

**CITY OF LITTLETON
AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT
FIRE STATION 12**

THIS AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT (“Amendment”) is made and entered into as of [REDACTED] by and between SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT (“South Metro”), as licensor and CITY OF LITTLETON, COLORADO (the “City”), as licensee. The City and South Metro are singularly referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS AND REPRESENTATIONS

WHEREAS, the City, South Metro, and South Metro/Cunningham Fire Rescue Authority entered into a Non-Exclusive License Agreement dated January 1, 2019, described on Exhibit B (the “Agreement”); and

WHEREAS, South Metro/Cunningham Fire Rescue Authority subsequently transferred and assigned all of its assets, including its rights and obligations under the Agreement, to South Metro;

WHEREAS, the Parties desire to amend the Agreement;

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. Licensed Premises. The emergency operations center is removed from the Licensed Premises, as depicted in the updated Exhibit A, attached hereto and incorporated herein. The highlighted server room (labeled CONC) in Exhibit A and the three (3) antennae on the roof, as further described in the Agreement, shall consist of the Licensed Premises.
2. No other terms and conditions of the Agreement are modified except as provided in this Amendment.
3. The individuals executing this Amendment represent that they are expressly authorized to enter into this Amendment on behalf of the City and South Metro and bind their respective entities.

THIS AMENDMENT is executed and made effective as of the date listed above.

CITY OF LITTLETON, COLORADO

By: _____
Jerry Valdes, Mayor

ATTEST

By: _____
Colleen L. Norton, City Clerk

APPROVED AS TO FORM

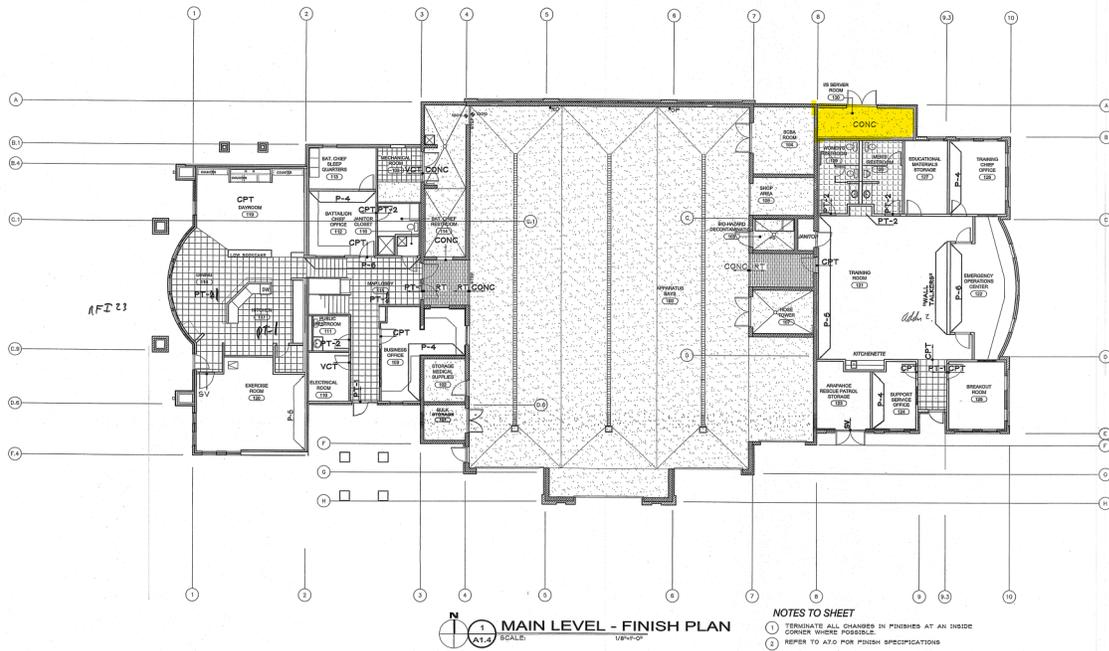
By: _____
Reid Betzing, City Attorney

SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

By: _____
Bob Baker, Fire Chief

EXHIBIT A

Depiction of Server Room; Emergency Operations Center is removed



NOTES TO SHEET
 ① TERMINATE ALL CHANGES IN FINISHES AT AN INSIDE CORNER WHERE POSSIBLE
 ② REFER TO A7.0 FOR FINISH SPECIFICATIONS

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Architecture, Inc.
4400 West 1st
Denver, CO 80202
(303) 733-1111
www.davisjones.com

FILE STATION 12
6529 S. BROADWAY
LITTLETON

ISSUE DATE: 4.11.08
 ISSUE DESCRIPTION: CONSTRUCTION
 REVISIONS: A1 4-11-08

PROJECT NUMBER: _____

SHEET: **A14**

RECORD DOCUMENT

EXHIBIT B



Adobe Acrobat
Document

**NON-EXCLUSIVE LICENSE AGREEMENT
FIRE STATION 12**

THIS NON-EXCLUSIVE LICENSE AGREEMENT (“License”) is made and entered into as of January 1, 2019, by and among SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT (“South Metro District”) and SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY (“Fire Authority”) (South Metro District and Fire Authority are referred to collectively as, “South Metro”), as licensor, and CITY OF LITTLETON (the “City”), as licensee. The City and South Metro are singularly referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City and South Metro entered into a Pre-Unification and Fire Authority Member Agreement dated April 18, 2018 (the “Pre-Unification Agreement”); and

WHEREAS, pursuant to Section 2(f) of the Pre-Unification Agreement, the City conveyed title to Fire Station 12, located at 6529 S. Broadway, Littleton, Colorado (“Fire Station 12”), to South Metro; and

WHEREAS, pursuant to Section 2(g) of the Pre-Unification Agreement, South Metro desires to grant a non-exclusive license to the City to occupy a portion of Fire Station 12, as further described herein.

