shall be determined by the City Council, provided however, that no budget shall be recommended by the Review Committee or finally approved by the Council which would cause the Ranch or the District to violate any provision of applicable State law limiting increases in a District's annual revenues.

B. Additional Services. Subject to provisions in paragraph 9(f) and paragraph 11, if one or more of the Parties desires a service that the other Party or Parties do not, but which can be provided separately to that Party or Parties, that service may be included by the requesting Party or Parties if they agree to fund one hundred percent of the cost of the additional service and provided that the City, by including the increased costs of the service in its budget, will not be caused to violate its revenue and spending limit under Article X, Sec. 20 of the Colorado Constitution (hereinafter referred to as "TABOR"), in which case the new or increased service will not be implemented unless a method can be established and agreed upon to provide the service in a manner that the City's TABOR limit shall not be exceeded.

C. Expense Distribution Percentage for allocation of costs related to the Operating Budget. Prior to the time the Parties are required to certify mill levies to the Counties in which they operate, the Expense Distribution Percentage obligations of the City, the District and the Ranch, for the total amount of said budget shall be determined. The formula for determining this distribution is attached hereto as Exhibit 3. Such calculation is subject to boundary limits as depicted in Exhibit "1". Upon completion of the calculation of said formula as shown in Exhibit 3, and subject to the provisions of Section 3A above, each Party shall provide sufficient revenue to fund their respective obligations of the annual operating budget.

D. Payments of obligation calculated under the Expense Distribution Percentage. The Ranch and the District will pay over to the City, in four quarterly installments the amount of its percentage share of the Initial Obligation calculated by applying the appropriate Expense Distribution Percentage for each Party. Each such installment shall be due the middle of each quarter for that quarter - February 15, May 15, August 15 and November 15. The payments for the Ranch and the District's share shall be made as follows:

- 1) Operating Budget payments shall be made in four equal quarterly installment on the dates referenced above.
- 2) Capital Equipment – Operating Budget payments shall be made in arrears based on actual costs incurred during the previous calendar quarter.

E. Final accounting adjustments: Following the close of each calendar year, actual expenses for the Operating Budget of the LFR during that calendar year will be determined. Any adjustments required as a result of the determination of actual expenses and final assessed valuations as defined on Exhibit 3 shall be made by the City by recalculating the obligations in accordance with the formulas set forth in Exhibit 3. Notice of any adjustment shall be given by the City no later than March 31 and paid by or credited to the appropriate party no later than May 15.

F. Detail of Fire Department Budget. The Ranch and District's obligations for the various segments of the Fire Department Budget will be as follows:

- 1) General Operating Budget. The Ranch and District will fund the general operating budget pursuant to the provision as detailed in 3A hereof which shall include all expenditures of LFR under the titles "Personal Services," "Supplies," "Other services and Charges," and "Debt Service" (excluding debt service on fire stations), but not including "Capital Equipment Operations Budget" as reflected in the LFR budget.
- 2) Capital Equipment – Operating Budget. Subject to the provisions of Section 3A above, capital equipment are those items, other than fire engines, pumpers, rescue vehicles and other similar vehicles (referred to hereinafter as "Rolling Stock"), which cost more than \$5,000 and have an extended life expectancy of more than two years. A budget and detailed schedule and listing of said equipment shall be prepared and submitted in accordance with paragraph 3A hereof. To the extent the purchase of said equipment is agreed upon by the Review Committee, the cost of said capital equipment shall be allocated to each of the Parties, except as may be determined by agreement between individual Parties, based on the number of fire stations owned as follows:
 - a. District shall pay forty percent (40%) of the cost of purchasing said capital equipment
 - b. City shall pay thirty percent (30%) of the cost of purchasing said capital equipment
 - c. Ranch shall pay thirty percent (30%) of the cost of purchasing said capital equipment.

If in the opinion of the Fire Chief, the District or Ranch should directly purchase any capital equipment and the District or Ranch accepts this opinion and purchases such capital equipment, the cost of said purchase shall be deducted from the respective purchaser's share described in this paragraph.

