

**THIRD AMENDED INTERGOVERNMENTAL AGREEMENT OF THE  
ESTABLISHMENT OF THE LARIMER EMERGENCY TELEPHONE AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 21st day of July, 2009, by and between the following public entities which shall collectively be referred to as the "Parties", or individually as a "Contracting Party": County of Larimer, the Town of Berthoud, the Town of Estes Park, the City of Fort Collins, the Town of Johnstown, the City of Loveland, the Town of Timnath, the Town of Wellington, the Town of Windsor, Allenspark Fire Protection District, Berthoud Fire Protection District, Loveland Rural Fire Protection District, Pinewood Springs Fire Protection District, Poudre Canyon Fire Protection District, Poudre Valley Fire Protection District, Red Feather Lakes Fire Protection District, Glacier View Fire Protection District, Lyons Fire Protection District, Wellington Fire Protection District, the Windsor/Severance Fire Protection District, Park Hospital District, Health District of Northern Colorado, Thompson Valley Health Services District, and Colorado State University.

WITNESSETH:

WHEREAS, pursuant to Article XI of Title 29 of the Colorado Revised Statutes (C.R.S.), as amended, the Parties are authorized to enter into agreements for the purpose of providing emergency telephone services; and

WHEREAS, the Colorado Constitution, Article XIV, Section 18 and §29-1-201, C.R.S., *et seq.* provide for and encourage political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, §29-1-203, C.R.S., as amended, authorizes any political subdivisions or agency of the State of Colorado to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities, including the sharing of costs, imposition of taxes, or incurring of debt; and

WHEREAS, on or about November 14, 1990, the Parties entered into an Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service which established the Larimer Emergency Telephone Authority. This Intergovernmental Agreement was entered into pursuant to the authority granted by Article XI of Title 29 of the Colorado Revised Statutes; and

WHEREAS, on July 7, 1999, the Intergovernmental Agreement between the Parties was amended with regards to the powers of the Authority and the operational procedures of the Authority with regard to budget and funding. Additionally, this Amendment added the Windsor/Severance Fire Protection District and Colorado State University as Contracting Parties to the Agreement; and

WHEREAS, on April 5, 2002, the Intergovernmental Agreement was further amended to add the Town of Windsor, Colorado and the Town of Johnstown, Colorado as Contracting Parties and to afford those entities representation on the Authority's governing board; and

WHEREAS, due to the changes in fact, circumstances, technology and law since the Parties entered into the original Intergovernmental Agreement, and subsequent amendments thereto, the Parties to this Agreement desire to amend the Agreement for the purposes of complying with Colorado law and to carry out the intents and purposes of the Parties; and

WHEREAS, the Parties intend by entering into this Agreement that the Authority hereby created shall fall within the definition of a "public entity" under the Colorado Governmental Immunity Act, §24-10-101, C.R.S., and a "nonprofit organization" under the Volunteer Service Act §§ 12-21-115.5, 13-21-115.7 and 13-21-116, C.R.S.; and

WHEREAS, it is the position of the Parties that emergency telephone authorities created pursuant to Title XI of Article 29, C.R.S., are not subject to the revenue and spending limitations imposed by Article X, Section 20 (2)(d) of the Colorado Constitution ("Amendment 1"), and to the extent that Amendment 1 may be deemed to apply to emergency telephone authorities, the authority 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; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement for the purposes of establishing a separate legal entity to be known as the Larimer Emergency Telephone Authority and to define the manner in which each of the Parties hereto will participate in the Authority.

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 in the body of this Agreement.

#### II. SUPERSEDING ALL PRIOR AGREEMENTS

The Parties agree that upon the approval of this Agreement by all Parties, this Agreement shall supersede all prior agreements, representations and understandings between the Parties, whether written or oral, including but not limited to the Intergovernmental Agreement dated November 14, 1990 and amendments thereto dated July 7, 1999 and April 5, 2002.

### III. DEFINITIONS

A. The definitions for the terms “emergency telephone charge,” “emergency telephone service,” “exchange access facilities,” “governing body,” “public agency,” “service supplier,” “service user,” “wireless communications access,” and “wireless carrier” as used in this Agreement shall be the same as the definitions for those terms set forth in §29-11-100.5, C.R.S., as amended.