NOW THEREFORE, the Parties agree as follows:

1. **Licensed Premises.** South Metro hereby grants a non-exclusive license to the City to use that portion of Fire Station 12 consisting of the server room and the emergency operations center, as depicted in Exhibit A, attached hereto and incorporated herein by this reference, together with an approximately 18’ x 30’ area of the roof where three (3) antennae are currently installed and that portion of the roof needed to connect wires between such antennae and the aforementioned server room (collectively, the “Licensed Premises”). This License is subject to (a) all covenants, easements, and encumbrances of record; (b) such concurrent use of the Licensed Premises by South Metro and South Metro’s other licensees, if any, that does not unreasonably interfere with the exercise of the City’s rights hereunder; and (c) all terms and conditions set forth herein. Notwithstanding any other provision of this License, South Metro shall not grant a license to third parties to use the server room without the City’s prior written consent.

2. **Purpose of License.** The City wishes to obtain authorization for itself, its employees, contractors, subcontractors, and invitees (collectively, the “Licensee Parties”) to use the Licensed Premises for the purpose of (a) operating, using, maintaining, repairing, and replacing networking and computer hardware located within the server room; (b) operating and using the emergency operations center; and (c) operating, using, maintaining, repairing, and replacing three (3) antennae and associated wires that are

currently installed on the roof of Fire Station 12. In conjunction therewith, the Licensee Parties may use the hallways, entryways, restrooms, elevators, stairways, parking areas, trash areas, roadways, sidewalks, and walkways serving the Licensed Premises, subject to the terms and conditions set forth herein.

3. **Authorization.** Subject to the terms and conditions herein, South Metro authorizes the Licensee Parties to enter upon the Licensed Premises for all purposes set forth in paragraph 2 herein.

4. **Term.** The term of this License shall begin on January 1, 2019 and continue until terminated in writing by the City.

5. **Fee.** There shall be no fee for this License.

6. **Repair.** The City agrees that it shall replace, repair and restore, to the reasonable satisfaction of South Metro, any portion of the Licensed Premises that is altered or damaged as a result of the Licensee Parties' activities on the Licensed Premises.

7. **Liability.** South Metro shall have no responsibility for any costs associated with the Licensee Parties' personal property located within the Licensed Premises or any other costs associated with the Licensee Parties' use of the Licensed Premises.

8. **Insurance.** South Metro shall maintain general liability and property insurance with a minimum limit equal to amounts as provided under the Colorado Governmental Immunity Act, 24-10-101, *et seq.* The City shall maintain general liability insurance in the amount sufficient to protect its interests with such amounts to be determined in its sole discretion. Property insurance maintained by South Metro will not be required to cover the Licensee Parties' personal property.

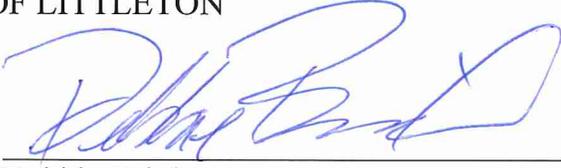
9. **Annual Appropriation.** The obligations hereunder are subject to the annual appropriation of funds for the performance thereof by any Party hereto.

10. **Notices.** All notices which are required or which may be given under this License shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address set forth on the signature pages hereof.

[Signature Pages Follow]

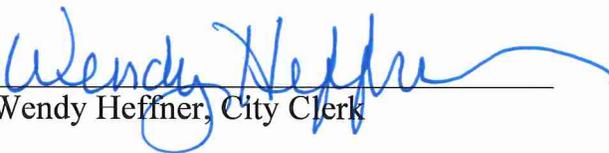
IN WITNESS WHEREOF, the City and South Metro have executed this License Agreement as of the day and year first written above.