4. Special Projects/Capital Improvements Projects.

- A. Rolling Stock. The need and timing of purchase of rolling stock shall be recommended to the Parties by the Chief of LFR. The cost of rolling stock shall be allocated as follows:
 - 1) Rolling Stock to be acquired jointly for the City and the District. Ownership and title to the Rolling Stock purchased by City and District shall be retained by them in undivided one-half interests. A schedule of jointly owned Rolling Stock heretofore purchased by the parties pursuant to previous contracts and currently in operation is set forth in Exhibit 4 attached hereto.
 - 2) City and District shall equally share the cost of purchasing the required Rolling Stock, including but not limited to standard LFR apparatus inventory equipment, which shall operate out of City and District Stations subject to the requirements for performance of the unified operations.
 - 3) Rolling Stock for Ranch stations shall be purchased and owned separately by the Ranch.

Rolling Stock being maintained on Reserve Status or to be placed on Reserve Status shall be recommended by LFR Staff prior to the meeting in September or July each year. Rolling Stock currently in Reserve Status is listed in Exhibit 5 attached hereto. Exhibit 5 shall be revised each year by the addition of Rolling Stock to be placed on reserve status and by deleting Rolling Stock which is no longer being used.

B. Fire Stations. Except as otherwise agreed, each Party shall retain ownership of the fire stations located within their boundaries. Each Party is responsible for the construction and major repair and renovation of fire stations within its boundaries.

5. Communications. The City provides fire and related emergency dispatch/communications services to the Parties through its South Metro Communications Center (the "Center"). Expenses of the Center shall be billed to and paid by each party based upon calls made within each jurisdiction during the 12 month period from July 1 of the prior year through June 30 of the year in which the budget for the Center is prepared.

6. Cost of Management – Administrative Fee. Management and administration of the LFR is the responsibility of the City. Commencing with the 2012 budget, the Littleton Fire Protection District and the Highlands Ranch Metro District shall pay annually to the City of Littleton an amount equal to 6.00% of each of their respective shares of the total LFR budget (including the General Operating Budget, but excluding the Capital Equipment Operations Budget and the Special Projects/Capital Improvements Programs as defined and referred to in this agreement) and the South Metro Communications Center to pay of their share of the City's management and administrative costs.

During the 2012 budget year, the City, in conjunction with the districts, agree to work in good faith to review the administrative fee components and determine, and gain agreement upon, the appropriate cost inclusions for calculating an administrative fee rate, how these costs will be tracked, and charged. (As an example: These costs could be tracked in 2013 and 2014 to develop a two year average administrative fee. In 2015, the District and the Ranch would pay to the City of Littleton an amount equal to this two year average. These costs, would be updated annually and the two year average administrative fee would become a rolling two year average for all parties.)

The parties agree that the 6.00% Administrative Fee shall be in effect until the agreed upon date of using the historical actual or averages has been met. It is anticipated, but not required, that the new Administrative Fee structure would begin for the 2015 fiscal year.

7. Revenue Sharing. The Parties shall share in any revenue generated or income received as a result of the provision of certain fire, emergency, and related services which they have individually contracted to provide to third parties. Except as otherwise provided herein, the Parties agree that upon receipt of any such revenue or income from such third parties that each party shall pay to the other a portion of such revenue or income determined on the same basis as each Party's share of the General Operating Budget pursuant to paragraph 3A above. Proceeds from the sale or disposition of capital equipment or Rolling Stock shall be shared in accordance with the percentage of contribution by the City, the Ranch and District to purchase of said capital equipment or Rolling Stock. Notwithstanding anything in this paragraph to the contrary; if the City should establish the Fire Department or any division thereof as an enterprise under Article X, Section 20 of the Colorado Constitution, any revenue received as result of the revenue sharing described herein, shall be deposited to such enterprise and shall be used to reduce the annual operating budget of the LFR.

8. Insurance.

A. The expenses of insurance coverage (including self-insurance authorized by Sections 24-10-115 and 24-10-115.5, C.R.S., and Subsection E. herein) for all fire equipment and all fire stations shall be provided in the annual operating budget of LFR.

B. The City shall use reasonable efforts to obtain procure and maintain:

- 1) for all fire stations owned by the City, the Ranch or the District a policy of standard fire and all-risk coverage casualty insurance to the full replacement value of each fire station, together with a so-called "inflation endorsement" in accordance with their ownership interest in the respective fire station; and
- 2) for all vehicles owned by the City and/or the Ranch, and/or District a policy of casualty insurance.

C. Current certificates evidencing the insurance provided for in this section shall be provided by the City to the Ranch and District. The City shall, at least thirty (30) days prior to the expiration of such policies, furnish the Ranch and District with renewal binders.

D. In the event the City is unable to obtain such insurance for all of the Parties, the City, Ranch and District shall:

- 1) obtain insurance for their owned stations and equipment, naming the other Parties as additional insured.
- 2) If the other Parties are able to obtain such insurance they shall:
 - a. bill the City for the amount of the premiums
 - b. receive reimbursement within 30 days.
 - c. The cost reimbursed shall be included as a cost within the Operating Budget to be allocated to all of the parties based on the formulas in Exhibit 3.

E. Notwithstanding anything herein to the contrary the City may provide all or a portion of the coverage described above by self-insuring in the manner authorized by Sec. 24-10-115 and Sec. 24-10-115.5, C.R.S.

F. The Review Committee shall review insurance requirements periodically as it determines and make recommendations with regard to said coverage to the City Manager.

9. **Review Committee.**

A. A Review Committee shall be comprised of three (3) members and three (3) alternate members. The City Council shall appoint from its Council one member and one alternate member, the District Board shall appoint from its Board one member and one alternate member and the Ranch Board, shall appoint one member and one alternate member. The appointments shall be made on or before thirty (30) days from the date of this Agreement by written notice to each party pursuant to Section 20 below. In the event any appointee's official status as an elected official to the office held at the time of appointment terminates then the appointment as a member or alternate member to the Review Committee shall automatically terminate. The appointing authority which appointed a member or alternate member who has terminated or resigned shall appoint a new member or alternate member within thirty (30) days following the termination or resignation.

B. Ex-Officio Committee Members. The City Manager, the Manager for the Ranch, the Manager for the District and the Fire Chief shall be ex-officio non-voting members of the Committee.

C. Voting and Quorum. Each member of the Committee shall have one (1) vote. If a member is not present at a meeting then the alternate member for said member shall have one (1) vote. A quorum of the Board shall consist of two (2) members or two (2) alternate members if members are not present, or a combination of one (1) member and one (1) alternate member (but not the alternate member for the member present). The affirmative vote of two (2) members, or two (2) alternate members, if members are not present, or one member and one (1) alternate member (but not the alternate member for the member voting) shall be required for the Committee to take any action.

D. Bylaws. The Committee shall adopt bylaws as necessary for the conduct of the Committee so long as such bylaws are not in conflict with the provisions of this Agreement.

E. Meetings. The Committee shall meet monthly to receive a report on service delivery, exchange information and to discuss budget issues, level of service, and other issues which may arise. Meetings may be cancelled or additional meetings scheduled upon the concurrence of at least two representatives.

F. Impasse. It is agreed that should two of the committee members agree on a level of service or budget issue and the third committee member disagrees then an impasse shall have been reached. Upon an impasse, each party shall provide a position statement to the elected body of the minority for consideration by the body. The result of the consideration shall be communicated back to the committee members within 30 days of the delivery of the position statement or in an adjusted time period as circumstances reasonably may require.

10. **Term**. This Agreement shall be in full force and effect from execution hereof until terminated as provided herein.

11. **Mediation**. The parties agree that in the event a material dispute arises under this Agreement neither party will commence litigation before first submitting such dispute to non-binding mediation. The Parties shall each submit the name of a proposed mediator and a mediator shall be chosen by the vote of at least two of the three parties. The parties shall thereafter appoint a mediator and the parties (or the representatives) shall meet with such mediator in an attempt to settle the matter. The parties shall share the fees and costs of mediator equally. If the parties are unable to resolve the dispute within ninety (90) days after employment of the mediator, any party may thereafter initiate litigation to resolve the dispute or take any other action as permitted under this contract.

12. **Article X, Section 20/TABOR**. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, financial obligations of the City payable after the current budget year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law.

13. Termination. Any party may terminate this Agreement by giving written notice to the other parties twelve (12) months prior to the first day of January of the year in which the Agreement will be terminated.

Subsequently, the party giving notice of termination shall provide the other parties a complete itemization of all property owned by the parties as tenants in common, including a price for each item. The price shall be based on the estimate of reasonable value at the date on which the agreement is to be terminated.

All miscellaneous shared equipment will be divided between the Parties based on negotiations; these negotiations shall necessitate itemization of all property owned by the party or Parties, including estimated price based on reasonable values.

