

Elk Creek Fire Protection District Board of Directors

Regular Meeting Agenda

Thursday, May 11th 18:00hr

In person and Via Zoom

(located on ECFPD website)

- I. Swearing in of elected Board Members
- II. Selection of Officers
- III. Pledge of Allegiance
- IV. Additions or Deletions to, and Approval of the Agenda
- V. Review and Approval of April, 2023 Regular Meeting Minutes
- VI. Financial Matters
- VII. Chief Ware Report
- VIII. Old Business
 1. Ratification of IGA Pre-consolidation vote
 2. Fire Marshall IGA
- IX. New Business
 1. Consolidation Resolution
 2. Impacts of SMBP Operations on District EMS (revised)
- X. Citizen issues
(3 minutes maximum. Sign-in sheet provided prior to meeting)
- XI. Adjournment

ELK CREEK FIRE PROTECTION DISTRICT
Income Statement
For the Four Months Ending April 30, 2023

	Current Month Actual	Year to Date Actual	Year to Date Budget
Revenues			
104000	Property Tax Revenue - Jeffco	\$217,520	\$1,454,646
104010	Property Tax Revenue -Parkco	\$18,032	\$161,257
104040	Delinquent Taxes	\$6	-\$8,456
104100	Specific Own. Taxes - Jeffco	\$20,339	\$74,944
104110	Specific Own. Taxes - Parkco	\$4,038	\$14,465
104200	Interest Income Jeffco	\$64	-\$154
104210	Interest Income Parkco	\$0	\$0
104220	Interest Income Investments	\$23,080	\$84,555
104300	Ambulance Billings	\$0	\$117,299
104310	Ambulance Billings-MCR/MCD Adj	\$0	-\$93,010
104400	Other Income	\$0	\$4,246
104430	Permits - Inspection Fees	\$0	\$3,009
104440	Home Assessments	\$0	\$100
104450	Donations	\$0	\$14,056
104460	Lease Revenue	\$2,566	\$39,885
104480	Revenue from Surplus Equipment	\$0	\$0
104488	Grant Award - Fire	\$0	\$20,000
104700	CRRF Reimbursement	\$0	\$0
104760	Miscellaneous Income	\$12,528	\$12,528
104800	Mitigation Contracts	\$0	\$0
	Total Revenues	\$298,173	\$1,899,370
Expenses - Administration			
	Total Expenses - Administration	\$53,162	\$298,930
Expenses - Fire			
	Total Expenses - Fire	\$46,636	\$268,527
Expenses - Training			
	Total Expenses - Training	\$12,094	\$63,665
Expenses - Prevention			
	Total Expenses - Prevention	\$9,795	\$28,557
Expenses - EMS			
	Total Expenses - EMS	\$79,660	\$346,680
Expenses - Wildland/Suppression			
	Total Expenses - Wildland/Suppression	\$44,629	\$214,587
Expenses - Fuels Crew			
	Total Expenses - Fuels Crew	\$9,501	-\$16,065

ELK CREEK FIRE PROTECTION DISTRICT
Income Statement
For the Four Months Ending April 30, 2023

	Current Month Actual	Year to Date Actual	Year to Date Budget
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Expenses - CRRF			
Total Expenses - CRRF	\$7,826	\$7,939	\$765,142
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Expenses - Maintenance			
Total Expenses - Maintenance	\$11,234	\$54,809	\$309,967
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Expenses - Fire Stations			
Total Expenses - Fire Stations	\$5,797	\$56,109	\$127,330
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Expenses - Leases/Capital			
608326 Capital - EMS	\$0	\$6,660	\$300,000
608336 Capital - Fire	\$0	\$0	\$20,000
608605 Capital - Wildland/Prevention	\$0	\$186,517	\$85,000
608606 Capital - Facilities	\$0	\$0	\$165,000
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Total Expenses - Leases/Capital	\$0	\$193,177	\$570,000
Total Expenses	\$280,334	\$1,516,913	\$5,380,410
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Net Income	\$17,839	\$382,457	\$7,271
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Fire Department Monthly Status Report

May 11, 2023

OPERATIONS (April)

- Volunteer firefighters had 192 hours of staffing at Station 1.
- Elk Creek Averaged 3.6 members per call.
- 18% of the calls overlapped (15 Calls)
- Average Response Time 8:11

April - Emergency Incidents	2021	2022	2023
1. Fire	0	4	1
2. Emergency Medical Services (EMS) & Rescue	64	71	43
3. Hazardous Condition (No Fire)	35	10	5
3. Service Call	11	9	10
4. Good Intent Call	16	20	18
5. False Alarm and False Call	8	5	6
6. Special Incident		5	0
Total	92	124	86

April - Additional Emergency Incidents	2021	2022	2023
Automatic/Mutual Aid Emergency Responses provided to the Elk Creek by other Agencies	2	4	4

April Ambulance Transports	2021	2022	2023
	30	28	31

TRAINING

- Firefighters logged 638 hours of training for the month.
- The 2023 recruit academy has completed the wildland fire training and is now starting Emergency Responder medical training. The academy is down to 12 from 16 individuals.
- The Wildland Suppression Module and the Fuels Crew are staffed with season firefighters coming on board on May 1. Their refresher training will be completed on May 12 and in service on the 16th. The community chipping program will start on the 16th as well.

FIRE PREVENTION

- Rachel Rush has started as the new Deputy Fire Marshal.
- Fire Prevention completed 16 inspections for the month.

FLEET, EQUIPMENT, & FACILITIES

Fleet:

- Engine 433 is out of service with a possible failed fuel injector.
- The module has added a new service body to one of their trucks to increase storage and efficiency.
- The new SCBA's have been put in service and the older models have been given to Jefferson Como FPD and Hartsel FPD.

Facilities:

- Station 4 has had a remodel of the bathroom and office as well as some exterior painting and replacing some old siding.

PRE-CONSOLIDATION INTERGOVERNMENTAL AGREEMENT

THIS PRE-CONSOLIDATION INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”) is entered into by and between the Elk Creek Fire Protection District (“**Elk Creek**”), a Title 32 special district and political subdivision of the State of Colorado, the Inter-Canyon Fire Protection District (“**Inter-Canyon**”), a Title 32 special district and political subdivision of the State of Colorado, and the North Fork Fire Protection District, a Title 32 special district and political subdivision of the State of Colorado (“**North Fork**”) (each individually, a “**Party**” or “**District**” and collectively, the “**Parties**” or “**Districts**”).

RECITALS

WHEREAS, the Parties are each fire protection districts organized and operating pursuant to Title 32 of the Colorado Revised Statutes (“Title 32”); and

WHEREAS, pursuant to the authority granted under Title 32, the Districts carry out fire prevention and suppression activities, emergency medical and rescue services, fire code enforcement, hazardous material responses and other activities permitted under Title 32; and

WHEREAS, Article XIV, § 18(2)(a) of the Colorado Constitution and § 29-1-203, C.R.S. permit and encourage political subdivisions of the state to make efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, the Parties, being located adjacent to one another, have developed a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under Title 32; and

WHEREAS, the Parties have determined that it is in the best interest of the health, safety, and public welfare of their respective citizens to integrate the Parties’ services as provided in this Agreement, so that there is a merger into a single fire protection district, regarding all aspects of their operations, administration, and services, as permitted under Title 32; and

WHEREAS, the Parties have agreed to use the consolidation process, as provided in Title 32 (“Consolidation”), to effect the merger of Elk Creek, Inter-Canyon, and North Fork into a single, new fire protection district serving all areas currently covered by the three separate Parties (“Merged District”); and

WHEREAS, this Agreement is intended to set forth the actions to be taken to effect a successful merger of the Parties and to ensure the orderly transfer of all duties, functions, and liabilities of each Party to the Merged District in a manner that assures the continuation of equivalent service and responsible administration and maintenance of facilities, and whereby all property within the boundaries of each Party is consolidated, as set forth in Title 32, within the boundaries of the Merged District.