CITY OF LITTLETON

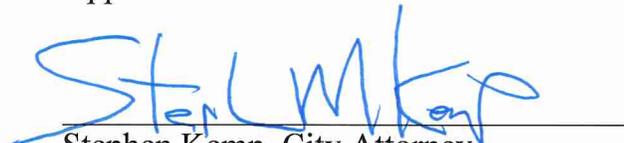
By: 
Name: Debbie Brinkman
Title: Mayor

Address: 2255 W. Berry Ave.
Littleton, CO 80120

Attest:


Wendy Heffner, City Clerk

Approved as to Form:


Stephen Kemp, City Attorney

SOUTH METRO FIRE RESCUE FIRE
PROTECTION DISTRICT

By: 
Name: Bob Baker
Title: Fire Chief

Address: 9195 E. Mineral Avenue
Centennial, CO 80112

SOUTH METRO/CUNNINGHAM FIRE
RESCUE AUTHORITY

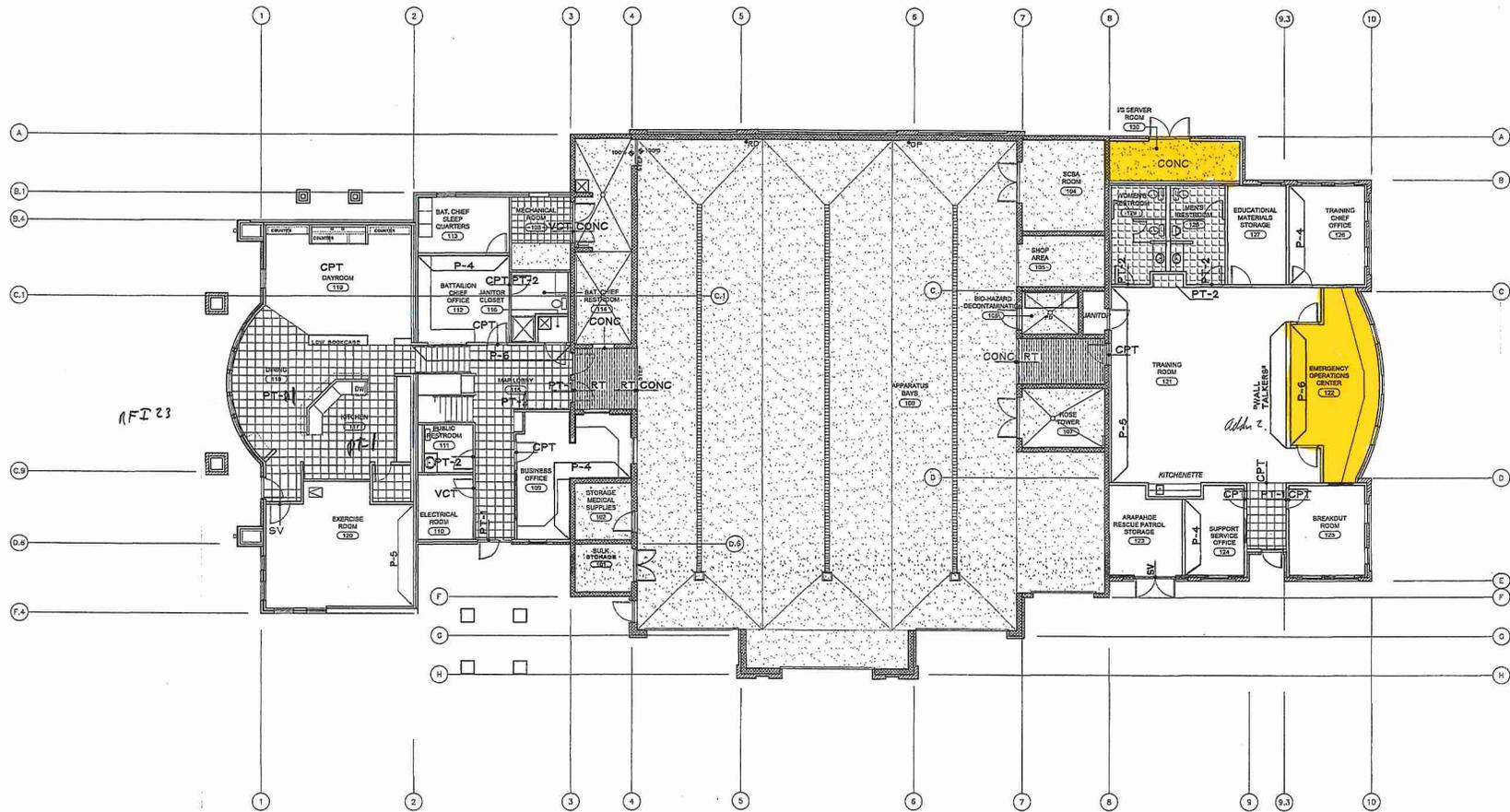
By: 
Name: Bob Baker
Title: Fire Chief

Address: 9195 E. Mineral Avenue
Centennial, CO 80112

EXHIBIT A

Depiction of Server Room and Emergency Operations Center

[Attached]



RFI 23

1
A1.4
MAIN LEVEL - FINISH PLAN
 SCALE: 1/8"=1'-0"

- NOTES TO SHEET**
- 1 TERMINATE ALL CHANGES IN FINISHES AT AN INSIDE CORNER WHERE POSSIBLE.
 - 2 REFER TO A7.0 FOR FINISH SPECIFICATIONS

RECORD DOCUMENT

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FIRE STATION 12
6529 S. BROADWAY
LITTLETON

ISSUE DATE: 4-11-03
 ISSUE DESCRIPTION: CONSTRUCTION
 REVISIONS:
 1 4-11-03
 PROJECT NUMBER:
 SHEET: 1
A1.4
 OF: