INTERGOVERNMENTAL AGREEMENT FOR AID IN HAZARDOUS SUBSTANCE INCIDENTS

This Intergovernmental Agreement for Aid in Hazardous Substance Incidents (referred to hereafter as the "IGA") is made and entered on this 1st day of January, 2024 by and between the: BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (County), OFFICE OF THE SHERIFF, SUMMIT COUNTY, COLORADO (Sheriff) SUMMIT FIRE AUTHORITY (SFA), TOWN OF BLUE RIVER, COLORADO (Blue River), TOWN OF BRECKENRIDGE, COLORADO (Breckenridge), TOWN OF DILLON, COLORADO (Dillon), TOWN OF FRISCO, COLORADO (Frisco), and TOWN OF SILVERTHORNE, COLORADO (Silverthorne). SUMMIT COUNTY 911 CENTER GOVERNANCE BOARD

For the purposes of this Agreement, Blue River, Breckenridge, Dillon, Frisco and Silverthorne shall be referred to together as the "Towns," the Towns and the County shall be referred to together as the "Contributing Parties," and the Contributing Parties, Sheriff and SFA shall be referred to collectively as the "Parties."

WITNESSETH

WHEREAS, the Parties are authorized to enter into intergovernmental agreements pursuant to C.R.S. § 29-1-203; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3)(b), the Board of County Commissioners of Summit County may designate the Summit Fire Authority as the designated emergency response authority (DERA) for hazardous substance incidents occurring within the unincorporated areas of Summit County, Colorado; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3) (a), the Towns may designate the Summit Fire Authority as the DERA for hazardous substance incidents occurring within their respective incorporated jurisdictions; and

WHEREAS, the SFA has established the Summit County Hazardous Materials Team (SCHMT) to perform certain functions relating to the handling and control of hazardous substances; and

WHEREAS, pursuant to C.R.S. § 29-22-102 (1), a DERA may provide and maintain the capability for hazardous substance incident response directly or through mutual aid or other agreements; and

WHEREAS, the Parties have previously on January 1, 2019 entered into an Agreement for Aid in Hazardous Substance Incidents, which agreement has expired by its own terms; and

WHEREAS, the Parties' desire to enter into this IGA for the purposes of stating their mutual and respective rights and obligations regarding the designation of DERA to the SFA and SCHMT's provision of hazardous substance incident related functions; and

WHEREAS, the interests of the public are best served by the Parties entering into such an agreement for the purpose of providing hazardous substance incident related functions in their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual benefits that will inure to the public and the Parties, and the mutual covenants, agreements and promises set forth hereinafter, the Parties hereto agree as follows:

I. Purpose

The purpose of this IGA is to state the Parties' mutual and respective rights and obligations regarding the provision of hazardous substance incident response and administrative functions in Summit County, Colorado in accordance with all applicable laws, regulations and standards.

II. Summary

- A. This section is intended to provide a brief general overview of the IGA; provided, however, that the specific provisions of this IGA shall control in all circumstances.
- B. The SFA shall be the DERA for the Contributing Parties. SFA, through its SCHMT, shall provide certain hazardous substance response services for the DERA. The Contributing Parties shall each pay SFA an annual fee for providing hazardous substance response services in their respective jurisdictions. Costs related to hazardous substance incidents that are not recovered from the person or entity responsible for such incident shall be the responsibility of the Party in whose jurisdiction the incident occurred.

III. Definitions

Unless otherwise specifically defined herein, all defined terms contained in this IGA shall have the meaning set forth for them in Section 29-22-101, et seq., C.R.S.; Section 1507-10 of the Code of Colorado Regulations, 8 CCR 1507-10; Section 1507 – 22 of the Code of Colorado Regulations, 8 CCR 1507-22 as amended. Other special terms not defined in this paragraph shall be the same as those established by applicable State and Federal statutes and rules and regulations regarding hazardous substances.

A. "Hazardous Substance Scene" means the specific and limited area immediately contiguous with or adjacent to vehicles, facilities, or containers containing any hazardous substance where the potential exists that such hazardous substance may be spilled, discharged, or released, or the area immediately surrounding any spilled, discharged, or released hazardous substance and any additional area needed as determined by the person(s) operating as the Incident Commander. The scene shall also include those areas

and facilities contaminated as a direct result of the incident although such areas and facilities may not be contiguous or adjacent to the initial spill location.

