

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR FIRE PROTECTION SERVICES BETWEEN THE CITY OF LITTLETON,
COLORADO, LITTLETON FIRE PROTECTION DISTRICT AND HIGHLANDS RANCH
METROPOLITAN DISTRICT

THIS SECOND AMENDMENT to the Intergovernmental Agreement for Fire Protection Services is made and entered into on the ____ day of October, 2017, by and among the CITY OF LITTLETON, COLORADO, a municipal corporation ("City"), the LITTLETON FIRE PROTECTION DISTRICT, a quasi-municipal corporation ("District"), and the HIGHLANDS RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation ("Highlands"), acting on its own behalf and on the behalf Highlands Ranch Metropolitan District No.5. City, District and Highlands are collectively, referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Agreement on January 17, 2012 for Fire Protection and Emergency Services (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement with respect to Paragraph 5 regarding the provision of dispatch services to provide standards for use of Third party services for dispatch services and to establish the structure for billing of such services to each of the parties individually.

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

1. Paragraph 5 of the Agreement shall be amended to read as follows:

5) COMMUNICATIONS. The City currently provides fire and related emergency dispatch/communications services to the Parties through its South Metro Communications Center ("the Center"). The parties collectively may elect to have the same third party service provider provide fire and related emergency dispatch services to the Parties. In such event, the third party service provider shall bill the Parties individually for fire and related emergency dispatch communications and each party shall be individually responsible for paying all the charges billed by the third party.

Expenses to the agreed upon third party service provider shall be billed to and paid by each party based upon calls made within each jurisdiction during the twelve (12) month period from July 1 of the prior year through June 30 in which the budget for the service provider is prepared.

2. Except with respect to matters contained in the agreed upon First Amendment, dated July 15, 2014 and this Second Amendment, the Agreement remains unmodified.

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

ATTEST:

CITY OF LITTLETON, COLORADO

Wendy Heffner, City Clerk

Bruce Beckman, Mayor

APPROVED AS TO FORM:

, City Attorney

ATTEST:

LITTLETON FIRE PROTECTION
DISTRICT

, Board Secretary

, Board Chairman

APPROVED AS TO FORM:

Fire Protection District Attorney

ATTEST:

HIGHLANDS RANCH METROPOLITAN
DISTRICT

, Board Secretary

Board, Chairman

APPROVES AS TO FORM
:

, Metropolitan District Attorney