

**SOUTH METRO DISTRICT/CITY OF LITTLETON  
PRE-INCLUSION**

**AND**

**FIRE AUTHORITY MEMBER  
AGREEMENT**

**by and among**

**City of Littleton**

**and**

**South Metro Fire Rescue Fire Protection District**

**and**

**South Metro/Cunningham Fire Rescue Authority**

Dated \_\_\_\_\_, 2018

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**SOUTH METRO DISTRICT/CITY OF LITTLETON  
PRE-INCLUSION AND  
FIRE AUTHORITY MEMBER  
AGREEMENT**

THIS SOUTH METRO DISTRICT/CITY OF LITTLETON PRE-INCLUSION AND FIRE AUTHORITY MEMBER AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and among CITY OF LITTLETON (“City”), SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT (“South Metro District”), and the SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY (“Fire Authority”) (individually, a “Party” and collectively, the “Parties”).

**RECITALS**

A. South Metro District is a fire protection district authorized to provide and is providing fire protection, ambulance and emergency medical and rescue services, operation of the fire Marshal’s office, enforcement of fire prevention codes and fire code permitting, fire investigation, hazardous materials response, and other emergency services authorized by statute and typically provided by a fire protection district organized and operated pursuant to Article 1, Title 32, C.R.S. (collectively, the “Fire Department Services”).

B. The City is a home rule municipality organized and existing pursuant to Article XX, Section 6 of the Constitution of the State of Colorado and its Home Rule Charter, and has all powers, functions, rights and privileges in the operation of a municipality, except those powers, functions, rights and privileges expressly forbidden to home rule municipal corporations and cities by the Constitution of the State of Colorado.

C. The Fire Authority is a separate legal entity that is a political subdivision and public corporation of the state, separate from its members, organized pursuant to Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado, Section 29-1-203.5 C.R.S. and the South Metro/Cunningham Fire Rescue Authority Creation and Pre-Unification Agreement dated November 16, 2017 (“Fire Authority Agreement”), attached hereto and incorporated herein as **Exhibit A**.

D. The Parties’ boundaries include portions of Douglas, Arapahoe and Jefferson Counties.

E. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize political subdivisions of the state to make efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

F. For many years, City has provided Fire Department Services to the citizens and property within its jurisdiction through Littleton Fire Rescue, which is operated by the City in partnership with Littleton Fire Protection District (“Littleton Fire”) and Highlands Ranch Metropolitan District (“Highlands Ranch”). The partnership between the City, Littleton Fire and Highlands Ranch is set forth in an Intergovernmental Agreement dated January 17, 2012, and subsequent amendments thereto (“Littleton Fire Rescue IGA”).

G. In late 2016, discussions began by the respective Fire Chiefs regarding the possible unification of the Fire Department Services being provided by Cunningham Fire Protection District (“Cunningham”), South Metro District, Littleton Fire, Highlands Ranch and the City. On May 2, 2017, the Fire Chiefs of South Metro District, Littleton Fire Rescue, and Cunningham issued the 2017 Unification Proposal. On August 16, 2017 the Fire Chiefs issued a Response to Questions, which addressed specific questions by the Boards for Littleton Fire and Highlands Ranch related to the 2017 Unification Proposal. The 2017 Unification Proposal and Response to Questions are collectively referred to as the “Unification Proposal.”

H. As stated in the Unification Proposal, the ultimate goal is to have a single, unified fire protection district provide Fire Department Services to all of the communities, citizens and property within the South Metro District, Littleton Fire Rescue, and Cunningham (“Unified Fire District”).

I. Over the last year, there has been extensive discussion and analysis regarding unification and the Unification Proposal, with the governing bodies of these fire departments evaluating whether unification would be in their best interests and in the best interests of their communities and the personnel who provide Fire Department Services to their communities. Simultaneously, the City commenced an evaluation of the future of fire service in the City and the possibility of unification.

J. In November 2017, Cunningham and South Metro District created the Fire Authority pursuant to the Fire Authority Agreement. The Fire Authority began operations on January 1, 2018 and is intended as an interim step in the unification process between Cunningham and South Metro District, whereby the Fire Authority will provide Fire Department Services within the jurisdictional boundaries of Cunningham and South Metro District until Cunningham has been fully unified with South Metro District into a single fire protection district.

K. In November and December 2017, Littleton Fire and Highlands Ranch each entered into a Memorandum of Understanding with South Metro District for Establishment of a Unified Fire Protection District and a Pre-Unification and Fire Authority Member Agreement. Subsequently, Littleton Fire and Highlands Ranch each gave each other and the City notices terminating their participation under the Littleton Fire Rescue IGA effective January 1, 2019.

L. In November and December, 2017, City's Council instructed City to commence negotiations with South Metro District and South Metro District and City wish to legally unify their Fire Department Services into a single fire protection district and to establish the actions to be taken to seek voter approval to include into South Metro District, effective January 1, 2019, the area that is within the City, and in the event that such inclusion election is unsuccessful, to continue to seek inclusion of City into South Metro District and to provide through the Fire Authority all of the Fire Department Services which are currently being provided separately by each of the Parties until the area within the City is included into South Metro District or this Agreement terminates.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Pre-Unification Agreement.

(a) Creation of Single, Integrated Fire Protection District. The Parties intend to form a single, integrated fire protection district to serve all areas currently served by the Parties by including all territory currently within City into South Metro District (the "Inclusion") by election pursuant to Section 32-1-401(2)(a)(II)(b) – (e), C.R.S. Unless mutually agreed to otherwise by the Parties, the Parties shall take the following actions to seek approval for the Inclusion at a coordinated mail ballot election to be held on a November 6, 2018 (the "Initial Inclusion Election"):

(i) Initial Inclusion Resolution. Upon its determination to proceed with the Initial Inclusion Election, the South Metro District Board of Directors will, pursuant to Section 32-1-401(2)(a)(II), C.R.S., adopt a resolution proposing the inclusion and setting a public hearing to adopt a Resolution Initiating Inclusion Election. Thereafter, South Metro District shall publish and mail notices as required by Section 32-1-401(2)(b) and (3), C.R.S.

(ii) Resolution Initiating the Initial Inclusion Election. At its meeting specified in the resolution and notice referenced above in paragraph 1. (a)(i), South Metro District shall conduct a public hearing and consider adoption of a Resolution Initiating Inclusion Election pursuant to Section 32-1-401(2) (b), C.R.S. The Resolution Initiating Inclusion Election shall include as conditions of inclusion that if the voters approve the Inclusion, City shall discontinue providing Fire Department Services.-Prior to the election it is the City's intent to adopt an ordinance providing for a reduction in its property tax mill levy rate by 4.662\_mills should the qualified electors of the City approve inclusion into the South Metro District. If the ordinance is not approved prior to South Metro District seeking a Court Order call for the inclusion election, the South Metro District can discontinue the inclusion proceedings and this Agreement will terminate.

(iii) Request Court Order for Inclusion Election. If South Metro District approves the Resolution Initiating Inclusion Election following the public hearing, it shall immediately file a motion requesting an order from the Douglas County District Court setting a coordinated mail ballot election to seek voter approval of the Inclusion, appointing the Designated Election Official, and approving the ballot question in substantially the form attached hereto as **Exhibit B.**

(iv) Conduct of the Initial Inclusion Election. Upon receipt of the order from the Douglas County District Court, South Metro District, through its Designated Election Official, shall certify the ballot no later than sixty (60) days prior to the election date and take all actions necessary or desirable to conduct the Initial Inclusion Election pursuant to the Colorado Local Government Election Code and the Special District Act.

(v) Court Order of Inclusion. If a majority of the voters approve the Inclusion, South Metro District shall immediately seek a final Order of Inclusion from the Douglas County District Court and record and file the same as necessary to make the Order effective as required by the Colorado Local Government Election Code and the Special District Act. Upon the effective date of the Order of Inclusion South Metro District, either directly or through the Fire Authority, will provide within the area of inclusion the Fire Department Services typically provided throughout the South Metro District, including enforcement of fire codes as adopted by the City; any future amendments, repeals, revisions or adoptions of fire codes by the City will be done only after written notice from the City to and consultation with the South Metro District.

(vi) Subsequent Inclusion Elections. If a majority of electors at the Initial Inclusion Election do not approve the Inclusion, South Metro District shall have the option to conduct a mail ballot or polling place inclusion election in the subsequent year (the “Second Inclusion Election”), and if the Second Inclusion Election fails, South Metro District shall have the option to conduct a similar inclusion election in the same or subsequent year as the Second Inclusion Election (the “Third Inclusion Election”), based on timing within any given year as mutually agreed upon by City and South Metro District. If the Inclusion is not approved by a majority of the eligible electors at the Initial, Second or Third Inclusion Election, at the request of South Metro District, City shall reimburse South Metro District for all costs associated with additional, annual inclusion elections until this Agreement is either terminated or the Inclusion is approved by the eligible electors.

(vii) Payment of Inclusion Election Costs. For the Initial, Second, and Third Inclusion Elections pertaining only to the City, the City shall pay fifty percent (50%) of the cost of conducting the election, including but not limited to costs associated with public education and election consulting services. All costs incurred by South Metro District associated with inclusion elections following the Initial, Second, and Third Inclusion Elections shall be reimbursed in full by the City, as set forth above.

(b) South Metro District Director District Boundary Changes. South Metro District is governed by a seven (7) person Board of Directors elected from director districts. Following the effective date of the Court order approving the Inclusion and prior to the next regular Board of Directors election, South Metro District shall take such action as necessary to reestablish the South Metro District Board of Directors director districts to account for the Inclusion. Such redistricting shall comply with Section 32-1-804(1), C.R.S., which requires that director districts have, as nearly as possible, the same number of eligible electors, and any other applicable state and federal law regarding redistricting.

(c) Transfer of City Fire Department Assets. As set forth in Section 2.(a) below, as of January 1, 2019, the City shall discontinue providing Fire Department Services and transfer to South Metro all legal and equitable title to the City's interest in any assets and property currently used by Littleton Fire Rescue, free and clear of all liens and encumbrances. City agrees to use its best efforts to assist Littleton Fire Protection District and Highlands Ranch Metropolitan District in the transfer of any property used by Littleton Fire Rescue and owned by either District. Assets and property include but are not limited to real property, personal property, improvements, buildings, furniture, appliances, supplies, plans, tools, vehicles, apparatus, mobile equipment, machinery, with the exception of telephones and computers owned by the City. The City will provide a list of intangible personal property, warranties, licenses, permits, leases, guarantees, indemnifications and agreements which will be assigned to South Metro District, together with cash paid to City on or after January 1, 2019 for fire and emergency medical services, with the exception of account receivables. (collectively, the "City Fire Department Assets"). Any City funds transferred to South Metro District will be used only for the betterment of Fire Department Services to the territory within City's boundaries.

(d) Property Insurance. City is a member of the Colorado Insurance and Risk Services Agency, a municipal risk retention pool. The Fire Authority is a member of the Special District Association insurance pool. City will cooperate with the Fire Authority in the transfer and insurance of property.

(e) Contracts for Service. City has two contracts for the provision of fire and emergency medical services to Lockheed and Roxbury/Meadowbrook, which are attached as Exhibit C to this Agreement. City and the Fire Authority agree that such contracts and the revenues derived from such Contracts shall be assigned to the Fire Authority as of January 1, 2019

2. Fire Authority. As of January 1, 2018, pursuant to the Fire Authority Agreement the Fire Authority began operating and providing Fire Department Services to South Metro District and Cunningham until such time as all of the territory within Cunningham can be included into South Metro District. Other entities may be made members of the Fire Authority upon terms and conditions approved by a two-thirds (2/3)



vote of the Fire Authority Board. Approval of this Agreement by a two-thirds (2/3) vote of the Fire Authority Board shall constitute approval of the Fire Authority Board to the City's membership in the Authority pursuant to the provisions of this Agreement and the terms of the Fire Authority Agreement.

(a) Fire Authority Membership and Service. Regardless of the outcome of the Initial Inclusion Election, City shall become a member of the Fire Authority and receive Fire Department Services from the Fire Authority as of January 1, 2019. Except as otherwise provided in this Agreement, the terms of the Fire Authority Agreement are incorporated herein. City will no longer be a member of the Fire Authority following approval by the voters of the Inclusion effective January 1<sup>st</sup> of the first year during which South Metro will receive property tax revenue from property being included. If the Initial, Second, and Third Inclusion Elections fail to approve the Inclusion, the City shall continue to be a member of the Fire Authority until this Agreement is terminated as set forth herein.

(b) Fire Authority Board. During its membership in the Fire Authority, the City shall be entitled to one (1), voting member on the Fire Authority Board.

(c) Financial Contribution. City's annual payment to the Fire Authority for Fire Department Services shall be equal to the revenue that would be generated by imposing a tax of 9.25 mills on the assessed valuation of all taxable property within City's boundaries. Because the City's actual property tax mill levy rate is less than 9.25 mills, and because specific ownership tax is distributed based on property tax rates, the City shall also contribute to the Fire Authority all revenue City actually receives from its specific ownership tax in the applicable year. In any year during which the City would otherwise be a member of, and receive services from, the Fire Authority but the City does not, or is not able to, contribute such revenue to the Fire Authority, the City shall cease to be a member of the Fire Authority, this Agreement shall terminate, and neither the Fire Authority nor South Metro District shall have any obligation to provide the Fire Department Services within City's boundaries. Payments shall be made by the City to the Fire Authority in two (2) equal installments on January 15 and July 15 of each year, based on the final certified assessed valuation provided by the County Assessor in the prior year and the estimated specific ownership tax revenue, with a true-up payment or credit to be provided on December 31 of each year based on actual specific ownership tax revenue received by the City within such year.

(d) Transfer and Assignment of City Fire Department Assets. In consideration of the Fire Authority's obligations to provide Fire Department Services to the City, upon the City becoming a member of the fire Authority without its inclusion into the South Metro District, the City will, for no additional consideration, transfer, convey or assign all legal and equitable title to the City Fire Department Assets to the Fire Authority, free and clear of all liens and encumbrances, except Fire Station 11. Prior to January 1, 2019 the City will take actions to seek subdivision approval of the land



upon which Fire Station 11 is located, and shall at no cost lease the land and Fire Station 11 to the Fire Authority and South Metro District for a term of five (5) years, with unlimited renewal terms of five (5) years each at the option of South Metro District or the Fire Authority, but with a provision that the lease will terminate upon the Fire Authority or South Metro District bringing into operation a fire station intended to replace and provide primary response to the primary response area currently served by Fire Station 11. The parties agree to execute all documents necessary to accomplish the transfer of City Fire Department Assets. Thereafter, the Fire Authority will be responsible for all maintenance and repair of the capital assets. If the Inclusion has not been successful and either the Fire Authority or South Metro District terminate this Agreement, the Station 11 lease shall immediately terminate and the apparatus and assets previously associated with Station 11 shall be returned to the City, unless the assets have been disposed of previously. If the Inclusion has not been successful and the City terminates the Agreement, all assets previously transferred by the City to the Fire Authority shall remain the property of the Fire Authority, except that the lease for Station 11 shall terminate and control of the property returned to the City without any apparatus or assets.

(e) Transfer of Personnel. The Parties' intent is that all Littleton Fire

Rescue personnel will, on January 1, 2019, be transferred without a break in service to and become employees of the Fire Authority, in positions available within the Fire Authority similar to the positions they held with Littleton Fire Rescue; provided, however, that if the Inclusion is not approved by the voters and this Agreement is terminated, at the written request of the City, some of the employees that were employed by the City as of December 31, 2018 shall be transferred by the Fire Authority to the employment of the City. For a period of one (1) year from the transfer, no Party shall otherwise attempt to employ any employee of another Party without the other Party's prior written consent.

(e) Dispatch Services. As of January 1, 2019, dispatch services shall be provided at no additional charge and the existing User Agreement, effective date October 25, 2017 ("Dispatch Services Agreement") will be terminated as between the City and South Metro.

(f) EMS, Fire and Emergency Service Billing. The Fire Authority shall be responsible for all billing, payment account management and accounts receivables for emergency medical, ambulance, fire and other emergency services provided by the Fire Authority beginning January 1, 2019, and thereafter. For all emergency medical, ambulance, fire and other emergency services provided by the City prior to January 1, 2019 the City shall be responsible for all billing, payment account management and accounts receivables and shall retain ownership of the accounts receivables.

(g) Fire Department Services – Standards of Coverage. During any period that the Fire Authority or South Metro District provides Fire Department Services

to the area currently within City, South Metro District and the Fire Authority expect that Fire Department Services standards to all areas currently within City will meet or exceed those currently being provided by Littleton Fire Rescue. It is not possible to define precisely when, how, and by how much the Fire Authority or South Metro District will improve service standards and response times to City. However, to extend accreditation to the City area, the Fire Authority will develop and pursue a specific improvement plan.

(h) Colorado Fire Fighters Cancer and Heart Benefit Trusts. Both the City and the Fire Authority are members of the Colorado Fire Fighters Cancer and Heart Benefit Trust. The City will remain a member for a period not to exceed Ten years commencing on January 1, 2019 to provide coverage under the Trust to any firefighter employed by Littleton Fire Rescue as of December 31, 2018 who makes a claim that a cancer or covered condition which they have developed occurred as the result of service as a fire fighter for Littleton Fire Rescue prior to December 31, 2018. All claims arising out of an individual claim of cancer that developed after December 31, 2018 shall be the responsibility of the Fire Authority.

(i) Fire and Police Pension Association of Colorado "FPPA". Both the City and the Fire Authority participate in FPPA Statewide Defined Benefit Plan for eligible employees as determined by the FPPA. As set forth in subsection 2 (e) above, the City and the Fire Authority shall cooperate to affect a transfer of employees to the Fire Authority so as to avoid a break in service, thus allowing their participation in the FPPA Statewide Defined Benefit Plan and the Statewide Death and Disability Plan based on a continuation of service begun with the City. Notwithstanding the foregoing, all questions of transfer, eligibility, enrollment and benefit calculation shall be solely determined by the FPPA and not under any provision of this Agreement.

(j) Operational Standards. Both City and the Fire Authority agree that there may be one or more Memorandums of Understanding between the parties executed by the Fire Authority Fire Chief and the City Manager covering operational and administrative matters necessary to implement the terms of this Agreement.

### 3. Term and Termination.

(a) Term. This Agreement shall become effective immediately upon execution by the Parties. The term of this Agreement shall be unlimited and shall extend until terminated as provided herein.

(b) Termination. This Agreement shall automatically terminate on January 1st of the first year during which the Fire Authority will receive property tax revenue from property within the City following approval by the voters of the Inclusion. This Agreement may also be terminated upon either South Metro District or the City giving written notice to the other twelve (12) months prior to the first day of January of the year in which the Agreement will be terminated. If the Agreement is terminated

based on the Inclusion, the provisions herein obligating the City to transfer of City Fire Department Assets and Property shall survive such termination until satisfied.

(c) Payments Subject to Annual Appropriations. All payments due hereunder are subject to annual appropriations by the Party from which payment is due, and therefore shall not constitute a multiple fiscal year financial obligation. In the event either Party fails to appropriate such payments through such Party's budget approval process prior to the calendar year in which such payment is due, this Agreement shall terminate as of January 1 of the year in which such payment is due.

4. Miscellaneous.

(a) Party Inclusions and Exclusions. During the term of this Agreement, and because of the potential impact on the service demands and revenues of South Metro District and the Fire Authority, City will not annex property outside the current boundaries of the South Metro District without written notice to South Metro District and the Fire Authority. Neither the Fire Authority nor South Metro shall have any obligation to serve property annexed by the City that is located outside of the current boundaries of the South Metro District unless the South Metro District has given its prior written consent.

(b) Notices. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be given in person, by facsimile, or sent by registered or certified mail, postage prepaid to the Parties at the addresses set forth on each signature page attached hereto, unless another address is certified to the Parties. If sent by registered or certified mail, the notice shall be deemed given 72 hours after being placed in the U.S. Mail.

(c) No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement, including any employees, volunteers, officers or agents of the Parties.

(d) Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person, corporation or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

(e) Amendments. This Agreement may be amended only by a signed, written document approved by formal authority of the governing bodies of all of the Parties.

(f) Duplicate Originals. This Agreement may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be an original, but all of which together shall constitute one in the same instrument.

[Signature Pages Follow]

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated.

CITY OF LITTLETON

By: \_\_\_\_\_  
Debbie Brinkman, Mayor

Date: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Wendy Heffner, City Clerk

SOUTH METRO FIRE RESCUE FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_  
Laura Simon, President

Date: \_\_\_\_\_

Address: 9195 E. Mineral Ave.  
Centennial, CO 80112

Attest:

\_\_\_\_\_  
Ronda Scholting, Secretary

SOUTH METRO/CUNNINGHAM FIRE  
RESCUE AUTHORITY

By: \_\_\_\_\_  
Laura Simon, President

Date: \_\_\_\_\_

Address: 9195 E. Mineral Ave.  
Centennial, CO 80112

Attest:

\_\_\_\_\_  
Ronda Scholting, Secretary

**EXHIBIT A**

**South Metro/Cunningham Fire Rescue Authority Creation and Pre-Unification  
Agreement**

DRAFT



**EXHIBIT B**

**FORM OF BALLOT QUESTION**

Shall the following described area become a part of the South Metro Fire Rescue Fire Protection District upon the following conditions?

Description of Area: All real property located within the boundaries of the City of Littleton.

Summary of Conditions:

1. If the proposed inclusion is approved by a majority of the eligible electors, City of Littleton shall reduce its property taxes by 4.662 mills for taxes collected in 2020;
2. Unless otherwise approved by the voters in advance, the maximum mill levy that may be imposed by South Metro Fire Rescue Fire Protection District is 9.25 mills, exclusive of refunds and abatements; and
3. The proposed inclusion is subject to the terms and conditions of the South Metro District/City of Littleton Pre-Unification and Fire Authority Member Agreement dated \_\_\_\_\_, 2018.

For inclusion .....

Against inclusion.....

**EXHIBIT C**

Lockheed and Roxbury/Meadowbrook Agreements

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