- B. "Emergency Response to a Hazardous Substance Incident" means taking the initial emergency actions necessary to minimize the effects of a hazardous substance incident.
- C. "Summit County Hazardous Materials Team" ("SCHMT") means a specially equipped and trained team of personnel organized by the SFA to provide the capable response to incidents involving a hazardous substance. All team members must meet the minimum standards of 29 C.F.R. 1910.120(q)(6)(ii) "First Responder Operations Level" or 29 C.F.R. 1910.120(q)(6)(iii) "Hazardous Materials Technician".
- D. Any Party participating in this IGA may provide membership to the SCHMT.
- E. "Incident Command System" ("ICS") means the system adopted by the various fire protection agencies operating within the boundaries of Summit County.
- F. "Incident Commander" means the person serving to control and coordinate all response actions associated with the incident. Hazardous Substance Incident Commanders must meet the requirements of 29 C.F.R. 1910.120(q)(6)(v) "On Scene Incident Commander."
- G. "Jurisdiction" for the County means the unincorporated areas of Summit County, except for any federal, state or county highway located outside of municipal limits, and for each Town the term "Jurisdiction" means their respective incorporated areas.
- H. "SCHMT Operations" means the portion of the response serving to perform the actual tasks in stabilizing and/or controlling a hazardous substance incident.
- I. "SCHMT Operations Section Chief, Division Supervisor, and/or Hazardous Materials Branch Director" mean the person reporting to the Incident Commander to supervise the SCHMT operations.

IV. Effective Date and Term

The intent of this contract is a five (5) year agreement that contains an annual review by December 31^{st} of every year, with the option to withdraw at that time. If a party fails to terminate their participation for the following year, in accordance with section IX of this agreement, the agreement will automatically be renewed for the following year.

The effective date of this IGA is January 1, 2024, and shall expire in total on December 31, 2029. Upon acceptance of this agreement on January 1, 2024, the terms shall automatically renew for, up to, four (4) additional one-year terms extending to December 31, 2029 unless it is terminated by a Party in accordance with Section IX., Termination, below.

V. Rights and Duties of the Parties

A. County's Rights and Duties

- 1. The County hereby states and affirms that its governing body has officially designated the SFA as the DERA for unincorporated Summit County, Colorado.
- 2. The County agrees to pay SFA for its performance of services hereunder in accordance with the terms and conditions of Section V.E., Financial Obligations of Contributing Parties.
- 3. The County acknowledges and agrees that it is responsible for costs related to hazardous substance incidents occurring within its jurisdiction that are not recovered from the person or entity responsible for such incident. See a special provision for any situation where the County is the generator and responsible party for the hazardous substance incident in section F.4a.
- 4. The County, through its Summit County 911 Center (SC911) shall dispatch the appropriate resources to respond to hazardous substance incidents occurring within the jurisdictions of the Contributing Parties. Requests for aid though SC911 shall, to the extent such information has been made available to the dispatcher, include information regarding:
 - a. Incident location;
 - b. Type and quantity of the hazardous substance involved;
 - c. Any facilities, areas, and/or properties that may be impacted by the hazardous substance;
 - d. Geography and weather conditions at the location of the incident.

B. Towns' Rights and Duties

- 1. The Towns each hereby state and affirm that their respective governing bodies have officially designated the SFA as the DERA for their respective jurisdictions.
- 2. The Towns each agree to pay SFA for its performance of services hereunder in accordance with the terms and conditions of Section V.E., Financial Obligations of Contributing Parties.
- 3. The Towns each acknowledge and agree that they are responsible for costs related to hazardous substance incidents occurring within its respective jurisdiction that are not recovered from the person or entity responsible for such incident. See a special provision for any situation where the Town is the generator and responsible party for the hazardous substance incident in section F.4a.