B. The term “emergency telephone services” shall mean any form of emergency communication which the Authority facilitates or provides to the Parties, and includes but is not limited to, emergency telephone services, wireless communications access, and other developing technologies used for communications purposes.

C. “Proportional basis”, as referred to in Section XV of this Agreement, shall be determined by the direct ratio of the number of service lines within the jurisdictions hereinafter identified to the total number of service lines in all of those identified jurisdictions. For the purposes of this definition “jurisdictions” shall refer to Larimer County and the cities and towns that are Contracting Parties to this Agreement. Larimer County’s proportion shall be determined using those service lines within the unincorporated areas of the County.

### IV. ESTABLISHMENT OF THE LARIMER COUNTY EMERGENCY TELEPHONE AUTHORITY

The Parties hereby establish a separate legal entity to be known as the Larimer County Emergency Telephone Authority (the “Authority”) which shall be responsible for administering the installation, operation, maintenance, upgrade and enhancement of emergency telephone services to the citizens of Larimer County, Colorado. The Parties will provide reasonable assistance to the Authority for the purposes of organizing, administering and operating emergency telephone services in Larimer County.

The Authority is hereby created as a nonprofit, public entity established pursuant to §29-1-203, C.R.S. and §29-11-100.5, C.R.S., *et seq.* and in conformance with the Colorado Governmental Immunity Act, §24-10-101, C.R.S., *et seq.* and the Volunteer Service Act §§13-21-115.5, 13-21-115.7 and 13-21-116, C.R.S.

The Parties agree that the Authority is an independent legal entity, separate and distinct from the Parties, but subject to their ownership and control. The lawful boundaries of the Parties, as they may from time to time be changed, shall comprise the jurisdiction of the Authority.

## V. ESTABLISHMENT OF THE AUTHORITY BOARD

1. **Governing Board.** The Authority shall be governed by a Board of Directors (the "Board"), which shall have the power to perform all acts necessary, whether express or implied, to fulfill the purpose, and to provide the functions, services and facilities, for which the Authority was created.

2. **Composition of the Board.** The Board shall consist of seven (7) members, all of whom shall be residents of Larimer County. The members of the Board shall be appointed as follows:

a. One member shall be appointed by the Larimer County Board of County Commissioners to serve as a representative from Larimer County.

b. One member shall be appointed by the City Council of the City of Fort Collins to represent the City of Fort Collins. The City of Fort Collins representative shall be an employee, elected official or resident of the City of Fort Collins.

c. One member shall be appointed by the City Council of the City of Loveland to represent the City of Loveland. The City of Loveland representative shall be an employee, elected official or resident of the City of Loveland.

d. One member shall be appointed by the Larimer County Board of County Commissioners to represent the fire districts in Larimer County. This member shall be appointed by the Commissioners upon nomination by the Authority, and shall be an employee, or elected official of a fire district named as a Contracting Party under this Agreement.

e. One member shall be appointed by the Larimer County Board of County Commissioners to represent the hospital districts in Larimer County. This member shall be appointed by the Commissioners upon nomination by the Authority, and shall be an employee, or elected official of a hospital district named as a Contracting Party under this Agreement.

f. Two members shall be appointed by the Larimer County Board of County Commissioners to represent the Towns of Berthoud, Estes Park, Johnstown, Timnath, Wellington and Windsor and Colorado State University. These members shall be appointed by the Commissioners upon nomination by the Authority, and shall be employees, elected officials or residents of the named municipalities or in the case of Colorado State University an employee or appointed official of Colorado State University.

g. Members shall serve a term of two (2) years and there shall be no prohibition on consecutive terms or number of terms. Nothing contained herein shall alter the current composition of the Board, or the current terms of Board members.

h. Each member of the Board shall serve without compensation.

3. **Voting and Quorum.** Each member of the Board shall have one (1) vote. A quorum of the Board shall consist of four (4) members, except that, should there be four (4) or more vacancies at any time, then during that time a quorum shall consist of three (3) members. 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 members present at the time of the vote shall be required for the Board to take action.

4. **Bylaws.** The Board shall promulgate bylaws establishing offices and detailing all matters in connection therewith, including the election, duties and terms of officers and the filling of any officer vacancies, the establishment and responsibilities of committees, scheduling of meetings, and standing operating and fiscal procedures, as it deems necessary, provided the bylaws are in compliance with Articles I and II of Title 29, C.R.S., as amended, and this Intergovernmental Agreement.

## VI. POWERS OF THE AUTHORITY

1. **Plenary Powers.** Except as otherwise limited by this Agreement, the Authority, in its own name and as provided herein, shall exercise all powers lawfully authorized by the Parties pursuant to §29-1-203, C.R.S. and §29-11-100.5, C.R.S., *et seq.*, as amended, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. The Authority shall act through its Board, officers and agents as authorized by this Agreement and the Bylaws and Rules and Regulations of the Authority. The Authority shall not have the power to levy taxes on its own behalf or on behalf of any Contracting Party.

2. **Enumerated Powers.** The Authority is authorized to undertake all actions reasonably necessary for the installation, operation and maintenance of emergency telephone services within the Authority's jurisdiction, and which the Authority believes are necessary to carry out the intent and purpose of this Agreement, including but not limited to:

a. Imposing and assuring the collection of an emergency telephone charge in the amount and manner provided by §29-1-203, C.R.S. and §§29-11-102 and 29-11-103, C.R.S., as amended, or as may in the future be amended. This charge may be imposed and collected from land based and wireless carriers, as well as from any other telephone service provided as authorized by §29-11-102, C.R.S., *et seq.* and any future amendment thereto.

b. Acquire, hold, lease (as Lessor or Lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property in connection with the installation, operation and maintenance of the emergency telephone services.

c. To enter into, make and perform contracts and agreements with other federal, state or local governmental, non-profit and private entities which are reasonably necessary for the acquisition, repair or maintenance of equipment, or the installation, operation or maintenance of the emergency telephone services.

d. To employ agents, accountants, attorneys, engineers, consultants and other individuals and entities as the Authority deems necessary for the performance of its obligations under this Agreement.

e. to conduct the business and affairs of the Authority.

f. To incur debts, liabilities or obligations to the extent and in the manner permitted by law. To borrow money and from time to time, to make, accept, endorse, execute, issue and deliver notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions authorized by this Agreement and as provided by law. To the extent permitted by law, to secure the payment of any Authority obligation by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by lien upon or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the authority except that no debt, liability, or obligation shall extend to or be an obligation of any Contracting Party unless properly authorized by such Contracting Party and agreed to in writing.

g. To issue bonds, notes or other obligations payable from the revenues derived or to be derived from the emergency telephone service charge imposed by the authority, in accordance with applicable law, and subject to voter approval, as may be required.

h. To own, operate and maintain real and personal property and facilities individually or in common with others, and to conduct joint, partnership, cooperative or other operations with other individuals and entities, and to exercise all powers and authority incident thereto and authorized by this Agreement.

i. To sue and to be sued in its own name.

j. To adopt and amend from time to time, by resolution, bylaws, rules and regulations as the Board deems necessary and appropriate for the exercise of the powers granted, and performing the obligations imposed by this Agreement.

k. To receive contributions, gifts, bequests, grants, cash, equipment or services from the Parties or any other public or private individual or entity for the furtherance of the intent and purpose of this Agreement, and the Authority's performance of its obligations under this Agreement.

l. Negotiate and enter into agreements with equipment vendors, suppliers and service suppliers for the acquisition or maintenance of equipment, and for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of emergency telephone services to the Parties.

m. Any other act of services which the Authority believes is reasonably necessary for the exercise of its powers and the performance of its obligations under this Agreement.

## VII. RULES AND REGULATIONS

The Authority Board may promulgate and adopt rules, regulations, policies and procedures which the Board deems necessary to carry out the intent and purposes of this Agreement, and to exercise the Authority's powers and perform the Authority's obligations under this Agreement. After their initial adoption, the rules, regulations, policies and procedures may be modified or amended, provided any such modification or amendment: (a) is approved by a majority vote of the Board; (b) is consistent with the purpose and intent of this Agreement; (c) is not in conflict with any of the provisions of this Agreement; and (d) is in compliance with any and all applicable state and federal laws.

## VIII. CHARGES TO BE IMPOSED BY THE AUTHORITY

The Parties agree that the Authority, by and through the Board, may establish a charge for emergency telephone services up to the amount authorized by §29-11-100.5, C.R.S., *et seq.*, as amended from time to time. Said charge shall be assessed on a uniform basis for all Parties within the Authority's jurisdiction.

The Authority shall not establish a charge in excess of the amount authorized by §29-11-102, C.R.S., as amended from time to time, unless the Authority: (1) first obtains approval by two-thirds (2/3) of the Parties; and (2) obtains approval from the Public Utilities Commission pursuant to §29-11-102(2)(b), C.R.S., as may be amended from time to time.

The Authority may invest funds received from any source in accordance with the laws of the State of Colorado for investments by a public entity, and properly adopted investment policies consistent therewith.

## IX. USE OF FUNDS – CONTRIBUTIONS

The Authority shall use the funds generated by the charges imposed in Section VIII, above, and all funds received by the Authority from any other source, to pay for the costs of acquiring, maintaining, upgrading and enhancing equipment related to providing emergency telephone services, and/or the installation, operation, maintenance, upgrade and enhancement of emergency telephone services, including, but not limited to, administrative costs of the Authority, in accordance with, and as authorized by, §29-11-104, C.R.S., as amended from time to time. Notwithstanding the foregoing, neither the Authority nor its directors, officers, agents or employees shall use Authority funds or property to conduct political lobbying activities. In addition, Authority funds shall not be used to lease or purchase vehicles for the personal convenience of the Authority's directors, officers, employee, agents or representatives.

No disbursement shall be made from the funds of the Authority without appropriate supporting documents in accordance with the properly adopted bylaws, rules, regulations and policies of the Authority.

The Authority may carry over funds which have not been used in a given fiscal year to the following fiscal year.

#### X. BOOKS AND RECORDS

The Authority shall provide for the keeping of 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 Authority. The Authority's books of account shall correctly show any and all revenues, costs, or charges paid to or to be paid by each of the Parties, and all funds received by, and all funds expended by the Authority. The Authority's books and records shall be open to inspection during normal business hours upon reasonable notice by the Parties, their attorneys, accountants or agents. The books and records of the Authority shall also be made available to the public in accordance with the provisions of §24-72-201, C.R.S., *et seq.* (the "Open Records Act").

The Authority shall cause an annual audit to be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The Authority shall comply with the provision of §29-1-601, C.R.S. *et seq.*, as may be amended from time to time. The Authority shall comply with all federal and state financial reporting requirements.

#### XI. REPORTS TO PARTIES

On an annual basis the Authority shall submit a comprehensive annual report to the Parties summarizing the activities of the Authority and containing information concerning the finances of the Authority.

#### XII. ASSETS OF THE AUTHORITY

1. **Assets.** Any assets purchased or received by the Authority subsequent to the formation of the Authority shall be owned by the Authority for the mutual benefit of the Parties. Assets purchased with funds of the Authority and one or more Parties shall be owned jointly in proportion to the amounts contributed.
2. **Asset Inventory Schedules.** The Authority shall maintain an asset inventory list for any and all real and personal property acquired by the Authority in whole or in part.

### XIII. DEFAULT OF PERFORMANCE

1. In the event any Contracting Party fails to perform any of its covenants and undertakings under this Agreement, this Agreement may be terminated as to such Contracting Party. The Authority shall cause written notice of the Authority's intention to terminate said Agreement as to such Contracting Party to be given to that party's governing body identifying the matter in default. Upon failure to cure any such default within thirty (30) days after such notice is given, the membership in the Authority of the defaulting party shall thereupon terminate and said Contracting Party shall thereafter have no voting rights as a member of the Authority, nor be entitled to representation on the Board, and said Contracting Party may thereafter be denied service by the Authority. Furthermore, any Contracting Party whose participation is terminated under the provisions of this article of the Agreement shall forfeit all right, title and interest in and to any property of or within the Authority to which it may otherwise be entitled upon the dissolution of the Authority. This article is not intended to limit the right of the Authority or any Contracting Party under this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

2. In the event of litigation between any Parties hereto concerning this Agreement (or between the Authority and any Contracting Party), the prevailing party may recover its costs and reasonable attorney fees incurred therein.