Possessions of all personal and real property purchased under this paragraph shall not be delivered until the date of final termination which shall be on the first day of January of the year of termination. Prior to the said termination date, all personal property shall be used by the City, the Ranch and the District under the terms of this Agreement.

14. Amendments. If the City, the Ranch, and/or District desire to amend the terms of this Agreement, the Party desiring to amend this Agreement shall give written notice of the intent to the other Parties. Said written notice shall set forth the proposed amendment and shall designate the Party or Parties who will serve as the negotiating representatives for the Party or Parties giving said notice. Within fifteen (15) days from the date of receipt of said written notice, the Party or Parties receiving notice shall designate their negotiating representatives and shall inform the Party giving said written notice of this choice. The negotiating representatives shall attempt, in good faith, to reach an agreement concerning the proposed amendment and if an agreement is reached, then said amendment shall be reduced to writing and executed on behalf of the City, the Ranch and District.

15. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity as to non-parties that may be available by law that may be available by law to the Parties, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

16. Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

17. Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Douglas, Jefferson or Arapahoe County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.

18. District Inclusion. The Ranch or the District, at its discretion, may include any property where the outer boundaries of said property does not exceed a distance of five (5) miles from an existing fire station within the City, District or Ranch territory. The Ranch or District may, with the prior approval of the City, include property where the outer boundaries of said property exceed a distance of five (5) miles from an existing fire station within the City, District or Ranch territory. The five mile limitation set forth herein shall not apply to the Open Space Conservation Area (OSCA) also known as the Backcountry Wilderness Area served by the Ranch and depicted on Exhibit 1.

19. Existing Agreements. This agreement represents and integrates all prior discussions and representations of the Parties with regard to fire protection services and supersedes and repeals all agreements, with the exceptions noted in the next sentence, between the Parties hereto, for or related to such services. The following agreements remain in effect: Station 16 agreement dated September 15, 1992, Ladder 16 agreement dated May 17, 2006 and the Medic 16 agreement dated February 9, 2010.

20. Notices. Any notice required or desired to be given pursuant to this agreement shall be in writing with copies directed as indicated and shall be personally served in the manner provided for personal service by the Colorado Rules of Civil Procedure in effect at the time of such service, or in lieu of personal service, by overnight delivery carriers, facsimile or by depositing same in the United States mail, postage prepaid, certified or registered, in which later event such notice shall be deemed delivered seventy-two (72) hours after same shall have been so deposited in the United States mail. Notices shall be sent:

City of Littleton
2255 West Berry Avenue
Littleton, Colorado 80165
Attn: City Manager

With a duplicate copy to:
Attn: City Attorney
2255 West Berry Avenue
Littleton, Colorado 80165

and:

Littleton Fire Protection District
Fire Station No. 13
6290 W. Coal Mine Avenue
Littleton, Colorado 80128
Littleton, Colorado 80120
Attn: District Manager

With a duplicate copy to:

Ron Loser, Esq.
Robinson Waters & O'Dorisio, P.C.
1099 18th Street, Suite 2600
Denver, Colorado 80202

Highlands Ranch Metropolitan District
62 West Plaza Drive
Highlands Ranch, Colorado 80129
Attn: General Manager

With a duplicate copy to:
David J. Hahn, Esq.
Hahn, Smith, Walsh & Mancuso, P.C.
717 Seventeenth Street, Suite 1520
Denver, Colorado 80202-3315

The District, the Ranch or the City may change their respective address and/or the name and address of the person to receive a duplicate copy by giving written notice to the other in accordance with the provisions of this paragraph.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day and year first above written.

ATTEST:

THE CITY OF LITTLETON

City Clerk

By: _____

APPROVED AS TO FORM

City Attorney

ATTEST:

LITTLETON FIRE PROTECTION DISTRICT

Secretary

By: _____
President

APPROVED AS TO FORM:

Attorney for District

ATTEST:

