

COOPERATIVE AGREEMENT

Wildfire Resiliency Code Administration & Enforcement

The parties to this Cooperative Agreement (Agreement) are the Larimer County Board of County Commissioners (County) and the PINEWOOD SPRINGS FIRE PROTECTION DISTRICT.

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. section 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 code contains both building code elements and fire code elements requiring different expertise for enforcement; and

WHEREAS, multiple 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. section 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:

- 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. section 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. section 24-33.5-1213(4) shall be deposited according to C.R.S. section 24-33.5-1213(4)(6).
- 4. Responsibilities of Larimer County.** Strive to administer and support compliance with building code elements and construction hardening requirements of the Wildfire Resiliency Code throughout the unincorporated areas of Larimer County, as determined in its sole discretion, including but not limited to:
- a. Administer and enforce all building code elements and construction hardening requirements of the Wildfire Resiliency Code throughout the unincorporated areas of Larimer County, 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.
 - v. Other construction-related provisions.
 - b. Issue all building permits related to wildfire resiliency requirements and conduct associated plan reviews and inspections.
 - c. Maintain primary enforcement authority for all building code violations related to the Wildfire Resiliency Code.
 - d. Provide enforcement of the complete Wildfire Resiliency Code in unincorporated areas of Larimer County outside Fire District boundaries.
 - e. Coordinate with the Fire District on overlapping requirements and refer fire code elements to the Fire District for properties within Fire District boundaries.
 - f. Participate in joint inspections when both building and fire code elements are involved, upon request.
 - g. Share information regarding permits, inspections, and violations with the Fire District as needed for coordinated enforcement.
 - h. Maintain records of all enforcement actions taken under this Agreement and provide reports to the Wildfire Resiliency Code Board as required.
 - i. As it pertains specifically to the Wildfire Resiliency Code as adopted by Larimer County on September 24, 2025, and effective January 1, 2026, Larimer County Community Development, in conjunction with the Larimer County Sheriff's

Office will review and conduct all inspections and enforcement related to both structure hardening and site inspections as required under the Wildfire Resiliency Code.

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

- a. Subject to County Commissioner approval pursuant to C.R.S. section 32-1-1002, as in effect now and hereafter amended, allowing the district to enforce its own code within the unincorporated parts of the County within its jurisdiction. .

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. section 24-33.5-1236(4)(6)(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 WHO? and updated from time to time.
- c. **Most Restrictive Standard.** When overlapping requirements exist, the most restrictive standard shall apply, and the agency 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. section 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. section 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 Contract. All suits or actions related to this Contract 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 County 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 County to any amount other than the actual direct and indirect damages to the County, 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.** Larimer County does not waive sovereign or governmental immunity by entering into this Agreement, and fully retains 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. section 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 and Attachment A, Map of Jurisdictional Boundaries and Exhibit B, WUI, consisting of 3 of page(s), represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.
 - i. **Signature Authority.** This Agreement shall not be valid unless it has been approved and signed by someone authorized by Larimer County Administrative

Policy and Procedure 100.2N. 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. **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.

SIGNATURE PAGE TO FOLLOW.

- k. **Signatures.** 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.
- l. **Effective Date.** The effective date of this Agreement is the date of the signature last affixed to this page.

This Resolution shall take effect immediately upon adoption.

ADOPTED AND APPROVED this 11th day of March, 2026.

PINEWOOD SPRINGS FIRE PROTECTION DISTRICT

By: 
Michael Graham (Mar 18, 2026 08:59:13 MDT)
President, Board of Directors

ATTEST: Brenda McIntire
Brenda McIntire (Mar 17, 2026 18:27:18 MDT)
Secretary

[SEAL]



Exhibit A
Pinewood Springs Fire Protection District
Map of Jurisdictional Boundaries

