

RESOLUTION 2021-082
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE EXECUTION OF THE FOURTH AMENDED
INTERGOVERNMENTAL AGREEMENT OF THE ESTABLISHMENT OF THE
LARIMER EMERGENCY TELEPHONE AUTHORITY

WHEREAS, the City of Fort Collins is authorized under Colorado Revised Statutes (“C.R.S.”) Section 29-1-203 to cooperate or contract with others to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the provision of emergency telephone service; and

WHEREAS, on or about November 14, 1990, pursuant to its authority under C.R.S. Section 29-11-101, et. seq., the City joined multiple political subdivisions in Larimer County, Colorado to form the “Larimer Emergency Telephone Authority” (LETA) as a separate legal entity provide emergency telephone service and to establish, collect, and disperse the emergency telephone charge in Larimer County, and executed an “Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service” (the “E-911 IGA”); and

WHEREAS, following its adoption, parties to the E-911 IGA approved amendments in 1999, 2002, and a Third Amended Intergovernmental Agreement for the Establishment of the Larimer Emergency Telephone Authority (the “Third Amended IGA”) in 2009, as approved by City Council Resolution 2009-006; and

WHEREAS, pursuant to Article XVII thereof, the Third Amended IGA may be amended upon an affirmative vote of three-quarters (3/4) of the signatories and execution of any amendment by all signatories; and

WHEREAS, the LETA Board of Directors recently held a qualifying vote, approved by three-quarters of the signatories to the Third Amended IGA, to further amend the Third Amended IGA through by approving a (2021) Fourth Amended Intergovernmental Agreement for the Establishment of the Larimer Emergency Telephone Authority (the “Fourth Amended IGA”) to supersede the Third Amended IGA and reflect changes in federal and state law, advancements in 911 call technology and infrastructure, and the intent and purposes as to LETA’s operations, and to:

1. provide representation for the Town of Timnath, along with Windsor, Johnstown and CSU on the LETA Board through the members designated as representatives of the small-town signatories;
2. provide representation for the Loveland Fire Rescue, Crystal Lakes, Estes Valley, Front Range Fire Rescue, and Livermore fire districts and fire authorities through the members designated as representatives of the fire district and fire authority signatories;
3. establish criteria for a qualifying vote to dissolve LETA, requiring at least three-quarters (3/4) of the then-parties to agree in writing and identify one or more entities

who will succeed LETA and undertake continued operation of regional E-911
Emergency Telephone Services;

and

WHEREAS, the Interim City Manager recommends the City Council approve the Fourth Amended IGA to continue participating in regional E-911 Emergency Telephone Services through LETA; and

WHEREAS, the City Council finds it is in the best interests of the City and the health, safety and welfare of its citizens to approve the Fourth Amended IGA and continue participating in LETA.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes any and all determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby approves the Fourth Amended Intergovernmental Agreement for the Establishment of the Larimer Emergency Telephone Authority (the "Fourth Amended IGA") and agrees to become a signatory thereto.

Section 3. That the City Council authorizes the Mayor to execute on behalf of the City the Fourth Amended IGA, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, with such additional or modified terms and conditions as the City Manager may, in consultation with the City Attorney, determine necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 4. That the City Council hereby reaffirms the City Manager's authority to appoint a City employee as the City's representative as provided in the Fourth Amended IGA.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 7th day of September A.D. 2021.



Mayor

ATTEST:



Interim City Clerk



**FOURTH AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE ESTABLISHMENT OF
LARIMER EMERGENCY TELEPHONE AUTHORITY**

This Fourth Amended Intergovernmental Agreement (“Agreement”) is entered into effective November 1, 2021, by and between the following political subdivisions and public entities of the State of Colorado, which are referred to herein collectively as “Parties” and are referred to herein individually by name or as “Party.”