THE HIGHLANDS RANCH METROPOLITAN DISTRICT

Secretary

By: _____
Chairman

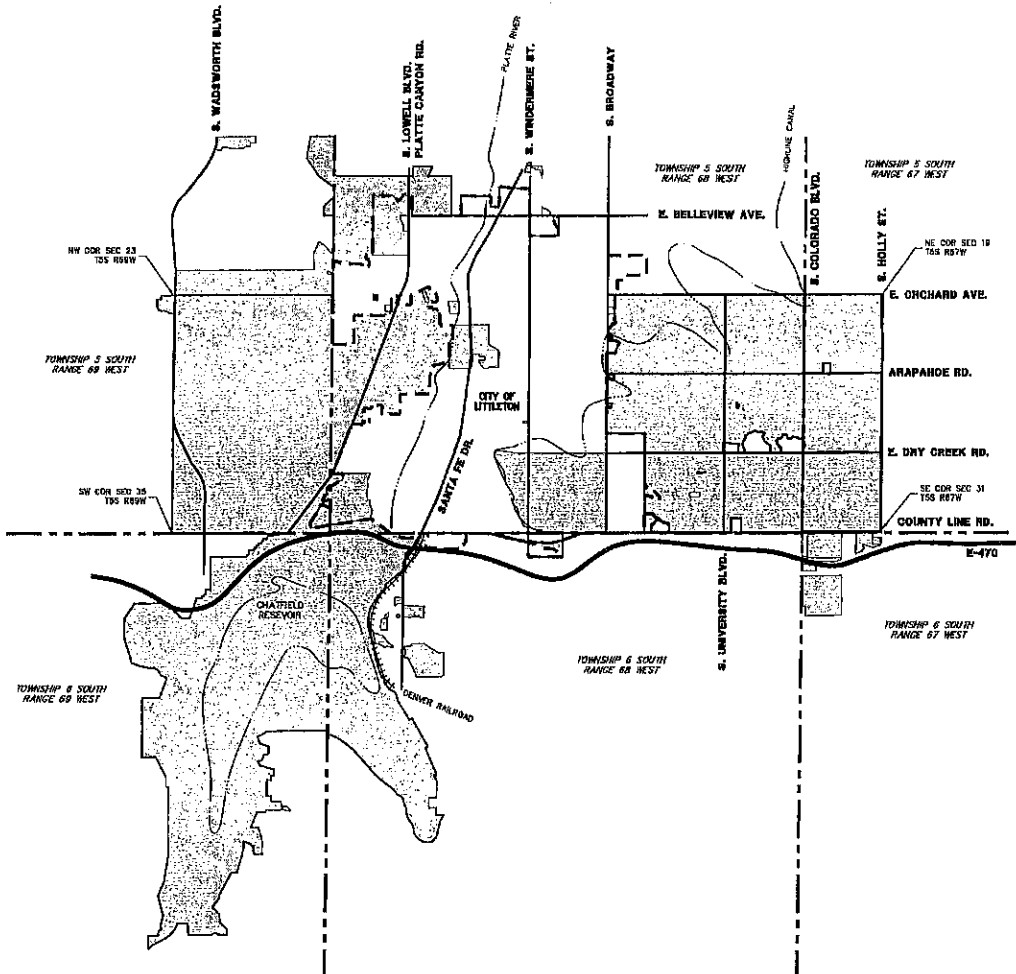
APPROVED AS TO FORM:

Attorney for District





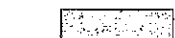
LITTLETON FIRE PROTECTION DISTRICT



4000 2000 0 4000 8000
ORIGINAL SCALE: 1" = 4000'



LEGEND

-  RIVERS, LAKES, AND CANALS
-  TOWNSHIP/RANGE LINES
-  ROADS
-  CITY OF LITTLETON BOUNDARY
-  LITTLETON FIRE PROTECTION DISTRICT

DISTRICT MAP
LITTLETON FIRE PROTECTION DISTRICT
JOB NO. 15545.00
5/19/2011
SHEET 1 OF 1

 **J-R ENGINEERING**
A Wolskel Company

720 S. Alva Way, Suite C101 • Centennial, CO 80112
303-740-5553 • Fax: 303-721-8715 • www.jr-engineering.com

EXHIBIT 2

SERVICE LEVEL CRITERIA

Standards of Response

The response plan includes service level standards for the Littleton Fire Protection District (District) and the Highlands Ranch Metro District (Ranch). The following response time criteria are adopted as the prescribed level of service.