C. SFA's Rights and Duties as DERA

- 1. The SFA hereby affirms that it accepts its appointment as DERA by and for the County and Towns.
- 2. The SFA shall be responsible for the provision of all DERA-related functions for the Contributing Parties. The SFA, as DERA, shall provide the DERA related functions required of it hereunder in accordance with all applicable federal, state, and local laws, regulations and professional standards, which functions include administration of hazardous substance incident related clean-up activities and making reasonable efforts to collect hazardous substance incident related clean-up costs from the person or entity responsible for such incident.

3. The DERA shall maintain all responsibility to ensure that proper cleanup activities have been engaged.

D. SFA's Rights and Duties as SCHMT Operator

- 1. The SFA, through its SCHMT, hereby agrees to provide the following SCHMT Services for the DERA:
 - a. SFA shall provide timely emergency response services for hazardous substance incidents occurring within the jurisdictions of the Contributing Parties.
 - b. In the event of hazardous substance incidents that are beyond the capabilities of SFA, SFA shall be responsible for timely requesting and coordinating incident response by agencies or entities that can provide the necessary hazardous substance incident response services. SFA's responsibility hereunder includes the responsibility of SFA to have in place all necessary agreements or information for identifying, contacting, and coordinating timely response by back-up hazardous substance response agencies or entities.
 - c. SFA shall provide the services required of it hereunder in accordance with all applicable federal, state, and local laws, regulations, and professional standards.
 - d. Except as specifically provided for herein, SCHMT shall have no DERA related responsibilities for the County or Towns. The SCHMT shall not be utilized to clean up the incident scene after their control and stabilization actions have been accomplished.
 - e. SFA will submit invoices to each of the Contributing Parties for their respective annual financial obligations hereunder.
 - f. SFA certifies that, at the time of entering this IGA, it, on behalf of the SCHMT, has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the services covered by this IGA. SFA warrants that it will maintain all necessary licenses, certificates, approvals, insurance, permits, etc. required to properly perform this IGA. Additionally, all employees of SFA performing services under this IGA shall hold the required licenses or certification, if any, to perform their responsibilities hereunder. Any revocation, withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for SFA to properly perform this Agreement, shall be grounds for termination of this Agreement by the Contributing Parties for default. SFA shall notify the Contributing Parties immediately upon receipt of notice from applicable licensing or regulatory authority of any action brought by such authority affecting any license, certification or approvals required hereunder.
 - g. SFA shall, concurrent with entering this IGA, provide the Contributing Parties with a 5 Year Capital Expenditures Plan for the SCHMT, which plan shall detail anticipated capital purchases and/or anticipated replacement of capital equipment. Provision of the 5 Year Capital Expenditures Plan by SFA, and/or annual updates thereto, shall not obligate the Contributing Parties for such anticipated capital costs.

E. Financial Obligations of Contributing Parties

- 1. 2024 Agreed upon contribution amounts:
 - a. The County shall pay SFA \$26,534.00 for its provision of SCHMT Services hereunder.
 - b. Town of Blue River shall pay SFA \$2,407.00 for its provision of SCHMT Services hereunder.
 - c. Town of Breckenridge shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - d. Town of Dillon shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - e. Town of Frisco shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - f. Town of Silverthorne shall pay SFA \$13,267.00 for its provision of SCHMT Services hereunder.
 - g. The total financial obligation of the Contributing Parties for the initial term of this IGA is \$82,009.00.
- 2. Each of the Parties' respective financial obligations hereunder may increase by an amount not to exceed five percent (5%) annually for each renewal term. This figure is not a defined annual increase and may be less. Any increases in financial obligations for a yearly renewal term will be detailed during the annual meeting provided for herein below in Section VI.
- 3. The Parties' payment of their respective financial obligations hereunder for each oneyear renewal term of this IGA shall be due and payable to SFA within thirty (30) days of the annual meeting described herein below in Section VI. Failure of a Party to remit its respective financial obligation amount as provided herein shall cause the IGA to terminate on December 31st of the then current calendar year.
- 4. Except as specifically agreed to herein for renewal terms, the Parties' mutual and respective financial obligations hereunder shall not increase without the written consent of each of the Parties.

