

**FIRST AMENDMENT TO
PRE-CONSOLIDATION INTERGOVERNMENTAL AGREEMENT**

This **FIRST AMENDMENT TO PRE-CONSOLIDATION INTERGOVERNMENTAL AGREEMENT** (the “**First Amendment**”) is entered into by and between Elk Creek Fire Protection District (“**Elk Creek**”), Inter-Canyon Fire Protection District (“**Inter-Canyon**”), and North Fork Fire Protection District, (“**North Fork**”) (each individually, a “**Party**” or “**District**” and collectively, the “**Parties**” or “**Districts**”), each of the Parties being a quasi-municipal corporation and political subdivision of the state of Colorado and a fire protection district organized pursuant to Article 1, Title 32 of the Colorado Revised Statutes (“**Special District Act**”).

RECITALS

WHEREAS, the Parties executed the Pre-Consolidation Intergovernmental Agreement (“**Agreement**”) in April and May 2023 with an effective date of April 12, 2023, setting forth actions, responsibilities and obligations of the Parties to merge the Districts into a single fire protection district; and

WHEREAS, the Agreement called for actions pursuant to Part 6 of the Special District Act to affect the consolidation of the Districts into a single fire protection district; and

WHEREAS, at the special election of November 2023 the electors of Elk Creek failed to approve ballot questions necessary to affect the consolidation; and

WHEREAS, Sections 32-1-501(1.5) and 32-1-710, C.R.S. afford an alternate procedure to merge fire protection districts into a single district through the process of exclusion, inclusion, and dissolution and the Parties wish to amend the Agreement to pursue merger through this process.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties hereto as follows:

AGREEMENT

1. **AMENDMENT OF AGREEMENT**. Except as expressly set forth in this First Amendment, the terms of the Agreement remain in full force and effect. All words and terms used in this First Amendment that are defined in the Agreement shall have the meanings assigned by the Agreement unless expressly provided otherwise in this First Amendment.
2. **Title 32 References**. All references in the Agreement to the term “Title 32” are revised to read “the Special District Act.”

3. **Sixth Recital Paragraph.** The sixth recital paragraph of the Agreement is amended in full to read:

WHEREAS, the Parties have agreed to use the exclusion, inclusion and dissolution processes provided for in Section 32-1-510(1.5) and 32-1-710, C.R.S. of the Special District Act (“Consolidation”) to effect the merger of Elk Creek and Inter-Canyon into North Fork as a single fire protection district serving all area currently covered by the three separate Parties (“Merged District”); and

4. **FIRST AMENDMENT EFFECTIVE DATE.** The Parties have determined that this First Amendment, along with all of its terms and conditions, shall go into effect as of September 1, 2024, once approved by all Parties.

5. **Section 2.** Section 2 of the Agreement is amended in full to read:

2. **CONTINGENCY.** To the extent the Special District Act requires obligations or duties set forth in this Agreement as amended to be effectuated through further approval by judicial processes or actions by the Parties through their respective Boards of Directors, it is contingent upon obtaining such approvals.

6. **Section 3.** Section 3. and paragraphs 3.1.1, 3.1.2, 3.1.3, and 3.1.5 of the Agreement are amended in full, and subparagraphs 3.1.1.1, 3.1.1.2, and 3.1.1.3 are added to the Agreement, to read:

3. **Consolidation by Exclusion, Inclusion, and Dissolution.**

- 3.1.1. **Creation of a Single Integrated Fire Protection District.** The Parties agree to form the Merged District to serve all areas currently served by the Parties pursuant to the process and procedures available to fire protection districts under Section 32-1-501(1.5), C.R.S.

- 3.1.1.1. **Initial Exclusion Resolution and Order.** No later than their September regular meetings, the Boards of Directors of Inter-Canyon and Elk Creek shall initially adopt resolutions and orders (“Exclusion Resolutions and Orders”) proposing to exclude from their Districts all real property then within their boundaries on the condition that North Fork shall agree by resolution to include such property into North Fork immediately after the effective date of the Exclusion Resolutions and Orders.

- 3.1.1.2. **Inclusion Resolution and Order.** No later than its November meeting, the Board of Directors of North Fork shall adopt resolutions (“Inclusion Resolutions”) agreeing to include all of the Inter-Canyon and Elk Creek property into

North Fork immediately upon the effective date of the Exclusion Resolutions and Orders Immediately upon adopting the Inclusion Resolutions North Fork shall file them with the Court. Upon North Fork's inclusion of the areas excluded from Inter-Canyon and Elk Creek, North Fork shall be managed as the Merged District to serve all areas previously within the boundaries of all the Parties.

3.1.1.3. **Final Exclusion Resolution.** Upon North Fork's adoption of the Inclusion Resolutions and after their adoption of budgets, appropriation of funds, and certification of mill levies for tax year 2024 for collection in 2025, Inter-Canyon and Elk Creek shall provide notice and conduct public hearings, and finally adopt the Exclusion Resolutions and Orders. The final Inter-Canyon and Elk Creek Exclusion Resolutions and Orders shall designate the Board of Directors of North Fork, as successor to Inter-Canyon's and Elk Creek 's jurisdictional territory, service responsibilities, assets, property and personnel, to receive Inter-Canyon's and Elk Creek's remaining property tax revenue, to seek the dissolution of Inter-Canyon and Elk Creek, and to do all things necessary to accomplish the terms of the Exclusion Resolutions and Orders and the Agreement as amended.

3.1.2. **Inter-Canyon and Elk Creek Dissolution.** The Parties shall take such action as necessary to seek the dissolution of Inter-Canyon and Elk Creek following the inclusion of all of the Inter-Canyon and Elk Creek property into North Fork. To the extent that following the effective date of the Court orders approving the Exclusion Resolutions and Orders and the Inclusion Resolutions there is no one authorized to act on behalf of Inter-Canyon and Elk Creek, North Fork is hereby authorized by Inter-Canyon and Elk Creek to seek dissolution of their respective District by administrative action and court order pursuant to Section 32-1-710, C.R.S. As of the effective date of Court orders dissolving Inter-Canyon and Elk Creek, the Agreement as amended shall terminate. In the interim, Inter-Canyon and Elk Creek will exist as taxing entities only with any property tax revenue collected on their behalf to be paid to North Fork.

3.1.3. **Documentation and Prosecution.** Except as otherwise provided herein, each Party shall produce all documentation necessary or desirable for the efficient completion of the Consolidation, including agreements, resolutions, notices, and property transfer documents.

3.1.5. **Costs.** Each Party shall bear its own costs for taking part in and efficiently completing the Consolidation. However, the Parties agree to cooperate in good faith in identifying efficiencies and cost-savings in this process, where possible. In particular, the Parties agree to coordinate all court filings. The Parties may also consider using a single legal counsel to prepare documents necessary to complete the Consolidation following approval of this Agreement.

7. **Section 4.** Section 4 of the Agreement is deleted in whole.

8. **Section 5.** Section 5 and all subsections and subparagraphs of Section 5 are deleted and replaced with the following, to read:

5. **Post-Inclusion Procedure.** Upon and after the effective date of the Court orders approving the Exclusion Resolutions and Orders and the Inclusion Resolutions:

5.1. North Fork shall receive all property tax revenue collected from property taxes certified by Inter-Canyon and Elk Creek prior to the date of exclusion and inclusion.

5.2. The North Fork Board of Directors shall request four (4) Board Members of the North Fork Board of Directors to resign. As such resignations are received the remaining North Fork Board Members shall appoint to the North Fork Board of Directors two (2) former Inter-Canyon Board Members and two (2) former Elk Creek Board Members.

9. **Section 6.** Section 6 of the Agreement is amended in full to read:

6. **DISPOSITION OF ASSETS.** Following effective date of the Court orders approving the Exclusion Resolutions and Orders and the Inclusion Resolutions, the Merged District shall immediately become the owner of and entitled to receive, hold, sue for, and collect all moneys, funds, taxes, levies, assessments, fees, and charges and all property and assets of any kind or nature owned, leased, or claimed by or due to any of the Parties. Each Party shall take all steps reasonable and necessary to ensure the efficient transfer of assets as set forth above upon approval of the Consolidation.

10. **Section 7.** Section 7, paragraph 7.3.2, and subsections 7.5 and 7.6 of the Agreement are amended in full, and a new subsection 7.7 is added to read:

7. **FINANCIAL PLAN.** To facilitate the Consolidation, the Parties agree to implement the following financial plan:

7.3.2. **Volunteer Pension.** Each Party will transfer all fund assets of their respective Volunteer Firefighter Pension Funds to the

Merged District; provided, however, that each of the pension funds shall remain separate and shall not be commingled. As provided in § 31-30-1107, C.R.S., the Pension Board of Trustees will consist of seven (7) members selected from the Parties' current Pension Boards. The initial combined Pension Board shall consist of four (4) members of the Board of Directors established in Section 5.1.2. above, along with one (1) elected volunteer or retired volunteer from each Volunteer Pension Fund. Subsequent volunteer representation on the combined Pension Board shall continue with one (1) member of the North Fork Pension Fund, one (1) member of the Inter-Canyon Pension Fund, and one (1) member of the Elk Creek Pension Fund.

7.5. **Employees.** All employees of each Party will become employees of the Merged District subject to the Merged District's Rules and Regulations.

7.6. **Services.** The Merged District shall provide service to the current service areas of each Party pursuant to this Agreement.

7.7 **2024 Taxes.** Prior to the final approval of the Exclusion Resolutions and Orders, Inter-Canyon and Elk Creek shall, pursuant to the Local Government Budget Law, adopt budgets, appropriate funds, and certify for collection ad valorem property taxes within their respective boundaries for tax year 2024, for collection in 2025, at the same mill levy rate as certified in the prior year. Inter-Canyon and Elk Creek shall assign to North Fork, as their successor, the right to receive the revenues generated from such certification and all prior certifications following the effective date of the Court orders approving the Exclusion Resolutions and Orders and the Inclusion Resolutions.

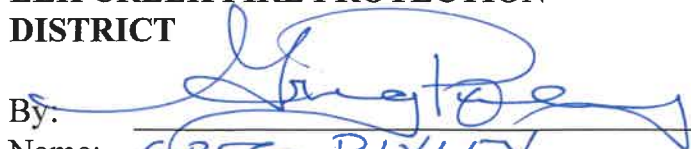
11. **Section 8.** Section 8 of the Agreement is amended in full to read:

8. **TERMINATION.** Upon the effective date of the final court orders approving the dissolution of Inter-Canyon and Elk Creek, this Agreement as amended shall terminate.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the dates noted below.

ELK CREEK FIRE PROTECTION DISTRICT

By: 
Name: GREG PIXLEY
Title: President
Date: _____

Attest:


Secretary

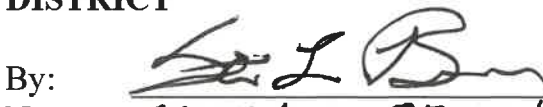
INTER-CANYON FIRE PROTECTION DISTRICT

By: 
Name: ROBERT J. SCOTT
Title: President
Date: 9-11-24

Attest:


Secretary

NORTH FORK FIRE PROTECTION DISTRICT

By: 
Name: STEVEN H. BROWN
Title: President
Date: 9/18/2024

Attest:


Secretary