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. EFFECTIVE DATE. The Parties have determined that this Agreement, along with all of its terms and conditions, shall go into effect as of April 12, 2023 once approved by all Parties

("Effective Date").

2. CONTINGENCY. To the extent the effectuation of obligation or duty set forth in this Agreement requires further approval through judicial or electoral processes, or other future action by the Parties through their respective Boards of Directors, under the provisions of Part 6, Article 1, of Title 32, C.R.S., it is contingent upon obtaining such approvals.

3. PRE-CONSOLIDATION ACTIONS.

3.1. Administration.

3.1.1. Consolidation Resolution. As soon as is reasonably practical following execution of this Agreement by the Parties, the Board of Directors of Elk Creek shall adopt a consolidation resolution pursuant to Part 6, Article 1, Title 32, C.R.S., declaring that Inter-Canyon, Elk Creek, and North Fork are so situated that all such districts may operate effectively and economically as a consolidated district and that the public health, safety, prosperity, and general welfare of the inhabitants of Elk Creek will be better served by the consolidation of such districts. The consolidation resolution shall further set forth the name of the Merged District, that the Merged District shall provide all fire protection services, as set forth in Title 32, within the boundaries of the Merged District, that the board of the Merged District will have five (5) directors, any special conditions that may attach to the Merged District, and that Inter-Canyon and North Fork must approve the consolidation resolution by June 22, 2023 in order to be included within the proposed consolidated district.

3.1.2. Concurring Resolutions. As soon as is reasonably practical following Elk Creek's approval of the consolidation resolution, the Board of Directors of Inter-Canyon and North Fork shall approve a resolution concurring in the consolidation resolution. Upon approval of the concurring resolution, Inter-Canyon and North Fork shall promptly file their respective concurring resolutions with Elk Creek, but in any event no later than June 22, 2023.

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, election materials (except to the extent prepared by the Clerk and Recorder), and property transfer documents.

3.1.4. Access to Records. Each Party shall grant unlimited access to its records to the other Parties, including but not limited to, all accounting records maintained either by a Party or any of its consultants. Where necessary, each Party, or its appropriate representatives connected therewith, shall execute such documents, provide such authorizations, and take such actions as are required to allow the full and unrestricted access contemplated by this section.

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 and election procedures, and to designate a single Designated Election Official to prosecute

the elections. The Parties may also consider using a single legal counsel to prepare documents necessary to complete the Consolidation following approval of this Agreement.

- 3.1.6. Timetable. The Parties agree, to the extent practicable, to jointly complete tasks as needed in order to fulfill the purposes of this Agreement in accordance with applicable law.

