CLEAR CREEK FIRE AUTHORITY
FIRST AMENDMENT TO THE
2024 AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

This First Amendment to the Clear Creek Fire Authority 2024 Amended and Restated Intergovernmental Agreement ("First Amendment") is entered into by and among the Clear Creek County Emergency Services General Improvement District ("ESD"), the Town of Georgetown, the Town of Silver Plume, the Town of Empire, and the City of Idaho Springs (together, the "Parties," and individually, a "Party").

RECITALS

WHEREAS, the Parties are parties to the Clear Creek Fire Authority 2024 Amended and Restated Intergovernmental Agreement, effective December 31, 2024 (the "Agreement"), which continues the Clear Creek Fire Authority (the "CCFA" or "Authority"); and

WHEREAS, Paragraph 6-1 of the Agreement provides that the ESD shall directly appoint two directors to the Authority's Board of Directors (the "Board") and shall nominate three other directors, one from each of the unincorporated areas of Clear Creek County within the ESD's boundaries "as more fully identified in Exhibit B of this Agreement," and that those nominations shall be considered for appointment by the Board; and

WHEREAS, the Exhibit B attached to the Agreement when it was executed was prepared by the Authority and depicts three director districts within the unincorporated area of the ESD (the "Original Exhibit B"); and

WHEREAS, after the Agreement took effect, the Parties determined that the districts depicted in the Original Exhibit B were drawn incorrectly, because the population figures used to draw them included residents of the municipalities rather than only residents of the unincorporated areas, which left the western district with too few unincorporated residents to fill its seat and did not divide the unincorporated population evenly among the three districts; and

WHEREAS, a corrected map was prepared that divides the unincorporated population within the ESD into three districts of approximately equal population (the "Corrected Exhibit B"); and

WHEREAS, in October 2025, the Parties, through email correspondence, informally agreed to follow the districts depicted in the Corrected Exhibit B, with the understanding that the Agreement would be formally amended to update the exhibit at a later time; and

WHEREAS, recently, some members of the Board expressed concern that the Agreement had not been formally updated to include the Corrected Exhibit B and stated a desire to update the Agreement to include the Corrected Exhibit B, which is the map the Parties are currently using and which accurately reflects the districts; and

WHEREAS, to avoid any complication or confusion, and so that the Board may appropriately consider nominations made by the ESD under Paragraph 6-1, the Parties desire to formally amend the Agreement to replace the Original Exhibit B with the Corrected Exhibit B; and

WHEREAS, Paragraph 41 of the Agreement provides that the Agreement may be amended only by written document approved by all of the Parties, and the governing body of each Party has approved this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained in this First Amendment and in the Agreement, the Parties agree as follows:

1. Replacement of Exhibit B. Exhibit B to the Agreement is deleted in its entirety and replaced with the Corrected Exhibit B, which is attached to this First Amendment as Exhibit B and incorporated into the Agreement by this reference. From and after the Effective Date, every reference in the Agreement to "Exhibit B," including the reference in Paragraph 6-1, means the Corrected Exhibit B.

2. Nominations and Appointments. Any nomination made by the ESD under Paragraph 6-1 that is pending before the Board on the Effective Date, and any nomination made after the Effective Date, shall be considered under the districts depicted in the Corrected Exhibit B. Nothing in this First Amendment shortens or otherwise alters the term of any director serving on the Board on the Effective Date.

3. Ratification. The Parties ratify and confirm their use of the districts depicted in the Corrected Exhibit B from October 2025 through the Effective Date.

4. Agreement Otherwise Unchanged. Except as expressly amended by this First Amendment, every other term, condition, and provision of the Agreement, including Exhibit A, remains unchanged and in full force and effect. If there is any conflict between this First Amendment and the Agreement, this First Amendment controls. Capitalized terms used but not defined in this First Amendment have the meanings given to them in the Agreement.

5. Effective Date. This First Amendment is effective on the date on which it has been approved and executed by all of the Parties, as shown by the latest date in the signature blocks below (the "Effective Date").

6. Counterparts; Electronic Signatures. This First Amendment may be executed in counterparts, each of which is an original and all of which together constitute one

instrument. Signature pages delivered by email in portable document format (PDF) or executed by electronic signature have the same force and effect as original signatures. Upon receipt of all of the Parties' signature pages, the ESD will compile them into a single conformed instrument, cause it to be recorded with the Clear Creek County Clerk and Recorder, and provide a copy of the fully executed and recorded First Amendment to each Party and to the Authority.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates set forth below.

"ESD"
CLEAR CREEK COUNTY
EMERGENCY SERVICES GENERAL
IMPROVEMENT DISTRICT

By: _____
Rebecca Lloyd, Chair

Date: _____

ATTEST:

_____
Deputy Clerk and Recorder
for Brenda L. Corbett
Clear Creek County Clerk and Recorder

Approved as to form and
legal sufficiency:

_____
Peter A. Lichtman
County Attorney

[Signatures continued on following pages]

TOWN OF EMPIRE

By: _____
Denise Tennant, Mayor

Date: _____

Attest:

_____
Jennifer Boswell, Town Clerk

[Signatures continued on following pages]

TOWN OF GEORGETOWN

By:_____
Georgia Kofoed, Police Judge

Date: _____

ATTEST:

_____
Brigitte Korte, Town Clerk

[Signatures continued on following pages]

TOWN OF SILVER PLUME

By: _____
Lee Berenato, Mayor

Date: _____

Attest:

_____
Chelsea Nihiser, Town Clerk

[Signatures continued on following pages]

CITY OF IDAHO SPRINGS

By: _____
Chuck Harmon, Mayor

Date: _____

Attest:

_____
Diane Breece, City Clerk

[Corrected Exhibit B follows]

EXHIBIT B
CORRECTED CLEAR CREEK FIRE AUTHORITY DIRECTOR DISTRICTS
(reference Paragraph 6-1 of the Agreement, as amended by the First Amendment)