### XIV. DURATION OF AGREEMENT

This Agreement shall be in effect from the time it is fully executed and shall continue on a year-to-year basis, unless sooner terminated in accordance with Section XV of this Agreement.

### XV. WITHDRAWAL, TERMINATION AND DISSOLUTION

1. **Individual Party's Withdrawal.** Any Contracting Party may withdraw from this Authority and terminate its membership under this Agreement by providing written notice to each Contracting Party and the Board at least ninety (90) days prior to August 1 of any given year. Withdrawal from the Authority shall become effective on January 1 of the year in which a timely notice of termination is given. A Contracting Party which withdraws from the Authority shall retain all right, title and interest to any real and personal property, if any, which it has contributed to the Authority and which is located within the withdrawing party's jurisdiction; however, the withdrawing Contracting Party shall make the property available for use by the Authority to the extent necessary for public safety.

2. **Termination by Mutual Agreement of the Parties.** Upon a three quarters (3/4) majority vote of all Parties, this Agreement shall be terminated and the Authority dissolved. The effective date of termination shall be December 31<sup>st</sup> of the calendar year in which the three quarters (3/4) majority vote for termination occurs.

3. **Dissolution of Authority.** Upon the termination of this Agreement pursuant to Section XV(2) above, the Authority Board and the Parties shall take such actions necessary to finalize and conclude the Authority's operations and effect the orderly dissolution of the authority.

All contributions of real and personal property, all revenues received by the Authority, and all assets of the Authority shall be distributed on a proportional basis. The Board shall be responsible for inventorying the revenues, property and assets of the Authority, making distributions to the Parties and concluding the affairs of the Authority. A Contracting Party which has made a contribution toward a jointly owned asset (as defined in Section XII) would be entitled to retain ownership of the asset upon termination; however, the Contracting Party must account to the Authority for the amount of the Authority's contribution toward purchase of the asset upon distribution of the other assets of the Authority. Upon termination, any revenues derived from emergency telephone service charges imposed pursuant to §29-11-102, C.R.S. will be distributed on a proportional basis in accordance with §29-11-104(3), C.R.S. Such funds can be distributed to the Parties only if the emergency telephone service is discontinued. All other real and personal property, and all contributions and revenues, shall likewise be distributed on a proportional basis.

If a Contracting Party does not agree to the Authority's division of assets within six (6) months from the effective date of termination, the Parties shall engage in mediation on all unresolved issues prior to engaging in legal proceedings. In any legal proceeding, the Court may award attorney fees, expenses and costs of the proceeding if the Court determines that the proceeding was necessitated by an unreasonable position, or unreasonable demands of a Contracting Party.

The rights and duties of the Parties related to apportionment, division, transfer and ownership of assets upon termination shall survive termination of this Agreement.

The Parties agree that during the period following the vote to terminate the Authority, the Authority will continue to provide emergency telephone services in accordance with this Agreement until the effective date of termination.

#### XVI. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS AND EMPLOYEES OF THE AUTHORITY

As a non-profit public entity, the Authority and its directors, officers and employees shall be immune from civil liability in accordance with, and the extent provided by §24-10-101, C.R.S., *et seq.* (the Governmental Immunity Act), §§13-21-115.5, 13-21-115.7 and 13-21-116, C.R.S. (the Volunteer Service Act), as these statutes may be amended from time to time and any other applicable law.

In addition, the Authority shall purchase insurance for the Authority 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.

#### XVII. AMENDMENTS

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

#### XVIII. 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. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

#### XIX. 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 any individual or entity who is not a Party to this Agreement.

#### XX. ASSIGNMENT AND DELEGATION

No Contracting 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 Parties to this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused their representatives to affix their respective signatures hereto, as of the day and year hereinafter set forth.