Response times for the first unit arriving will be within the times (in minutes) in the following matrix ninety percent of the time:

<u>Highlands Ranch Metro District</u>	95%
Dispatch Time	1:00
Turnout Time	1:30
Travel Time	7:30
Total Time	10:00

<u>Littleton Fire Protection District</u>	95%
Dispatch Time	1:00
Turnout Time	1:30
Travel Time	7:00
Total Time	9:30

Unit Equipment and Staffing

All engines and medic units will be staffed and equipped to the Advanced Life Support (ALS) level unless exigent staffing circumstances exist.

In order to meet operational needs, personnel and apparatus may be assigned to different fire stations at the discretion of the Fire Chief. Engine or Ladder companies will be staffed with a minimum of three personnel, including one officer. Medic units will be staffed with two personnel, including one officer. Minimum staffing is thirty-six (36) full-time personnel per shift.

EXHIBIT 3

EXPENSE DISTRIBUTION PERCENTAGE
For Allocation of
ANNUAL BUDGET
and
FINAL COST ADJUSTMENT

The Expense Distribution for both the Annual Budget and Final Costs is comprised of allocation of costs for two cost centers:

1. Fire Services
2. Communication Service.

Each cost center will have costs for the following categories as more fully described in Section 3F of the agreement:

1. General Operating Budget/Costs
2. Capital Equipment - Operations Budget/Costs
3. Special Projects Capital Budget/Costs

Each Party will be allocated its appropriate share of the approved budget (Initial Obligation) and an adjustment to reflect final actual costs (Final Obligation) for each of the respective cost centers based on an Expense Distribution formula that is calculated using the following components:

1. Response Percentage calculation
2. Assessed valuation

COMPONENTS FOR CALCULATION OF EACH ENTITY'S RELATIVE SHARE OF CALLS AND ASSESSED VALUE

The percentages relative to each entity for the components used to calculate the expense distribution are determined as follows:

1. Response Percentage calculations:
 - a. For Fire Services ("FSRP")

$$\frac{\text{The entities average annual number of calls for the five calendar years prior to the year in which the budget is prepared}}{\text{All of the parties average annual number of calls for the five calendar years prior to the year in which the budget is prepared}}$$

- b. For Communication Services ("CSRP")

$$\frac{\text{The entities annual number of calls for the fiscal year beginning July 1st and ending June 30th of the year prior to the year in which the budget is prepared}}{\text{All of the parties annual number of calls for the fiscal year beginning July 1st and ending June 30th of the year prior to the year in which the budget is prepared}}$$

2. Assessed Valuations Percentage (“AVP”) calculations
 - a. For the Initial Obligation for allocation of the Operating Budget

The most current certified available estimated assessed valuation as of August 25 for the ensuing
year for each Party

The sum of all of the Parties current certified available estimated assessed valuation as of
August 25 for the ensuing year

- b. The Final Obligation for allocation of the Operating Budget

The final certified assessed valuation used to establish the mill levy for the ensuing year for each
Party

The sum of all of the Parties final certified assessed valuation used to establish the mill
levy for each Party for the ensuing year

CALCULATION OF EXPENSE DISTRIBUTION PERCENTAGE FORMULAS

Fire Services

For each Party, after calculating the two components, FSRP and the appropriate AVP, the two calculated component percentages will be averaged to obtain a Fire Service Expense Distribution Percentage (“FSEDP”). The weighted average for each Party will be calculated assuming a weighting of 50% to each of the components to obtain an FSEDP to be applied to that sections budget / costs.

After calculating the FSEDP for each Party, a comparison will be made to the FSEDP for any given Party and the FSRP for that Party. If the FSEDP for any given Party exceeds their FSRP by an amount greater than 8.25% in calendar years 2012 and 2013, 8.125% in calendar years 2014 and 2015 and then 8.0% for the remainder of the term of this agreement, then the initial weighting of 50% to the FSRP calculation for all of the Parties will be increased until no Party has a calculated FSEDP greater than the tiered scale herein.

Communication Services

For each Party the Communication Services Expense Distribution (CSED”) will be equal to the CSRP as calculated above.

APPLICATION OF THE EXPENSE DISTRIBUTION PERCENTAGE FORMULAS

Fire Services

The Initial and Final Obligation for the Fire Services cost center will be allocated to each Party by multiplying the FSEDP (calculated using the appropriate AVP) for each Party by the budget or final costs related to Fire Services.

Communication Services

The Initial and Final Obligation for the Communication Services cost center will be allocated to each Party by multiplying the CSED for each party by the budget or final costs related to Communication Services.