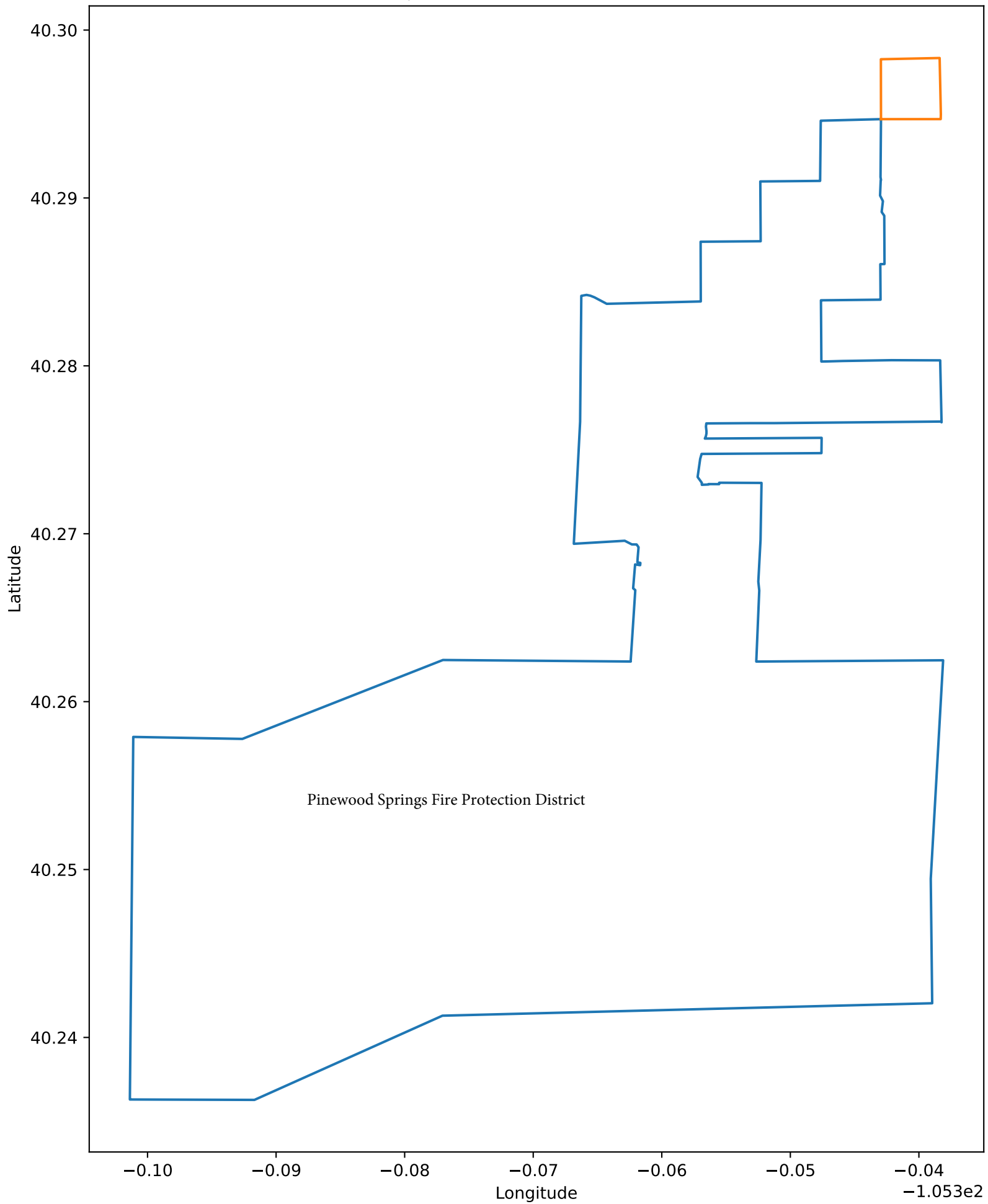


EXHIBIT A – District Jurisdictional Boundary Map

EXHIBIT A
Pinewood Springs Fire Protection District
Map of Jurisdictional Boundaries