County (1)/Cities (2)/Towns (6)

County of Larimer
City of Fort Collins
City of Loveland
Town of Berthoud
Town of Estes Park
Town of Johnstown
Town of Timnath
Town of Wellington
Town of Windsor

Hospital/Health Services Districts (3)

Health District of Northern Larimer
County
Park Hospital District
Thompson Valley Health Services
District

State (1)

Colorado State University

Fire Authorities (2)

Loveland Fire Rescue Authority
Poudre Fire Authority

Fire Protection Districts (15)

Allenspark Fire Protection District
Berthoud Fire Protection District
Crystal Lakes Fire Protection District
Estes Valley Fire Protection District
Front Range Fire Rescue Fire Protection District
(f/k/a Johnstown Fire Protection District)
Glacier View Fire Protection District
Livermore Fire Protection District
Loveland Rural Fire Protection District
Lyons Fire Protection District
Pinewood Springs Fire Protection District
Poudre Canyon Fire Protection District
Poudre Valley Fire Protection District
Red Feather Lakes Fire Protection District
Wellington Fire Protection District
Windsor-Severance Fire Protection District

WHEREAS, on or about November 14, 1990, multiple political subdivisions entered into an “Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service” (“the IGA”) to form a separate legal entity to serve as a governing body to provide emergency telephone service and to establish, collect, and disperse the emergency telephone charge in Larimer County, and they named the new entity Larimer Emergency Telephone Authority;

WHEREAS, the IGA was thereafter amended three times effective July 7, 1999, April 5, 2002, and July 21, 2009, the July 21, 2009 amendment being known as the “Third Amended IGA”;

WHEREAS, subject to an affirmative vote of three-quarters (3/4) of the 25 signatories to the Third Amended IGA, the Parties desire to update the IGA, as amended, to reflect changes in federal and state law, the signatories to the IGA, advancements in 911 call technology and infrastructure, and the intent and purposes as to Larimer Emergency Telephone Authority’s

operations;

WHEREAS, the Parties are authorized by Colorado statute (Title 29, Article 11, Part 1) to enter into a contract to establish a separate legal entity that serves as a governing body for the purpose of providing emergency telephone service and to establish and collect an emergency telephone charge in Larimer County;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, C.R.S. § 29-1-203 authorizes government, as defined in C.R.S. § 29-1-202, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units if:

1. such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and
2. any such contract shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties and may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

I. PREAMBLE

The Parties agree that the recitals set forth above are true and correct and those recitals are hereby incorporated into the body of this Agreement.

II. SUPERSEDING PRIOR AGREEMENTS

The Parties agree that this Agreement shall supersede the IGA dated November 14, 1990, the amendments thereto dated July 7, 1999, and April 5, 2002, and the Third Amended IGA.

III. DEFINITIONS

As used herein:

- A. The definitions for the following terms shall be the same as set forth in C.R.S. § 29-11-101, as may be amended: “emergency telephone charge,” “911 access connection,” “911 call,” “911 surcharge,” “emergency notification service” “emergency service provider,” “public

agency,” “public safety answering point” (“PSAP”), which is interchangeable with emergency communications center (“ECC”), “service supplier,” and “service user.”

B. “Agreement” means this Fourth Amended Intergovernmental Agreement for the Establishment of Larimer Emergency Telephone Authority;

C. “Board” means the Board of Directors described in Section V in which the powers of the Governing Body are vested.

D. “Bylaws” means the bylaws of the Governing Body as described in Section V(7).

E. “Emergency telephone service” means the receipt and processing of 911 calls by the PSAP for the purpose of providing responses from emergency service providers, and may include providing 911 call-related applications, services, programs, and systems.

F. “Governing Body” means Larimer Emergency Telephone Authority, per the definition set forth in C.R.S. § 29-11-101(16), as may be amended.

G. “Governing Body's jurisdiction” means within the geographic boundary of Larimer County, per the definition set forth in C.R.S. § 29-11-101(17), as may be amended. The Governing Body's jurisdiction differs from the Governing Body's emergency telephone service area.

H. “Governing Body's emergency telephone service area” means the collective boundaries of the emergency service providers that are used by the PSAPs for call routing and emergency response.

I. “Parties” means the signatories hereto, but, in the future, will not include any Party after the effective date of such Party's withdrawal in accordance with Section X, and will include any new signatory admitted to this Agreement by the Board in accordance with Section VI(2)(q).

J. “Proportional basis” as used in Section X(3) means a percentage determined by the following formula: the number of 911 access connections within each boundary of the Identified Political Subdivisions divided by the total number of 911 access connections in the Governing Body's jurisdiction. The Board shall determine the data to use for this calculation based on the Board's determination of the most reliable source(s) and representative timeframes. For the purpose of this definition only: (1) “Identified Political Subdivisions” means Larimer County and each city and town that is a Party, and (2) the boundary of Larimer County means within the unincorporated areas of the County. If, at the time of the calculation, Larimer County, a city, or a town is not a Party, then the Board shall establish the formula to allocate its percentage among the Identified Political Subdivisions who are Parties.

