

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
Wildfire Resiliency Code Administration & Enforcement

The parties to this Intergovernmental Cooperative Agreement (“Agreement”) are the Town of Timnath (“Town”) and the Poudre Valley Fire Protection District (“District”). The Town and the District are referred to collectively as the “Parties” or individually as a “Party.” This Agreement is entered into as of the 16th day of March, 2026.

RECITALS

WHEREAS, SB23-166 requires adopting governing bodies with jurisdiction in wildland-urban interface areas to adopt wildfire resiliency codes meeting state minimum standards; and

WHEREAS, SB25-142 amended the original requirements to allow for cooperative agreements and extended implementation timelines; and

WHEREAS, the definition of "cooperative agreement" is codified at C.R.S. § 24-33.5-1237(c.5) and means an agreement entered into by the adopting governing body and at least one other entity, such as a third-party contractor or another governing body, that provides for the enforcement of the codes; and

WHEREAS, the Town adopted a wildfire resiliency code (“Wildfire Resiliency Code”) on March 10, 2026 which meets or exceeds the standards set forth in the Colorado Wildfire Resiliency Code; and

WHEREAS, the District has adopted the Wildfire Resiliency Code and will enforce it in accordance with this Agreement; and

WHEREAS, the Wildfire Resiliency Code contains both building code elements and fire code elements requiring different expertise for enforcement; and

WHEREAS, the Town and District’s jurisdictions may have overlapping authority creating potential conflicts and duplicative efforts; and

WHEREAS, the Parties seek to establish clear enforcement responsibilities through a cooperative agreement as authorized under C.R.S. §§ 24-33.5-1237, *et seq.*, as in effect now and amended hereafter; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to establish a cooperative agreement for the administration and enforcement of the Wildfire Resiliency Code as required by SB23-166 and amended by SB25-142, codified at C.R.S. § 24-33.5-1237, to eliminate duplicative enforcement efforts, clarify jurisdictional responsibilities, and ensure consistent application of building code and fire code elements within the wildland-urban interface areas.

2. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the Parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either Party upon ninety (90) days written notice, which notice shall be delivered by hand or by certified mail, to allow for transition of pending permits and inspections.

3. **Payment.** No payment shall be made to either Party by the other Party as a result of this Agreement. Each Party shall retain fees collected for services performed under their respective responsibilities. Any civil penalties collected pursuant to C.R.S. § 24-33.5-1213(4) shall be deposited according to C.R.S. § 24-33.5-1213(4)(b).

4. **Responsibilities of Timnath.** The Town shall:

- a. Administer and enforce all building code elements and construction hardening requirements of the Wildfire Resiliency Code throughout the incorporated areas of the Town including those areas within the District's boundaries, including but not limited to:
 - i. Requirements for non-combustible building materials;
 - ii. Roof and exterior wall construction standards;
 - iii. Window and door specifications;
 - iv. Deck and attachment requirements; and
 - v. Other construction-related provisions.
- b. Issue all building permits related to wildfire resiliency construction requirements and conduct associated plan reviews and inspections.
- c. Conduct landscaping inspections for any and all new buildings in areas of the Town.
- d. Maintain primary enforcement authority for all building code violations related to the Wildfire Resiliency Code.
- e. Provide enforcement of the complete Wildfire Resiliency Code in incorporated areas of the Town, even within District boundaries.
- f. Coordinate with the District on overlapping requirements and refer fire code elements to the District for properties within District boundaries.
- g. Participate in joint inspections when both building and fire code elements are involved, upon request.
- h. Share information regarding permits, inspections, and violations with the District as needed for coordinated enforcement.
- i. Maintain records of all enforcement actions taken under this Agreement and provide reports to the Wildfire Resiliency Code Board (Board) as required.

5. **Responsibilities of Poudre Fire District.** The District shall:

- a. Administer and enforce all fire code elements and site/area management requirements of the Wildfire Resiliency Code within District boundaries, including but not limited to:
 - i. Vegetation management and defensible space requirements;
 - ii. Tree and shrub spacing standards;
 - iii. Fuel break requirements;
 - iv. Access road and driveway standards;
 - v. Water supply requirements for fire protection; and
 - vi. Other fire prevention and site management provisions.
- b. Conduct site inspections and issue notices of violation for fire code elements within the District's boundaries.
- c. Coordinate with the Town on properties requiring both building permits and fire code compliance.
- d. Refer building code violations to the Town for enforcement.
- e. Participate in joint inspections when both building and fire code elements are involved, upon request.
- f. Share information regarding inspections and violations with the Town as needed for coordinated enforcement.
- g. Maintain records of all enforcement actions taken under this Agreement and provide reports to the Wildfire Resiliency Code Board as required.

