

## FIRST AMENDMENT TO CONTRACT

### BETWEEN THE CITY OF LITTLETON, COLORADO AND LOCKHEED MARTIN SPACE SYSTEMS

THIS FIRST AMENDMENT to the Contract for Fire Protection and Emergency Medical Services Intergovernmental Agreement for Fire Protection Services (hereinafter Fire Protection Services) is made and entered into on the 4<sup>th</sup> day of December, 2018, by and among the City of Littleton, Colorado, a municipal corporation (“City”) and Lockheed Martin Corporation, a Maryland Corporation acting through its Lockheed Martin Space Systems Business area and are collectively, referred to as the “Parties.”

#### RECITALS

WHEREAS, the Parties entered into an Agreement on January 19, 2016, for Fire Protection and Emergency Services (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement with regard to termination in light of the City’s intent to obtain inclusion in the South Metro Fire Rescue Fire Protection District or in the alternative the South Metro Fire and Rescue Authority.

NOW THEREFORE, it is agreed by and between the Parties as follows:

1. Paragraph 6 of the Agreement shall be amended to read as follows:

6. Term and Assignment.

6.1 Term. The Initial term of this Agreement shall be for a period of fifteen (15) Service Years, unless terminated or assigned as provided herein. At least three (3) years prior to the expiration of the initial term or in the alternative event that the City would cease to provide Fire Protection through the Littleton Fire Rescue Partnership due to its inclusion into the South Metro Fire Rescue Fire Protection District or alternatively the South Metro Fire and Rescue Authority and having provided LMSSC notice in writing, the Parties shall enter into discussions regarding assignment of the Agreement. LMSSC may terminate this Agreement with or without cause and at any time upon, thirty-six months written notice. In the event that the Service Commencement Date has not occurred within one (1) year from the date of execution of this Agreement, LMSSC may terminate this Agreement with or without cause upon 30 days written notice to the City. In the event of termination of this Agreement after the Service Commencement Date, except in the case of the City ceasing to provide Fire Protection due to its inclusion into the South Metro Fire Rescue Fire Protection District or alternatively the South Metro Fire and Rescue Authority the compensation payable to LMSSC shall be calculated on a pro-rata basis applied to the applicable

Annual Fee. In the event of termination of this Agreement prior to the Service Commencement Date, City shall return to LMSSC the entire amount of its payments to the City.

6.2 Assignment. The Parties agree that in the event of the City ceasing to provide Fire Protection, this Agreement may be assigned to the South Metro Fire Rescue Fire Protection District or in the alternative the South Metro Fire and Rescue Authority. Upon assignment of the Agreement and acceptance of the terms by the South Metro Fire Rescue Fire Protection District or in the alternative the South Metro Fire and Rescue Authority, City shall be released from any further obligations under this agreement.

2. Except with respect to matters contained in this First Amendment, the Agreement remains unmodified.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date and year written above.

ATTEST:

CITY OF LITTLETON, COLORADO

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Wendy Heffner, City Clerk

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Debbie Brinkman, Mayor

APPROVED AS TO FORM:

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Steve Kemp, City Attorney

ATTEST:

LOCKHEED MARTIN CORPORATION,  
LOCKHEED MARTIN SPACE SYSTEMS COMPANY

\_\_\_\_\_

, Secretary

By:  
Its: