

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

This ~~Fifth~~fourth Amended Intergovernmental Agreement (“Agreement”) is entered into effective ~~November~~November 1, 202~~3~~1, 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.”

Counties (2~~1~~)/Cities (2)/Towns (6)

County of Larimer

~~County of Jackson~~

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 (“LETA”);

WHEREAS, the IGA was thereafter amended ~~three~~four times effective July 7, 1999, April 5, 2002, ~~and~~ July 21, 2009, and November 1, 2021, with the November 1, 2021 July 21, 2009-amendment being known as the “Fourth Third-Amended IGA”;

WHEREAS, in Larimer County, there are also three volunteer fire departments organized as nonprofit corporations under Colorado law, which are not signatories to the IGA: Glen Haven Area Volunteer Fire Department, Rist Canyon Volunteer Fire Department, and Volunteer Fire

Department of Big Elk.

WHEREAS, in April of 2023, the Jackson County Sheriff's Office reached out to LETA for advice and counsel on matters related to emergency telephone service and emergency notification service within Jackson County, Colorado;

WHEREAS, after some initial exploratory conversations and subsequent due diligence, the Jackson County Board of County Commissioners made a formal request that LETA's jurisdiction be expanded to include Jackson County and that Jackson County become an additional signatory to LETA's IGA;

WHEREAS, subject to an affirmative vote of three-quarters (3/4) of the ~~25-thirty~~ (30) signatories to the ~~Third~~Fourth Amended IGA, the Parties desire to update the IGA, as amended, to reflect the expansion of changes LETA's jurisdiction to include Jackson County and the addition of Jackson County as a signatory to LETA's IGA 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 the jurisdiction 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, July 29, 2009, and the ~~Fourth~~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~~Fifth 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 combined geographic boundaries of Larimer County and Jackson 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.

H.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).

H.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 Larimer County~~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 excludes Jackson County, 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 (“LETA”). 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 eight (8) ~~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 in 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 Jackson County Board of County Commissioners appoints the Jackson County Sheriff, or the Sheriff's designee who meets the qualifications to serve as the director, to represent Jackson County.

~~b.c.~~ c. 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.

~~e.d.~~ d. 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.e.~~ e. 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.f. 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 in 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.

On and after the effective date of this Agreement, Jackson County will promptly deliver, transfer, and assign to the Governing Body:

1. the entire balance of funds it holds for purposes of providing emergency telephone service and emergency notification service in Jackson County, but no less than \$55,000.00;
2. the entire balance of any funds it receives or has received from the state or federal government or grants for purposes of improving emergency telephone service and emergency notification service in Jackson County, but no less than \$70,000.00;
3. all rights, title, and interest to all charges and surcharges due Jackson County for

emergency telephone service under Colorado statute (Title 29, Article 11, Part 1) and deliver the same to the Governing Body, and Jackson County will execute all documents necessary for carriers and the Public Utilities Commission to deliver directly to the Governing Body all such charges and surcharges in the future; and

4. unencumbered title to any PSAP equipment or other assets owned by Jackson County that would assist the Governing Body in its administration and/or operation emergency telephone service and emergency notification service. Jackson County shall execute any documents reasonably necessary to effectuate the transfer of title.

Similar to Agreements with the Governing Body's other PSAPs, Jackson County agrees to (a) insure the Governing Body's equipment located in a PSAP in Jackson County, and (b) provide proof of insurance promptly upon the Governing Body's written request.

The Governing Body will not become a successor to or assignee of any contracts currently in place for purposes of providing emergency telephone service and emergency notification service in Jackson County, with the exception of the current tariff in place for the provision of basic emergency service in Colorado.

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 located within Larimer County shall be distributed on a proportional basis pursuant to Section III(J) 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. For purposes of this Agreement, all cash, bank, and investment accounts of LETA are deemed to be located within Larimer County. All assets of the Governing Body located within Jackson County shall be distributed to Jackson County 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 of County Commissioners in the case of Larimer County and Jackson 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, Jackson 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><u>William Ressue, County Attorney</u></p> <p>Date: _____</p>	
<p>COUNTY OF JACKSON 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: _____ <u>Jill Allington, President</u></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><u>Cyril Vidergar</u></p> <p>Date: _____</p>	<p>BERTHOUD FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Dan Hershman, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>CITY OF LOVELAND, COLORADO</p> <p>By: _____ <u>Jacki Marsh, Mayor</u>Stephen C. Adams, City Manager</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Laurie Stirman</p> <p>Date: _____</p>	<p>CRYSTAL LAKES FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Jody Sandquist, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>
<p>TOWN OF BERTHOUD, COLORADO</p> <p>By: _____ <u>William Karspeck, Mayor</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>	<p>ESTES VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Jon Hodde, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>
<p>TOWN OF ESTES PARK, COLORADO</p> <p>By: _____ Wendy Koenig-Schuett, Mayor</p> <p>ATTEST: _____ <u>Jackie Williamson, Town Clerk</u></p> <p>APPROVED AS TO FORM (if applicable): _____ Dan Kramer</p> <p>Date: _____</p>	<p>FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Darrin Rutt, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>

<p>TOWN OF JOHNSTOWN, COLORADO</p> <p>By: _____ <u>Gary Lebsack, Mayor</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>GLACIER VIEW FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>David Burk, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF TIMNATH, COLORADO</p> <p>By: _____ <u>Mark Soukup, Mayor</u></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: _____ <u>Troy Hamman, Tory Whanau, Mayor</u></p> <p>ATTEST: _____ <u>Krystal Eucker, Town Clerk</u></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: _____ <u>Jeff Swanty, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>TOWN OF WINDSOR, COLORADO</p> <p>By: _____ <u>Paul Rennemeyer, Rosa Reynoza, Mayor</u></p> <p>ATTEST: _____ Karen Frawley, Town Clerk</p> <p>APPROVED AS TO FORM (if applicable): _____ Ian McCargar</p> <p>Date: _____</p>	<p>LYONS FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Paul Davidovich, President</u></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: _____ <u>Michael D. Liggett, Molly Gutilla, Board President</u></p> <p>ATTEST: _____ <u>Anita Benavidez, Asst. to E.D.</u></p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>PINEWOOD SPRINGS FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Michael Graham, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>PARK HOSPITAL DISTRICT</p> <p>By: _____ <u>Gary Hall, CIO/COO, Estes Park Health</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p>	<p>POUDRE CANYON FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Gene Mericle, Pat Conway, President</u></p> <p>ATTEST: _____ <u>Paula Collins, Secretary</u></p> <p>APPROVED AS TO FORM (if applicable): _____</p>

<p>Date: _____</p> <p>THOMPSON VALLEY HEALTH SERVICES DISTRICT</p> <p>By: _____ <u>Tom Blomquist, Chair</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</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><u>THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY</u></p> <p>By: _____ <u>Brendan Hanlon, VPUO</u></p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p><u>Linda Schutjer, Senior Legal Counsel</u></p> <p>Date: _____</p>	<p>RED FEATHER LAKES FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Dan Defibaugh, President</u></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: _____ <u>Kristen Cummings</u></p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p><u>Emily Powell</u></p>	<p>WELLINGTON FIRE PROTECTION DISTRICT</p> <p>By: _____ Gary Green, Chief <u>David Pierson, Vice President</u></p> <p>ATTEST: _____ <u>Ashley Macdonald, Deputy District Manager</u></p> <p>APPROVED AS TO FORM (if applicable): _____</p>

Date: _____	Date: _____
POUDRE FIRE AUTHORITY	WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT
By: _____ <u>David Pusey, Chair</u>	By: _____ <u>Andrew Rosen, President</u>
ATTEST: _____	ATTEST: _____
APPROVED AS TO FORM (if applicable): _____	APPROVED AS TO FORM (if applicable): _____
<u>Emily Powell</u>	
Date: _____	Date: _____

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