3.2. Document Production and Review.

- 3.2.1. Real Property and Equipment Inventory. On or before April 27, 2023, each Party shall prepare an inventory of its real property (including easements) and equipment, including as to each item of equipment, a general description, serial number, model number, current condition and expected remaining life, and a list of all security interests, if any, encumbering each item of equipment (the "Inventories"). The Inventories shall be shared with all Parties on or before April 27, 2023.
- 3.2.2. Fire Station Sites. On or before April 27, 2023, each Party shall ensure that title insurance for each fire station site shall be transferable to the Merged District as the successor entity to the Party owning the station. Furthermore, each Party shall disclose any material repairs or defects of any fire station site to the other Parties on or before April 27, 2023.
- 3.2.3. Employee Records. On or before April 27, 2023, each Party shall provide a list to the other Parties of all employees, including the employment and benefits status for each employee, copies of all employment contracts, if any, and a list of all volunteers.
- 3.2.4. Contracts. On or before April 27, 2023, each Party shall provide a list to the other Parties of all contracts entered into between one or more Parties and any other party, including all intergovernmental agreements. The Parties shall confer to determine what contracts should remain in place for the Merged District and what contracts should be terminated if the Consolidation is approved. Each Party agrees to provide prompt written notice to any and all of its public and private contractors of the termination of such contract or contracts, contingent upon and effective as of the date of the Consolidation. Should the terms of any contract between any Party and third parties not permit cancellation, the Party to such contract shall notify the other Parties.
- 3.2.5. Financial Audit. As close to the Effective Date as is possible, each Party shall provide the other Parties with its audit for fiscal year 2021. Furthermore, each Party shall provide the other Parties with its audit for fiscal year 2022 as soon as it is completed.
- 3.2.6. Pending Litigation. On or before April 27, 2023, each Party shall provide to the other Parties a list of any and all pending litigation or other administrative proceedings to which a Party is involved. Any new litigation following the Effective Date shall be disclosed as soon as is possible.
- 3.2.7. Technical Documents and Data. Each Party shall be entitled to inspect all

videos, maps, easements and all technical information relating to the other Parties' operations. Each Party hereby agrees to keep confidential all such information that is required to be kept confidential by the provisions of § 24-72-204, C.R.S.

3.2.8. Timing. Unless otherwise provided herein, all documents and information to be provided by the Parties pursuant to this Section 3.2 shall be provided to the other Parties as soon as is reasonably practical, but in no event later than April 27, 2023, unless the Parties agree otherwise.

4. MILL LEVY INCREASE. The Consolidation shall be contingent upon each Party's voters simultaneously approving a mill levy increase to ensure the Merged District can certify a mill levy of 16 mills to operate and meet the liabilities of the Merged District ("Mill Levy"). If the voters of one or more Parties do not approve the Mill Levy, the Consolidation shall not be effective and the Parties agree to work in good faith to determine whether to amend or terminate this Agreement in accordance with Section 8.

5. POST-CONSOLIDATION PROCEDURE. If a majority of the voters of each Party approve both the Consolidation measure and the Mill Levy, along with any other ballot measures determined to be necessary to complete the Consolidation, the following procedure shall be followed to finalize the Consolidation:

5.1. Organizational Board. The members of the Boards for each Party shall constitute the organizational board of the Merged District ("Organizational Board"). The Organizational Board shall remain as the Board of the Merged District until such time as the first board of the Merged District is selected as provided in section 5.3. The Organizational Board shall formally authorize the filing of the Petition as set forth in Section 5.2 confirming, among other things, that the Board of the Merged District shall be made up of five (5) Directors.

5.2. Petition for Order. On or before December 5, 2023, the Organizational Board shall file a Petition for Consolidation Order with the following information included, with the goal of having the Merged District and Initial Board appointed and operational as of January 1, 2024:

5.2.1. Name of the Merged District;

5.2.2. Names and addresses of the five (5) initial Directors of the Merged District;

5.2.3. Terms of the initial Directors in accordance with Sec. 32-1-603(2)(b), C.R.S., to ensure that terms are rotated with a 2-3 split;

5.2.4. Bond or blanket insurance coverage covering the faithful performance of the Directors in amounts of at least \$1,000 per Director and \$5,000 for the Treasurer, with proof of such coverage attached to the Petition.

5.3. Initial Board. The Districts shall discuss and agree on a selection process for the five (5) initial Directors of the Merged District on or before November 15, 2023.

5.4. Merged Board Elections. At the first regular special district election following the Consolidation (May 2025), two (2) of the initial Directors shall be up for election for a 4-year term. At the second regular special district election following Consolidation (May 2027), the remaining three (3) initial Directors shall be up for election for a 4-year term.

6. DISPOSITION OF ASSETS. Following court approval of the Consolidation and pursuant to Section 32-1-607(2), C.R.S., 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. As set forth in Section 3, 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.

7. FINANCIAL PLAN. Following court approval of the Consolidation, the Parties agree to implement the following financial plan:

7.1. Legal Proceedings. The Merged District will take all steps necessary to update pending litigation of any Party to reflect it as the real party in interest or successor entity to the Party that is involved in the pending litigation.

7.2. Liabilities. The Merged District will assume all of the liabilities of each Party that remain valid and outstanding at the time of the Consolidation.

7.3. Employee Retirement Plan/Volunteer Pension.

7.3.1. Paid Employee Retirement/Pension. Each Party shall take all necessary steps for allocation and transfer of all paid employee plan assets to the Merged District, pursuant to § 31-31-401(3), C.R.S. All paid firefighters shall be considered to be lateral transfers to the Merged District for purposes of the Fire and Police Pension Administration ("FPPA") death and disability policy only.

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 5.2 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.

7.4. Employee Insurance. In addition to the foregoing, the Merged District shall administer, for the benefit of the employees of each Party, to the extent required by law, all health and insurance benefits, including but not limited to each individual employee's COBRA rights and benefits to which they may be entitled following the effective date of the Consolidation.

7.5. Employees. Upon a successful Consolidation election and court approval thereof, all employees of each Party will become employees of the Merged District subject to the Merged District's Rules and Regulations as of January 1, 2024.

7.6. Services. Upon a successful Consolidation election and court approval thereof, the Merged District shall provide service to the current service areas of each Party pursuant

to this Agreement.

8. TERMINATION. If the court approves the Consolidation, this Agreement shall terminate on the effective date of the court's order. In the event that the voters of one or more of the Parties do not approve the Consolidation, or related ballot measures, this Agreement shall remain in effect until such time as either Party provides thirty (30) days prior written notice of termination. If this Agreement continues in effect for purposes of instituting a subsequent merger process, the Parties shall amend this Agreement accordingly.

9. MISCELLANEOUS PROVISIONS. This Agreement shall be subject to the following miscellaneous provisions.

9.1. Notices. Any notice required hereunder shall be in writing and shall be sufficient if deposited in the United States mail, postage prepaid to:

Elk Creek Fire Protection District
Attn: Board President
P.O. Box 607
Conifer, CO 80433

Inter-Canyon Fire Protection District
Attn: Board President
7939 South Turkey Creek Road
Morrison, CO 80465

North Fork Fire Protection District
Attn: Board President
P.O. Box 183
Buffalo Creek, CO 80425

9.2. Consent. Whenever any provision of this Agreement requires consent or approval of the Parties, the same shall not be unreasonably withheld.

9.3. Amendments. This Agreement may only be amended in writing, as required, by the Parties in furtherance of the purposes of this Agreement.

9.4. Severability. In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of the Agreement.

9.5. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties.

9.6. Assignment and Delegation. No party shall assign any of the rights or delegate any of the duties created by this Agreement without the written consent of the Parties.

9.7. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the Parties hereto and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause

whatsoever.

- 9.8. Transfer Documentation. The Parties hereby agree to execute any and all leases, conveyances, amendments and any other documents necessary to effectuate the transfer of all assets and property.
- 9.9. Counterparts. This Agreement may be executed in several counterparts and as so executed, shall constitute one agreement, binding on all parties even though all parties have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.

[Signature Page Follows]

DRAFT

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

ELK CREEK FIRE PROTECTION DISTRICT

By: _____
President

Dated: _____

ATTEST:

Secretary

INTER-CANYON FIRE PROTECTION DISTRICT

By: _____
President

Dated: _____

ATTEST:

Secretary

NORTH FORK FIRE PROTECTION DISTRICT

By: _____
President

Dated: _____

ATTEST:

Secretary

INTERGOVERNMENTAL AGREEMENT
BETWEEN ELK CREEK FIRE PROTECTION DISTRICT
AND EVERGREEN FIRE PROTECTION DISTRICT
FOR FIRE PREVENTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between Elk Creek Fire Protection District (“Elk Creek”) and Evergreen Fire Protection District (“Evergreen”), both quasi-municipal corporations organized pursuant to Title 32, C.R.S. to provide fire protection and prevention services.

RECITALS

1. Elk Creek is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S, within Jefferson and Park Counties, Colorado; and
2. Evergreen is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S., within Jefferson and Clear Creek Counties, Colorado; and
3. Evergreen has determined that it requires outsourcing of certain fire prevention services as defined herein; and
4. Elk Creek has the ability and capacity to provide those services; and
5. Both agencies find that the public benefits from increased efficiency and cooperation and view this Agreement as a method to provide effective fire prevention services within their contiguous borders in an efficient manner.

AGREEMENT

1. Fire Prevention Services. Commencing July 1, 2023, Elk Creek agrees to provide fire prevention services utilizing Elk Creek’s Fire Marshal, as directed by Evergreen and within the boundaries of Evergreen to include:
 - a. Development plan review and approval;
 - b. Testing and approval of fire protection and alarm systems in new construction;
 - c. Code interpretation and enforcement in new construction;
 - d. Occupancy inspections.
2. Compensation. Evergreen agrees to pay Elk Creek the following:

No more than seventy-five dollars (75.00) per personnel hour under the employees 40-hour work week and ninety-five (95.00) per personnel hour for necessary overtime for the services of the Fire Marshal.
3. Term. Subject to the budget and annual appropriation of funds therefore, this Agreement shall commence on May 1, 2023 and shall remain in effect until terminated by either party as provided in paragraph 7 below.
4. Indemnity for Acts or Omissions under the Direction of the other Agency.
 - a. To the extent permitted by law, Elk Creek agrees to indemnify, hold harmless and defend Evergreen, its officers, agents and employees, from and against any and all

claims, losses and liability for injuries, including injury to employees of Evergreen, or property damage arising from and proximately caused by any negligent error, act or omission of Elk Creek, its officers, agents or employees in performing the actions required of Evergreen by the Agreement.

- b. To the extent permitted by law, Evergreen agrees to indemnify, hold harmless and defend Elk Creek, its officers, agents and employees, from and against any and all claims losses and liability for injuries, including injury to employees in performing the actions required of Elk Creek by this Agreement.
5. Property-Records-Ownership of Work Product. No real or personal property will be jointly acquired as a result of this Agreement. The services provided shall be provided utilizing resources available to Elk Creek Fire Marshal. Any records of services provided pursuant to this Agreement shall be and become the property of Evergreen and shall be retained by Evergreen in accordance with public records and any other applicable law.
6. Administration. No separate legal or administrative entity is created by this Agreement. The Fire Chief of Evergreen and the Fire Chief of Elk Creek shall jointly administer this Agreement.
7. Termination. Either party may terminate this Agreement as follows:
 - a. For Cause. Either party may terminate this agreement at any time for a material breach of the Agreement by the other party by providing thirty days written notice to the other party of the intent to terminate for cause. If during such thirty days the breaching party cures its breach, the Agreement shall not terminate.
 - b. For Convenience. Either party may terminate this Agreement without cause by providing thirty days' notice of intent to terminate.
 - c. Survival of Indemnity. The indemnity provisions of paragraph 4 shall survive termination by either party under the provisions of this paragraph 7 as to any injury or damage arising out of any error, act or omission occurring prior to the effective date of termination.
 - d. For non-appropriation. Evergreen may terminate this agreement at any time if the Board of Directors fails to appropriate adequate funds to continue to meet the obligations of the Agreement, with the only obligation for such termination being that any services rendered prior to such termination shall be paid to Elk Creek within thirty days of termination. The parties understand and agree that the Agreement is a pay for service type of Agreement and is not intended to create a multiple fiscal year obligation for either party.
8. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

Elk Creek Fire Protection District
PO Box 607
Conifer, CO 80433

Evergreen Fire Protection District
1802 Bergen Pkwy
Evergreen, CO 80439

9. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Jefferson County Courts. The prevailing party shall be entitled to recover costs, including reasonable attorney fees, in addition to any other award.

10. Severability. In the event that any section, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
11. No Waiver. Any party's failure to insist upon strict performance of another party's covenants, agreements and rights shall not be deemed a waiver or relinquishment by such party and such covenants, agreements and rights shall continue if full force and effect.
12. No Third Party Rights. This Agreement shall not create any rights in any party that has not signed it.
13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between parties regarding the subject matter hereof, and may be modified only by a written instrument signed by both parties. There are no verbal or other agreements that modify or effect is agreement.

Elk Creek Fire Protection District

Evergreen Fire Protection District

ELK CREEK FIRE PROTECTION DISTRICT

RESOLUTION 2023 – 5-1

A RESOLUTION PROPOSING THE CONSOLIDATION OF ELK CREEK FIRE PROTECTION DISTRICT, INTER-CANYON FIRE PROTECTION DISTRICT, AND NORTH FORK FIRE PROTECTION DISTRICT INTO A SINGLE FIRE PROTECTION DISTRICT

WHEREAS, the Elk Creek Fire Protection District (“Elk Creek”) is organized and operating as a fire protection district and political subdivision of the State of Colorado; and

WHEREAS, the Elk Creek currently serves an area of approximately 98 square miles in western Jefferson County and eastern Park County, providing all legally authorized services as a fire protection district in the State of Colorado; and

WHEREAS, pursuant to §32-1-601(1), C.R.S., two or more special districts may be consolidated into a single consolidated district, and such consolidation may occur between or among such districts whether or not they were originally organized for the same purpose and whether or not such districts are contiguous; and

WHEREAS, Elk Creek has reviewed and discussed the proposed consolidation with two (2) neighboring districts, Inter-Canyon Fire Protection District, covering 52 square miles in western Jefferson County (“Inter-Canyon”), and North Fork Fire Protection District, covering 240 square miles in southern Jefferson County and northwest Douglas County (“North Fork”), (Elk Creek, Inter-Canyon, and North Fork collectively referred to as the “Districts”), along with the citizens of each of the Districts; and

WHEREAS, pursuant to §32-1-602(2)(a), C.R.S., Elk Creek may propose, through the approval of a resolution, the consolidation of the Districts to provide services effectively and economically as a single, consolidated district; and

WHEREAS, Elk Creek has received feedback from its citizens that suggests support for pursuing a possible consolidation, subject to voter approval; and

WHEREAS, Elk Creek has considered and approved that certain Pre-Consolidation Intergovernmental Agreement between the Districts, effective as of April 12, 2023 (“IGA”) that establishes a procedure consistent with the laws of the State of Colorado to propose a consolidation of the Districts to the citizens of each district as part of the coordinated election in November 2023; and

WHEREAS, the Board of Directors of Elk Creek (“Board”) finds that Elk Creek, Inter-Canyon, and North Fork may be operated effectively and economically as a single, consolidated district, providing all legally authorized services of a fire protection district in the State of Colorado, and that the public health, safety, prosperity, and general welfare of the inhabitants of Elk Creek will be better served by the consolidation of the Districts into a single fire protection district.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELK CREEK FIRE PROTECTION DISTRICT THAT:

1. Elk Creek, Inter-Canyon, and North Fork may be operated effectively and economically as a single, consolidated district, providing all legally authorized services of a fire protection district in the State of Colorado, and that the public health, safety, prosperity, and general welfare of the

inhabitants of Elk Creek will be better served by the consolidation of the Districts into a single fire protection district (the “Consolidated District”).

2. The proposed name of the Consolidated District shall be Conifer Fire Protection District.
3. The Consolidated District shall consist of the current service areas of Elk Creek, Inter-Canyon, and North Fork and that the Consolidated District shall provide all legally authorized services of a fire protection district in the State of Colorado.
4. The board of the Consolidated District shall be made up of five directors, as further set forth in the IGA and determined by the Districts.
5. The consolidation shall be contingent upon each Districts’ voters simultaneously approving a mill levy increase to ensure the Consolidated District can certify a mill levy of up to 16 mills to operate and meet the liabilities of the Consolidated District and each District must take all steps necessary to ensure such a ballot issue is referred to its voters simultaneously with the consolidation measure.
6. The deadline for Inter-Canyon and North Fork to file their official resolutions either concurring in or rejecting this Resolution shall be June 22, 2023.
7. This Resolution shall be effective upon passage and shall remain in effect absent clear majority action by the Board to supersede or otherwise repeal this Resolution.
8. Elk Creek staff is directed to take all actions necessary to implement the directives and intent of this Resolution and to file a copy of this Resolution with Inter-Canyon and North Fork on or before May 15, 2023.
9. All acts, orders, resolutions, or parts thereof, of Elk Creek that are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict. All acts, orders, resolutions, or parts thereof, of Elk Creek that are consistent with this Resolution are hereby affirmed and ratified.

ADOPTED AND APPROVED: _____, 2023.

ELK CREEK FIRE PROTECTION DISTRICT

Board President

Attest:

Board Secretary

ELK CREEK FIRE PROTECTION DISTRICT
A MOTION TO DEVELOP MEANS TO IDENTIFY AND MITIGATE THE EMS IMPACTS DUE TO
SHADOW MOUNTAIN BIKE PARK OPERATIONS
[REVISED]

May 11, 2023

Background: Jefferson County Planning & Zoning Division has accepted the application submitted by FSBR, LLC dba/Shadow Mountain Bike Park (SMBP) for a permit that would allow construction of a chair-lift served, downhill mountain bike park operated as a recreation facility on 306 acres of a parcel owned by the State of Colorado. As proposed, there are no provisions requiring payment by SMBP of mill levy taxes, impact fees, or other compensatory revenues to the Elk Creek Fire Protection District (Elk Creek FPD or the District).

When fully operational, SMBP is expected to generate patron traffic comprising an average of between 300 & 700 riders per day or, according to SMBP, ~6,500 rider-hours-per-day for extended periods during the summer months of its March through November season.

Epidemiological studies of downhill mountain biking activities at recreation facilities similar to SMBP have determined that injuries occur at a rate of between 17 & 45 for every 1,000 hrs of rider activity, with 30% of those injuries requiring medical attention. As a result, during extended periods of its summer season, SMBP can expect between 5 & 14 daily rider injuries that require possible transport for medical attention.¹

Since Elk Creek FPD is the responsible local jurisdiction, the District can reasonably expect operations at SMBP to significantly increase EMS incident rates to beyond current capabilities.

Motion: Therefore, I make a motion that the Elk Creek FPD Board of Directors:

1. Direct the assessment of the personnel, apparatus, equipment, and time-demands that SMBP operations can reasonably be expected to impose on the District due to EMS demands from the facility
2. Develop the legal mechanisms necessary to require SMBP to offset the EMS demands that the facility is expected to impose on the District thereby ensuring that District taxpayers do not bear the burden of these demands.
3. Notify SMBP, Jefferson County, and the State of Colorado that it is the intent of the District to ensure that its taxpayers do not bear the financial burden of expected SMBP EMS demands.

Chuck Newby
Director

¹ For one such study, please see: [Mountain Biking Injuries](https://journals.lww.com/acsm-csmr/Fulltext/2017/11000/Mountain_Biking_Injuries.10.aspx), Majid Ansari, MD, et al, published by Current Sports Medicine Reports, American College of Sports Medicine [https://journals.lww.com/acsm-csmr/Fulltext/2017/11000/Mountain_Biking_Injuries.10.aspx]