

## SERVICE AGREEMENT

- 1. PARTIES.** The parties to this Service Agreement are the **CITY OF LITTLETON** (herein, "City"), and **MEADOWBROOK-FAIRVIEW METROPOLITAN DISTRICT** (herein, "Metro District").
- 2. RECITALS AND PURPOSES.** Littleton Fire Rescue provides emergency services including fire protection, emergency medical services, and ambulance transportation services on behalf of City. Metro District desires that Littleton Fire Rescue provide such services, and the purpose of this Service Agreement ("Agreement") is to set forth the terms and conditions of providing such services.
- 3. TERM.** This Agreement shall commence on July 1, 2016 and shall continue for ten years, or until terminated earlier upon either (a) non-payment or non-appropriation of any annual payment by the governing board of the Metro District; or (b) one year's advance written notice given by either party.
- 4. SERVICES.** In consideration of the payments of Metro District set forth herein, Littleton Fire Rescue shall provide the following emergency services to the residents, property owners, and taxpayers of Metro District, the legal boundaries of which are outlined on Exhibit 1: fire prevention, fire protection, urban search and rescue, emergency medical services, ambulance transport, and response to hazardous materials incidents. For purposes of the provision of such services, Littleton Fire Rescue shall advise all appropriate emergency/911 dispatch centers that Littleton Fire Rescue shall be dispatched into the legal boundaries of Metro District for any emergency incident requiring the services listed herein. The parties shall keep one another informed of significant developments, issues, or concerns related to the efficient delivery of fire protection and emergency medical services, Under no circumstances shall City be liable to Metro District for an interruption in or failure of the services caused by acts of God, unavoidable accident, or other circumstances beyond the control of City through no fault of its own.
- 5. COMPENSATION.** In consideration of the provision of services set forth herein, Metro District will pay the City semi-annually in two separate, equal payments a sum equal to the gross tax revenue from the mills assessed by Littleton Fire Protection District against all taxable property within the Metro District (currently 7.678 mills). By way of example, if the assessed value of all taxable property within the Metro District is \$44,742,320, Metro District shall pay the City \$343,531.53 per year. The first payment, which shall be based on the mill levy rate and assessed value for the 2015 tax year (which is collected in 2016) shall be made upon execution of this Agreement and shall be pro-rated to cover services through the end of 2016. Subsequent payments shall be due and payable on January 31<sup>st</sup> and July 1<sup>st</sup> of each subsequent year.
- 6. RENEWAL.** The parties agree that this Agreement will automatically renew for a period of ten (10) years unless terminated as outlined in section 3(b); provided that nothing in this Agreement shall be construed as an obligation upon, or duty of, the City to continue to provide any fire or medical services after the expiration or termination date. Metro District acknowledges that it is solely responsible for obtaining or providing such services for its constituents in the event of termination of this Agreement.
- 7. BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns.
- 8. INTERGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understanding. This Agreement may be amended only by an instrument in writing signed by the parties.
- 9. COUNTERPARTS.** This Agreement may be executed in several counterparts and, as so executed, shall constitute one Agreement, binding on all the parties even though all the parties have not

signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument of all purposes.

**10. ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

**11. ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiation, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through meditation then either party may initiate a civil action in the District Court for Jefferson County.

**12. NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to a party, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of such party, 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.

**13. SEVERABILITY.** Invalidation of any of the provisions of this Agreement or any paragraph, clause, sentence, phrase, or word herein or the application thereof in any given circumstances shall not affect the validity of any other provision of this Agreement.

**14. GOVERNING LAW, VENUE, AND ENFORCEMENT.** This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Jefferson 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 had 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 drafter shall not apply to the interpretation of this Agreement.

**15. NOTICES.** Any notice given in connection with this Agreement shall be in writing by certified mail, return receipt requested, to the addresses noted below.

**16. NO THIRD PARTY BENEFICIARIES.** This Agreement will not confer any rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

**17. INDEPENDENT CONTRACTOR.** Nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder.

Dated: May \_\_\_\_, 2016

**CITY OF LITTLETON**

Attest:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Address for notices: Attn: Fire Chief  
2255 W. Berry Ave  
Littleton, CO 80120

**MEADOWBROOK-FAIRVIEW METROPOLITAN DISTRICT**

Attest:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

Address for notices: Attn: Donald D. Vogt  
P.O. Box 840  
Morrison, CO 80465  
(303) 697-0700  
don@vogtlaw.net