6. Special Provisions.

- a. Code Modifications. The Parties agree to coordinate any petitions for modification of the Wildfire Resiliency Code submitted to the Board pursuant to C.R.S. § 24-33.5-1236(4)(b)(IV). Any Party seeking a modification shall provide written notice to the other Party at least thirty (30) days before submitting a petition to the Board.
- b. Hazard Area Mapping. The parties agree to use the wildland-urban interface maps as adopted by the Town and updated from time to time, in accordance with Chapter 3 of the Wildfire Resiliency Code.
- c. Most Restrictive Standard. When overlapping requirements exist, the most restrictive standard shall apply, and the Party responsible for that standard shall have enforcement authority.
- d. Board Review & Cooperation. The Parties acknowledge that the Wildfire Resiliency Code Board may review codes adopted by the parties and their application of such codes to determine compliance with C.R.S. § 24-33.5-1237. The Parties shall cooperate with the Board and be responsive to any requests for information from the Board made pursuant to the Board's review authority under C.R.S. § 24-33.5-1237(2)(c).

7. General Provisions.

- a. Amendments. Either Party may request changes in this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed and signed by all Parties to this Agreement.
- b. Choice of Law, Jurisdiction, & Venue. Colorado law shall be applied in the interpretation, execution, and enforcement of this Agreement. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and the venue shall be in Larimer County, Colorado.
- c. Prohibition of Pledging Credit & No Aid to Corporations. Pursuant to Colorado Constitution Article XI, Sections 1 and 2 and Article X, section 20, the Town or the District shall not indemnify or hold harmless any party related or operating under this Agreement. No provision in the Agreement shall limit or set the amount of damages available to the Town or the District to any amount other than the actual direct and indirect damages to the Town or the District, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.
- d. Separate Entities. Both Parties shall perform its duties hereunder as independent entities, and neither shall be deemed an employee or agent of the other.
- e. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.
- f. Sovereign Immunity. The Parties do not waive sovereign or governmental immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement. This includes, but is not limited to, the understanding that no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.
- g. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.
- h. Entirety of Agreement. This Agreement, consisting of 6 pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations,

representations, and agreements, whether written or oral, regarding the matter of the Wildfire Resiliency Code.

- i. Signature Authority. This Agreement shall not be valid unless it has been approved and signed by someone authorized of behalf of each Party. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. The parties approve the use of electronic signatures, which shall be governed by the Uniform Electronic Transactions Act, C.R.S. section 24-71.3-101 et seq.
- j. Notices. Any notice permitted or required by this Agreement shall be in writing and shall be hand delivered or sent by certified mail or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Town of Timnath
Attn: Community Development Director
4750 Signal Tree Drive
Timnath, CO 80547

Poudre Valley Fire Protection District
Attn: Fire Chief
102 Remington St.
Fort Collins, CO 80524

- k. Enforcement & Regulatory Authority. This Agreement is not intended to and does not remove or modify the Parties' rights as otherwise outlined in law to adopt and enforce regulations. Each Party is responsible for following the appropriate procedures such that any applicable codes or regulations are appropriately adopted.
- l. Effective Date. The effective date of this Agreement is the date of the signature last affixed to this Agreement.

SIGNATURE PAGE TO FOLLOW

The Parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the dates set out below; and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

TOWN:

Town of Timnath, a Home Rule municipal corporation of Colorado

By: Robert Axmacher
Robert Axmacher (Mar 16, 2026 09:35:13 MDT)
Name: Robert Axmacher
Title: Mayor
Date: Mar 16, 2026

Attest:

By: Lizzie Alipaz
Lizzie Alipaz (Mar 16, 2026 11:45:57 MDT)

DISTRICT:

Poudre Valley Fire Protection District, a public entity of the State of Colorado

By: [Signature]
Name: Shawn McGiffin
Title: Fire Marshal
Date: 3/13/26

Attest:

By: [Signature]

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 15, SERIES 2026**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL COOPERATIVE
AGREEMENT WITH THE POUFRE VALLEY FIRE PROTECTION DISTRICT
FOR THE ADMINISTRATION AND ENFORCEMENT OF THE
COLORADO WILDFIRE RESILIENCY CODE**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto is the Intergovernmental Cooperative Agreement (“Agreement”), which is intended to outline the Wildfire Resiliency Code enforcement responsibilities of the Town and Poudre Valley Fire Protection District (“District”); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

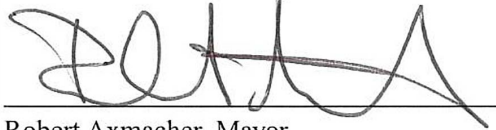
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:

Section 1. Approval

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town’s Community Development Director, in consultation with the Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MARCH 10, 2026.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Lizzie M. Alipaz L.
Deputy Town Clerk