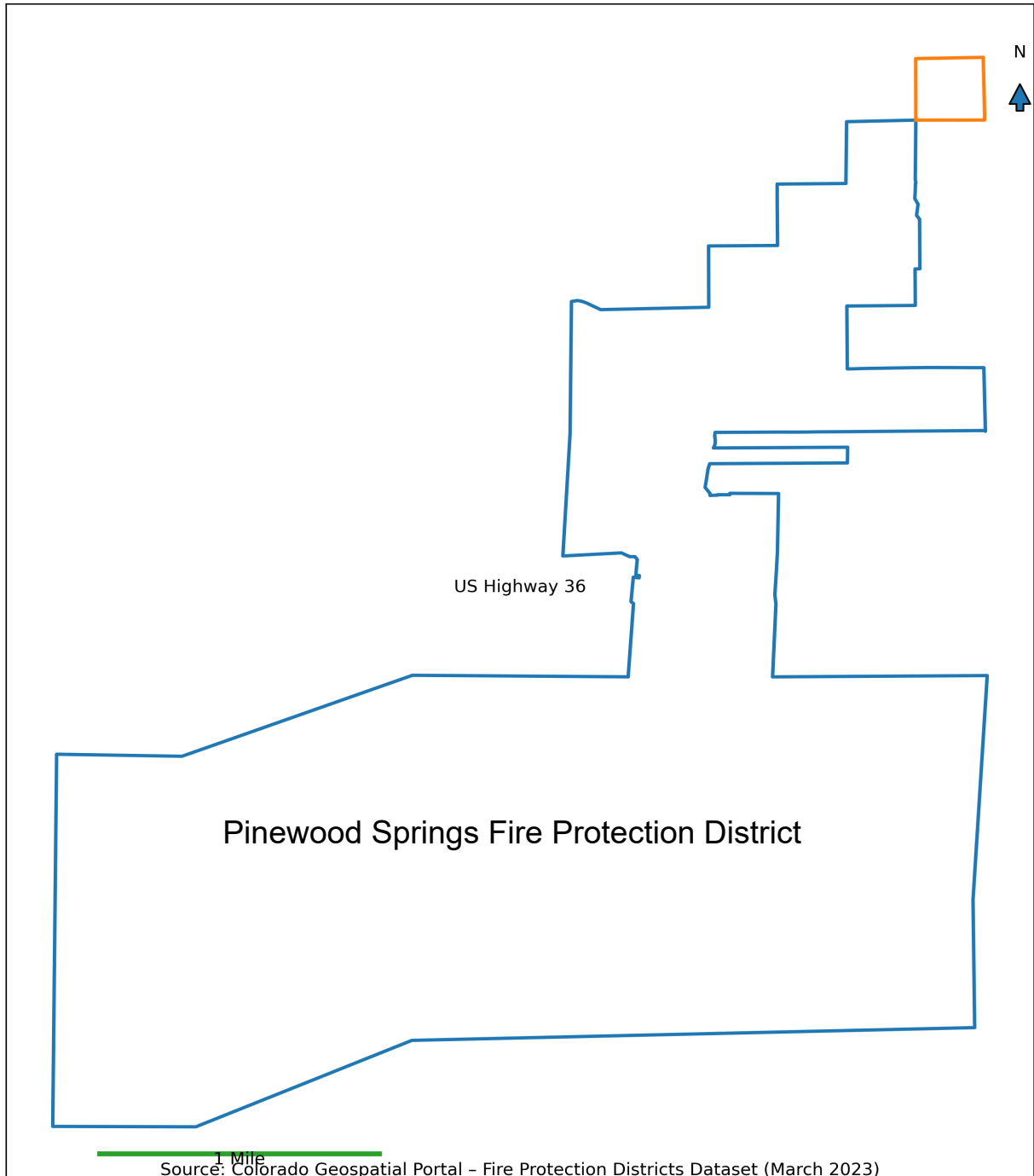


EXHIBIT B– Wildland Urban Interface Map

Official Larimer County Wildland-Urban Interface (WUI) Map adopted September 24, 2025.

This exhibit will be replaced with the official WUI GIS map upon receipt from Larimer County.