IV. ESTABLISHMENT OF
LARIMER EMERGENCY TELEPHONE AUTHORITY

The Parties establish the separate legal entity and Governing Body known as Larimer Emergency Telephone Authority. The Governing Body may have also been referred to in prior intergovernmental agreements as the Larimer County Emergency Telephone Authority, which is hereby corrected. The Governing Body is created as a nonprofit, public entity established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as may be amended. The Parties intend that the Governing Body be formed under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as may be amended, and meet the Act's definition of a "public entity." The Parties further intend that the Governing Body meet the definition of a "nonprofit organization" under C.R.S. § 13-21-115.5, as may be amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as may be amended.

The Governing Body is an independent legal entity, separate and distinct from the Parties. No debt, liability, or obligation of the Governing Body shall extend to or be an obligation of a Party, unless agreed to in writing.

The Governing Body is responsible for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service in the Governing Body's jurisdiction. The Parties will provide reasonable assistance and cooperation to the Governing Body as it carries out the functions, services, and facilities described in this Agreement for the Parties.

The Parties believe that governing bodies created pursuant to Part 1 of Title 29, Article 11, including the Governing Body, are not subject to the revenue and spending limitations imposed by Article X, Section 20 of the Colorado Constitution ("Amendment 1"), and, to the extent that Amendment 1 may be deemed to apply to governing bodies, the Governing Body created hereby shall operate as an enterprise within the meaning of Amendment 1 and shall thereby be exempt from all revenue and spending limitations imposed by said Amendment.

The Governing Body is formed in conformity with C.R.S. § 29-1-203.5. The provisions of C.R.S. § 29-1-203.5 apply to the Governing Body.

A Party whose boundaries include portions of Larimer County and another county may be signatories on another intergovernmental agreement related to emergency telephone service and emergency notification service in such other county.

V. THE BOARD OF DIRECTORS

1. **Board.** The business and affairs of the Governing Body shall be managed by a Board of Directors consisting of seven (7) directors, each serving without compensation. The Board shall have the power to perform all acts necessary, to fulfill the purposes for which the Governing Body was established, whether express or implied.

2. **Qualifications of Directors.** Each director shall be either (a) a resident of Larimer County, or (b) an elected official or full-time employee of a Party with an established scope of responsibility and delegated authority to make and implement policy-making or management-level decisions for the Party.

3. **Appointment to the Board.** Each director shall be appointed as follows:

a. The Larimer County Board of County Commissioners shall choose one (1) individual who meets the qualifications to serve as the director to represent Larimer County. The Larimer County Board of County Commissioners may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

b. The City of Fort Collins appoints the City Manager or the City Manager's designee as its one (1) individual who meets the qualifications to serve as the director to represent the City of Fort Collins. The City Council of the City of Fort Collins may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

c. The City Council of the City of Loveland shall choose one (1) individual who meets the qualifications to serve as the director to represent the City of Loveland. The City Council of the City of Loveland may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

d. The Town of Estes Park appoints the Town Administrator or the Town Administrator's designee as its one (1) individual who meets the qualifications to serve as the director to represent the Town of Estes Park. The Board of Trustees of the Town of Estes Park may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

e. The Board as then-comprised at the time of the appointment shall solicit nominees, nominate individually or as a slate, and appoint three (3) additional qualified directors as follows:

1. A director to represent the Parties that are fire districts and fire authorities;
2. A director to represent the Parties that are hospital and health services districts;
and
3. A director to represent the Parties that are Colorado State University and towns not otherwise represented on the Board, with preference given to a Party with a PSAP.

4. **Term and Removal.** Directors shall serve a term of two (2) calendar years. There is no prohibition on consecutive terms or on the number of terms. A director may be removed if

permitted by and pursuant to the procedures set forth in the Bylaws.

5. **Voting and Quorum.** Each director shall have one (1) vote. No proxy voting shall be permitted. Directors may participate in a meeting remotely by means of telecommunication that permits the director to hear and be heard by all individuals in attendance (audio and/or video) and shall be deemed present for a quorum and entitled to vote at the meeting. A quorum of the Board shall consist of four (4) directors, except that, should there be four (4) or more vacancies at any time, then during that time, a quorum shall consist of three (3) directors. No official action may be taken by the Board on any matter unless a quorum is present. The affirmative vote of a majority of the Board shall be required for the Board to take action.

6. **Vacancy.** Any vacancy occurring as a result of a director's resignation, removal, death, disqualification, or any other reason shall be filled for the balance of that director's unfinished term in accordance with the applicable provision of the appointment process set forth in Section V(3).

7. **Bylaws.** The Board has promulgated Bylaws detailing all governance matters it deems necessary, including but not limited to: the scheduling and conduct of Board meetings, voting, and director removal; establishment and responsibilities of officer positions, their terms, and the filling of any vacancies; the establishment and responsibilities of committees; and Governing Body operating and fiscal procedures. Such Bylaws may be amended by the Board in accordance with the procedures set forth therein. In the event of a conflict, direct or indirect, between a provision the Bylaws and this Agreement, this Agreement shall control.

VI. POWERS OF THE GOVERNING BODY

1. **Plenary Powers.** The Governing Body may carry out all purposes of this Agreement and may exercise all powers related thereto, including all incidental, implied, expressed, or such other powers as necessary, except as expressly limited in this Agreement. The Governing Body shall not have the power to levy taxes or the power of eminent domain.

2. **Enumerated Powers.** Without in any way limiting the plenary powers set forth in subsection (1) above, the Governing Body is specifically authorized to undertake all actions for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction that the Governing Body believes are necessary and appropriate and consistent with applicable law, including but not limited to:

a. imposing, collecting, and auditing all charges and surcharges in the Governing Body's jurisdiction as set forth in Part 1 of Title 29, Article 11, as may be amended, and expending such funds as authorized by statute and this Agreement.

b. owning, operating, maintaining, leasing (as Lessor or Lessee), selling, or otherwise disposing of any legal or equitable interest in real and personal property.

- c. adopting budgets, maintaining bank accounts, and investing funds.
- d. carrying over funds which have not been used in a given fiscal year to the following fiscal year.
- e. negotiating, entering into, amending (if necessary), and performing contracts.
- f. adopting, reviewing, and amending the Bylaws and passing resolutions not in conflict with this Agreement.
- g. adopting, reviewing on an annual basis, and amending (if necessary) the Governing Body's intergovernmental agreements other than this Agreement, as well as policies, protocols, procedures, or rules and regulations (collectively, "Policies") related to the provision of emergency telephone service and emergency notification service within the Governing Body's jurisdiction on subjects including but not limited to:

- Human Resources
- cost sharing
- street naming
- pictometry
- geographic information systems (GIS)
- Master Street Address Guide (MSAG)
- 911 Call Flow/Routing
- use of the backup PSAP
- 911 network
- fiber optic cable (leasing and owning)
- customer-premises equipment (CPE) and other equipment
- computer aided dispatch (CAD) system
- Combined Regional Information Systems Project (CRISP)
- insurance for PSAP equipment owned by the Governing Body and located at a facility owned by a Party
- emergency alert systems (selection and use)
- complex emergency events
- records retention and compliance with applicable law
- training, accreditation, and certification
- Emergency Medical Dispatch (EMD)
- call boxes
- finances and investments

In the event of a conflict, direct or indirect, between a provision the Policies and this Agreement, this Agreement shall control.

- h. determining who is authorized to send emergency alerts and the circumstances

under which they may be sent.

i. adopting a policy regarding street naming after collaboration with the Parties in whose jurisdiction the street is located.

j. adopting systems (software, hardware, and protocols) for Emergency Medical Dispatch (EMD).

k. conducting joint, partnership, cooperative, or other operations with other individuals and entities.

l. employing agents, accountants, attorneys, engineers, consultants, and other advisors.

m. incurring and paying debts, liabilities, or obligations, including borrowing and executing documents incidental thereto.

n. issuing bonds, notes, or other obligations payable from the revenues derived or to be derived from the revenue of the Governing Body as permitted by applicable law.

o. suing and being sued in its own name.

p. receiving contributions, gifts, bequests, grants, cash, equipment, or services from the Parties or any other public or private individual or entity.

q. after a formal Resolution of the Board, admitting a new signatory to this Agreement who becomes a Party without formal amendment of this Agreement, so long as each new signatory qualifies under C.R.S. §§ 29-1-202 and 203, has the approval of its legislative body or other authority having the power to so approve, and signs a document memorializing its admission.

r. participating in committees, groups, and organizations at the federal, state, and local level whose work relates to emergency telephone service and emergency notification service, including laws, regulations, and rules related thereto.

s. any other act which the Governing Body believes is reasonably necessary for the exercise of its powers and the performance of its obligations under this Agreement.

VII. BOOKS AND RECORDS

The Governing Body shall keep accurate and correct books of account on a modified accrual basis, showing in detail the capital costs, costs of services, installation, maintenance and operating costs, and the financial transactions of the Governing Body. The Governing Body's books of account shall also correctly show any and all revenues, fund balances, costs, or charges,

as well as all funds received by and all funds expended by the Governing Body. The Governing Body's books and records shall be open to inspection during normal business hours upon reasonable notice by a Party, its attorneys, accountants, or agents. The books and records of the Governing Body shall also be made available to the public in accordance with the provisions of Colorado's Open Records Act, as may be amended.

The Governing Body shall cause an annual audit to be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The Governing Body shall comply with the Colorado Local Government Audit Law, C.R.S. § 29-1-601 through 608, as may be amended. The Governing Body shall comply with all other applicable federal and state financial reporting requirements.

The Governing Body shall maintain an asset inventory list for any and all real and personal property acquired by the Governing Body in whole or in part.

VIII. REPORTS TO PARTIES

On an annual basis, the Governing Body shall submit a comprehensive annual report to the Parties summarizing the activities of the Governing Body during the preceding year and make available information concerning the finances of the Governing Body.

IX. DURATION OF AGREEMENT

The Agreement and the Governing Body shall have perpetual existence as permitted by C.R.S. § 29-1-203(1), as may be amended, unless sooner terminated in accordance with this Agreement.

X. WITHDRAWAL, TERMINATION, AND DISSOLUTION

1. **Withdrawal.** Any Party may withdraw from this Agreement by providing notice to each other Party and to the Governing Body. The withdrawal shall not be effective until at least one calendar year after the last notice is delivered.
2. **Termination by Mutual Agreement of the Parties.** Upon a three quarters (3/4) majority vote of all then-Parties, this Agreement shall be terminated and the Governing Body dissolved so long as, at the time of the vote, at least three quarters (3/4) of the Parties have also agreed in writing as to one or more entities who will succeed the Governing Body and undertake all actions for the continued installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction. The effective date of termination shall be December 31st in the calendar year ending no less than six months after the three quarters (3/4) majority vote for termination.

3. **Dissolution of Governing Body.** Upon the termination of this Agreement pursuant to subsection (2) above, the Board and the Parties shall take such actions necessary to finalize and conclude the Governing Body's operations, effect the orderly dissolution of the Governing Body, and transition emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body, at the discretion of the Board. All assets of the Governing Body shall be distributed on a proportional basis either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. The Board shall be responsible for inventorying the assets of the Governing Body, distributing or liquidating any assets as appropriate, concluding the affairs of the Governing Body, and transitioning emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body. Subject to the exercise of the Board's discretion, a Party which has previously made a contribution toward the purchase of a jointly owned asset may receive full ownership of the asset upon termination; however, the Party must account to the Governing Body for the amount that the Governing Body contributed toward purchase of the asset upon distribution of the other assets of the Governing Body. The Parties' rights related to distribution of assets shall survive termination of this Agreement.

XI. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS,
AND EMPLOYEES OF THE GOVERNING BODY

The Governing Body and its directors, officers, and employees shall be immune from suit and civil liability as provided by applicable law because the Governing Body is a nonprofit, public entity and political subdivision of the State of Colorado established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as amended; the Governing Body is a public entity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as amended; and the Governing Body is a "nonprofit organization" under C.R.S. § 13-21-115.5, as amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as amended.

In addition, the Governing Body shall purchase insurance for the Governing Body and its Board, officers and employees which insurance will provide reasonable coverage against any claims, suit or proceeding arising out of or relating to any act or omission under this Agreement.

XII. AMENDMENTS

This Agreement may be amended upon the affirmative vote of three-quarters (3/4) of the then-Parties to this Agreement.

XIII. NOTICE

Notice to a Party is given by delivering a writing to its current address as listed by the Department of Local Affairs. The Notice shall be addressed as follows: (a) to the Board in the case of Larimer County, (b) to the Board and its Chief Executive Officer in the case of a special district, a fire authority, or the Governing Body, (c) to the City Council in the case of cities, and (d) to the Town Board, Town Council, or Board of Trustees in the case of Towns. A courtesy copy shall also be delivered to the attorneys for Larimer County, cities, and towns. Failure to deliver courtesy copies to the attorneys shall not invalidate a notice otherwise properly delivered as provided in this Agreement. Notice to a director is given by delivering a writing addressed to the director to the Governing Body's current address. Notice shall be effective upon receipt if hand-delivered or three (3) days after mailing if sent by first-class or certified U.S. mail.

XIV. 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 by a Court of competent jurisdiction. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

XV. SUCCESSORS AND THIRD PARTIES

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. This Agreement is not intended to, and does not, inure to the benefit of non-Parties to this Agreement.

XVI. ASSIGNMENT AND DELEGATION

No Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written approval of three-quarters (3/4) of the other then-Parties to this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed by original, scanned, or digital counterpart signatures and shall have the same force and effect as if all signatures appeared on the same original.

IN WITNESS WHEREOF, the Parties have caused their representatives to affix their respective signatures hereto.

<p>COUNTY OF LARIMER STATE OF COLORADO</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>ALLENSPARK FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>CITY OF FORT COLLINS, COLORADO</p> <p>By: _____ Jeni Arndt, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Cyril Vidergar</p> <p>Date: _____</p>	<p>BERTHOUD FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>CITY OF LOVELAND, COLORADO</p> <p>By: _____ Stephen C. Adams, City Manager</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Laurie Stirman</p> <p>Date: _____</p>	<p>CRYSTAL LAKES FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>TOWN OF BERTHOUD, COLORADO</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>ESTES VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF ESTES PARK, COLORADO</p> <p>By: _____ Wendy Koenig, Mayor</p> <p>ATTEST: _____ Jackie Williamson, Town Clerk</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Dan Kramer</p> <p>Date: _____</p>	<p>FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF JOHNSTOWN, COLORADO</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>GLACIER VIEW FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>TOWN OF TIMNATH, COLORADO</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>LIVERMORE FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF WELLINGTON, COLORADO</p> <p>By: _____ Troy Hamman, Mayor</p> <p>ATTEST: _____ Krystal Eucker, Town Clerk</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Dan Sapienza</p> <p>Date: _____</p>	<p>LOVELAND RURAL FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF WINDSOR, COLORADO</p> <p>By: _____ Paul Rennemeyer, Mayor</p> <p>ATTEST: _____ Karen Frawley, Town Clerk</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Ian McCargar</p> <p>Date: _____</p>	<p>LYONS FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>HEALTH DISTRICT OF NORTHERN LARIMER COUNTY</p> <p>By: _____ Michael D. Liggett, Board President</p> <p>ATTEST: _____ Anita Benavidez, Asst. to E.D.</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>PINEWOOD SPRINGS FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>PARK HOSPITAL DISTRICT</p> <p>By: _____ Gary Hall, CIO/COO, Estes Park Health</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>POUDRE CANYON FIRE PROTECTION DISTRICT</p> <p>By: _____ Gene Mericle, President</p> <p>ATTEST: _____ Paula Collins, Secretary</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>THOMPSON VALLEY HEALTH SERVICES DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>POUDRE VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____ Derek Bergsten, Chief</p> <p>ATTEST: _____ Sean Jones, Battalion Chief</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>COLORADO STATE UNIVERSITY</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>RED FEATHER LAKES FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>LOVELAND FIRE RESCUE AUTHORITY</p> <p>By: _____ Jeff Swanty, Board Chair</p> <p>ATTEST: _____ Kristen Cummings</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Emily Powell</p> <p>Date: _____</p>	<p>WELLINGTON FIRE PROTECTION DISTRICT</p> <p>By: _____ Gary Green, Chief</p> <p>ATTEST: _____ Ashley Macdonald, Deputy District Manager</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>POUDRE FIRE AUTHORITY</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Emily Powell</p> <p>Date: _____</p>	<p>WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>