F. Renewal Terms

1. An annual review and revision of the Parties' respective financial obligation hereunder will occur every year at the annual meeting provided for herein below in Section VI. The Contributing Parties' respective financial obligations for each renewal term shall be described in writing, which document shall be formally approved by authorized representatives of the Contributing Parties. Failure of any of the Parties to agree to revised financial obligations for the next following renewal term of this IGA shall cause the IGA to terminate on December 31st of the then current calendar year.

G. Cost Reimbursement

1. The SFA, acting as DERA, shall make all legally required and reasonable efforts to recover and reimburse the reasonable, necessary, and documented costs incurred by any Party, or other qualified entity, resulting from actions taken to remove, contain, or otherwise mitigate the effects of a hazardous substance incident from the person or

persons who have care, custody, and control of the hazardous substance involved at the time of the incident. The SFA, as DERA, and the SCHMT may adopt procedures for preparing and submitting requests for cost reimbursements and allocation of reimbursement revenues. SCHMT claims for reimbursement shall be submitted to the DERA within 30 days following the date the incident scene is declared safe by the DERA.

- 2. If the DERA is unable to initiate a satisfactory recovery of claims made on behalf of the SCHMT within 45 days of the incident, the SCHMT reserves the right to request written approval from the DERA to pursue such collections on its own behalf. DERA approval of the SCHMT's pursuit of collections hereunder shall not be unreasonably withheld.
- 3. Should hazardous substance incident reimbursement proceeds be less than the total reimbursable hazardous substance incident related costs, reimbursement shall be made in a proportionate manner to the involved entities.
- 4. Unrecovered reimbursable hazardous material incident related costs shall be paid by the jurisdictional entity, Town or County, in which the hazardous substance incident occurred, however, absent the situation in '4a' described below, the Town or County shall not be responsible for paying unrecovered reimbursable costs incurred by the SFA or the SCHMT.

a. In the situation where the Town or the County are the generator and responsible party for the hazardous substance incident then the Town or the County will be responsible for paying reimbursable hazardous substance incident costs for only expendable supplies and equipment incurred by the SFA or its SCHMT once the dollar cost for replacement for these items exceeds \$5000.00.

b. All reimbursement of costs coordinated by the DERA or SCHMT shall follow the rules for reimbursement as promulgated by the Colorado Department of Public Safety pursuant to Section 29-22-104 (6)(a), C.R.S.

5. The Parties hereto further agree to pursue all additional reimbursement as may be made available pursuant to C.R.S. 29-22-105 and shall agree to any subrogation requirements mandated as a condition of such reimbursement, if appropriate.

VI. Meetings and Reporting

- A. Representatives of the SFA shall meet at least annually with the County and Towns to report on and discuss DERA and SCHMT status, activities and related matters including renewal of the IGA. The annual meeting shall be an agenda item for the regularly scheduled meeting of the managers for the County and Towns, which shall also be attended by the Sheriff or his designee.
- B. Prior to the date of the annual meeting, the SFA will provide the Contributing Parties with:
 - 1. A budget report, which includes:
 - a. SCHMT revenues and expenses for the past fiscal (January to December) year;
 - b. SCHMT account balances;
 - c. Recommendations for funding by the Contributing Parties for the next following renewal term, and;

- d. An updated 5 Year Capital Expenditures Plan for the SCHMT is due annually with budget report.
- 2. An activity report for the SCHMT, which describes IGA related activities of the SCHMT during the previous twelve months. Information provided in the activity report shall include:
 - a. Operations Response descriptions;
 - b. Technician Response descriptions;
 - c. Descriptions of all instances of deviations from required staffing patterns, and;
 - d. Special circumstances reports.
- C. Prior to the date of the annual meeting, the SFA will provide the other Parties with an activity report for the DERA, which report shall describe DERA hazardous substance incident related administration and collection activities for the past year.
- D. Representatives of the Parties shall meet with each other on an as needed basis to address issues related to the subject matter of this IGA.

VII. Indemnification of Contributing Parties

SFA for itself and on behalf of the SCHMT agrees to defend, indemnify and hold harmless all Contributing Parties as well as their employees and agents, from and against any cost, and liabilities of any kind incurred as a result of any act or omissions by the SFA, the SCHMT, or it employees, agents, subcontractors, or assignees arising out of SFA's provision of Services hereunder.

VIII. Insurance Requirements.

SFA shall obtain and maintain for the SCHMT at all times during the term of this IGA, insurance in the following kinds and amounts:

- A. Standard Worker's Compensation as required by the State statue, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
- B. Employer's Liability is required for minimum limits of: \$1,000,000 Each Accident, \$500,000 Disease Policy, and \$1,000,000 Disease Each Employee.
- C. Commercial General Liability: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, and \$2,000,000 Products Completed Operations Aggregate.
- B. General Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage:
 - 1. Combined single limit of \$1,000,000 if written on an occurrence basis.
 - 2. Any aggregate limit will not be less than \$1.2 million.
 - 3. Combined single limit of \$1,000,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the contract.
 - 4. If any aggregate limits are reduced below \$1,200,000 because of claims made or paid during the required policy period, the SFA shall immediately obtain additional

insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

- 5. The insurance shall include provisions preventing cancellation without 30 days prior notice to the Contributing Parties by certified mail.
- 6. SFA shall provide certificates showing adequate insurance coverage to the Contributing Parties within 7 working days of IGA execution, unless otherwise provided.

IX. Termination

- A. This IGA may be terminated by any Party without cause by providing written notice of intent to terminate its participation in the IGA to each of the other Parties and the SFA not less than ninety (90) days prior to the proposed termination date.
- B. If any Party submits a written notice of intent to terminate its participation in the IGA, the IGA shall remain in effect for all Parties, including the terminating Party, until the last day of the then current one-year IGA term.
- C. In no event shall the remaining Parties be responsible for any part of the financial obligation of a Party that terminates its participation in the IGA.

X. Notice

All notices required to be given by the parties hereunder shall be hand delivered or given by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

Town Manager	Town Manager	
Town of Blue River	Town of Breckenridge	
P.O. Box 1784	P.O. Box 168	
Breckenridge, CO 80424	Breckenridge, CO 80424	
Town Manager	Town Manager	
Town of Dillon	Town of Frisco	
P.O. Box 8	P.O. Box 4100	
Dillon, CO 80435	Frisco, CO 80443	
Town Manager	County Manager	
Town Manager Town of Silverthorne	County Manager Summit County Government	
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Town of Silverthorne	Summit County Government	
Town of Silverthorne P.O. Box 1309	Summit County Government P.O. Box 68 Breckenridge, CO 80424	
Town of Silverthorne P.O. Box 1309 Silverthorne, CO 80498	Summit County Government P.O. Box 68	
Town of Silverthorne P.O. Box 1309 Silverthorne, CO 80498 Sheriff	Summit County Government P.O. Box 68 Breckenridge, CO 80424 Chairperson	
Town of Silverthorne P.O. Box 1309 Silverthorne, CO 80498 Sheriff Summit County Sheriff's Office	Summit County Government P.O. Box 68 Breckenridge, CO 80424 Chairperson Summit Fire Authority	

Chairperson Summit County 911 Center Governance Board PO Box 4188 Frisco, CO 80443

XI. General Terms and Provisions

- A. Independent Contractor. SFA is an Independent Contractor, not an employee of the Contributing Parties and is not in their respective personnel systems. SFA is engaged in an independent trade, occupation, profession, or business and is qualified to perform the services pursuant to the IGA. SFA is free to provide services to others and is not required to work exclusively for Contributing Parties. The Parties agreed upon the terms of this contract. Payment is set at the contract rate for the work and is not set as a salary or hourly-employment rate. Payments shall be made by checks payable to the trade or business name of the SFA and not to any individual. SFA is responsible for providing its own tools and benefits at its own cost. SFA is not entitled to worker's compensation benefits or unemployment insurance benefits unless paid for by SFA and SFA is obligated to pay federal (including social security) and state income tax on any monies earned pursuant to this contract relationship. SFA is responsible for complying with all employment laws and insurance laws relating to its own employees, SFA is and shall remain a separate and distinct entity from the Sheriff and Contributing Parties: the business operations of the Contributing Parties shall in no way combine with the business operations of the SFA.
- B. <u>Governmental Immunity</u>. Nothing in this IGA shall be construed against any party hereto as a waiver of the limitations on damages, or as a waiver of the privileges, immunities, or defenses provided to, or enjoyed by, any of the Parties under common law or pursuant to statue including, but not limited to, the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. and Sections 24-32-2604, et seq., C.R.S.
- C. <u>Worker Compensations and Pension Benefits</u>. Pursuant to Sections 29-5-109 and 29-5-110, C.R.S., and this IGA, if any personnel of a responding SCHMT member is injured, disabled, or dies as a result of performing services within the boundaries of another jurisdiction, said individual shall remain covered by, and eligible for, workers' compensation and pension benefits, including disability, death, and survivor benefits, to which the individual would otherwise be entitled if the injury, disability, or death had occurred within the jurisdictional boundaries of the responding SCHMT member.
- D. <u>Prior Agreements</u>. The terms of this IGA shall supersede the terms of any pre-existing agreements between SCHMT members regarding responses to hazardous substance incidents and actions or responsibilities except for incidents that do not require the assistance of the SCHMT. This IGA shall not affect or supersede any other agreements, including mutual aid agreements between SCHMT members except as such agreements relate to responses to hazardous substance incidents and actions or responsibilities under the federal Emergency Planning and Community Right-to-Know Act (EPCRA).
- E. <u>Amendment</u>. This IGA may be amended from time to time by written IGA duly authorized by all the parties to this IGA. No modification or waiver of this IGA or any covenant, condition or provision contained herein shall be valid unless in writing and duly executed by all parties.
- F. <u>Authorization</u>. The signatories to this IGA affirm and warrant that they are fully authorized to enter and execute this IGA, and all necessary actions, notices, meetings

and/or hearings pursuant to any law required to authorize their execution of this IGA have been made. The Parties hereto have mutually represented that they possess the legal ability to enter this IGA. If a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this IGA, this IGA shall be considered null and void as of the date of such court determination.

- G. <u>Whole IGA</u>. This IGA embodies the whole agreement between the Parties regarding responses to hazardous substance incidents and actions or responsibilities under EPCRA, except for incidents that do not require the assistance of the SCHMT, and there are no inducements, promises, terms, conditions, or other obligations made or entered into by the Parties other than those contained herein.
- H. <u>Successors and Assigns</u>. This IGA shall be binding upon the Parties hereto, their respective successors or assigns. Neither Party may assign, delegate, sublease, pledge, or otherwise transfer any rights, benefits, or obligations under this IGA to any party without the prior written consent of the non-assigning party.
- I. <u>Appropriation of Funds/ Multi-Year Contracts</u>. Payment pursuant to this IGA, whether in whole or in part, is subject to and contingent upon the continuing availability of each of the Party's funds for purposes hereof. If said funds, or any part thereof, become unavailable as determined by a Party, the Party may immediately terminate this IGA in accordance with the termination requirements provided in Section IX above. The obligations of the Parties hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
- J. <u>Severability</u>. All agreements, covenants and terms contained herein are severable, and if any such agreement, covenant, or term is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid IGA, covenant, or term were not contained herein.
- K. <u>Applicable Law</u>. At all times during the performance of this IGA, the Parties herein shall strictly adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. All work and services performed under this IGA shall comply with federal, state, and local laws, rules and regulations. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.
- L. <u>No Benefit to Inure to Third Parties</u>. This IGA does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or bring any lawsuit, action, or other proceedings against either Party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
- M. <u>Counterparts</u>. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed and entered into on the day and year first written above.

SUMMIT FIRE A	AUTHORITY	SUMMIT COUNTY	
Chairperson	Date	County Manager	Date
Champerson	Duto	County Munuger	Duie
SUMMIT COUN	TY SHERIFF'S OFFICE	TOWN OF SILVERTHORNE	
Sheriff	Date	Town Manager	Date
TOWN OF BREG	CKENRIDGE	TOWN OF BLUE RI	VER
Town Manger	Date	Town Manager	Date
TOWN OF DILLON		TOWN OF FRISCO	
Town Manager	Date	Town Manager	Date
SUMMITCOUN	ГҮ 911 CENTER GOVERN	ANCE BOARD	

Chairperson

Date