**COUNTY OF LARIMER  
STATE OF COLORADO**

By *Edward D. Nelson*

**TOWN OF ESTES PARK, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_



ATTEST:  
*Joseph M. Coolman*  
1/6/09

**TOWN OF WELLINGTON, COLORADO**

**CITY OF FORT COLLINS,  
COLORADO**

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF BERTHOUD, COLORADO**

**CITY OF LOVELAND, COLORADO**

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF LARIMER  
STATE OF COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF ESTES PARK, COLORADO**

By Clay R. Fort



ATTEST:

Jessie Williamson

Date: December 9, 2008

**TOWN OF WELLINGTON, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF FORT COLLINS,  
COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF BERTHOUD, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LOVELAND, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF LARIMER  
STATE OF COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF ESTES PARK, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF WELLINGTON, COLORADO  
COLORADO**

By  \_\_\_\_\_

ATTEST:

 \_\_\_\_\_

Date: 2/26/09 \_\_\_\_\_

**CITY OF FORT COLLINS,**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF BERTHOUD, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LOVELAND, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF LARIMER  
STATE OF COLORADO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF ESTES PARK, COLORADO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF WELLINGTON, COLORADO

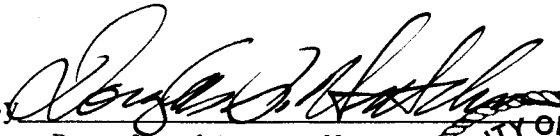
By \_\_\_\_\_

ATTEST:

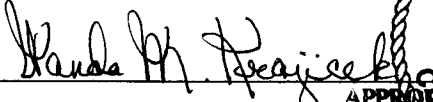

\_\_\_\_\_

Date: \_\_\_\_\_

CITY OF FORT COLLINS,  
COLORADO

By   
Doug Hutchinson, Mayor

ATTEST:

  
The seal of the City of Fort Collins is circular with a double-line border. The outer ring contains the text "CITY OF FORT COLLINS" at the top and "SEAL" at the bottom. Inside the ring, the text "APPROVED AS TO FORM" is visible. A signature is written across the seal.

Date: 2-20-09

Sr. Assistant City Attorney

TOWN OF BERTHOUD, COLORADO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

CITY OF LOVELAND, COLORADO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF LARIMER  
STATE OF COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF ESTES PARK, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF WELLINGTON, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF FORT COLLINS,  
COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF BERTHOUD, COLORADO**

By *[Signature]*

ATTEST:

*Mary K. Caudin*

Date: *12/9/08*

**CITY OF LOVELAND, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF LARIMER  
STATE OF COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF ESTES PARK, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF WELLINGTON, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF FORT COLLINS,  
COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF BERTHOUD, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LOVELAND, COLORADO**

By \_\_\_\_\_

ATTEST:

*Jeanne M. Weaver*  
Deputy City Clerk

Date: 7-24-09

**APPROVED AS TO FORM**  
BY: *Glenn Sauer*  
**ASSISTANT CITY ATTORNEY**

**TOWN OF JOHNSTOWN, COLORADO**

**TOWN OF WINDSOR, COLORADO**

By *[Signature]*  
 ATTEST:  
*[Signature]*  
 Date: 3/2/09

By \_\_\_\_\_  
 ATTEST:  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

**ALLENSPARK FIRE PROTECTION DISTRICT**

**TOWN OF TIMNATH, COLORADO**

By \_\_\_\_\_  
 ATTEST:  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

By \_\_\_\_\_  
 ATTEST:  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

**BERTHOUD FIRE PROTECTION PROTECTION DISTRICT**

**POUDRE VALLEY FIRE PROTECTION DISTRICT**

By \_\_\_\_\_  
 ATTEST:  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

By \_\_\_\_\_  
 ATTEST:  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

**TOWN OF JOHNSTOWN, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**ALLENSPARK FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**BERTHOUD FIRE PROTECTION PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF WINDSOR, COLORADO**

By John A. Venzon

ATTEST:

Fath Garcia

Date: 11/17/08

**TOWN OF TIMNATH, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**POUDRE VALLEY FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF JOHNSTOWN, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**ALLENSPARK FIRE PROTECTION DISTRICT**

By Esther L. Walter

ATTEST:

Loraine Stout

Date: 11-25-08

**BERTHOUD FIRE PROTECTION PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF WINDSOR, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF TIMNATH, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**POUDRE VALLEY FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF JOHNSTOWN, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**ALLENSPARK FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**BERTHOUD FIRE PROTECTION PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF WINDSOR, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF TIMNATH, COLORADO**

By Danua Beusen

ATTEST:

Melissa McDevine

Date: 12-3-08

**POUDRE VALLEY FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF JOHNSTOWN, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**ALLENSPARK FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**BERTHOUD FIRE PROTECTION PROTECTION DISTRICT**

By Dan Heubman

ATTEST:

J. F. Erickson

Date: \_\_\_\_\_

**TOWN OF WINDSOR, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF TIMNATH, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**POUDRE VALLEY FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF JOHNSTOWN, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**ALLENSPARK FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**BERTHOUD FIRE PROTECTION PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF WINDSOR, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF TIMNATH, COLORADO**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**POUDRE VALLEY FIRE PROTECTION DISTRICT**

By Richard Payne

ATTEST:

Severly R McBride

Date: 12-8-08

**LOVELAND RURAL FIRE PROTECTION DISTRICT**

By [Signature] [Signature]  
President

ATTEST:  
[Signature]  
Secretary  
Date: 1/7/08

**PINEWOOD SPRINGS FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Date: \_\_\_\_\_

**GLACIER VIEW FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Date: \_\_\_\_\_

**RED FEATHER LAKES FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Date: \_\_\_\_\_

**WELLINGTON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Date: \_\_\_\_\_

**HEALTH DISTRICT OF NORTHERN LARIMER COUNTY**

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Date: \_\_\_\_\_

**LOVELAND RURAL FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**PINEWOOD SPRINGS FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**GLACIER VIEW FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**RED FEATHER LAKES FIRE PROTECTION DISTRICT**

By Don L. Saylor

ATTEST:

John J. Miller

Date: 2/10/09

**WELLINGTON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**HEALTH DISTRICT OF NORTHERN LARIMER COUNTY**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**LOVELAND RURAL FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**PINEWOOD SPRINGS FIRE PROTECTION DISTRICT**

By *Kristen Owen*

ATTEST:

*Ardeen Johnson*

Date: 12-9-08

**GLACIER VIEW FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**RED FEATHER LAKES FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**WELLINGTON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**HEALTH DISTRICT OF NORTHERN LARIMER COUNTY**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**LOVELAND RURAL FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**PINEWOOD SPRINGS FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**GLACIER VIEW FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**RED FEATHER LAKES FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**WELLINGTON FIRE PROTECTION DISTRICT**

By Lue Reed

ATTEST:

Christy Nelson

Date: 11/25/08

**HEALTH DISTRICT OF NORTHERN LARIMER COUNTY**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**LOVELAND RURAL FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**PINEWOOD SPRINGS FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**GLACIER VIEW FIRE PROTECTION DISTRICT**

By *William C. Smith*  
*11/21/08*

ATTEST:

*Joni Suber*

Date: *11/21/08*

**RED FEATHER LAKES FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**WELLINGTON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**HEALTH DISTRICT OF NORTHERN LARIMER COUNTY**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**LOVELAND RURAL FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**PINEWOOD SPRINGS FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**GLACIER VIEW FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**RED FEATHER LAKES FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**WELLINGTON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**HEALTH DISTRICT OF NORTHERN LARIMER COUNTY**

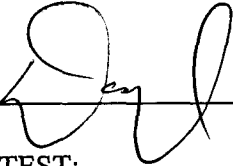
By Joe D. Henderson

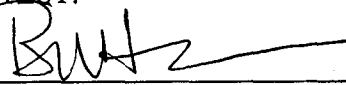
ATTEST:

Nancy Stirling

Date: 12/12/08

**LYONS FIRE PROTECTION DISTRICT**

By 

ATTEST:  


Date: 4/17/2009

**THOMPSON VALLEY HEALTH SERVICES DISTRICT**

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Date: \_\_\_\_\_

**POUDRE CANYON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Date: \_\_\_\_\_

**PARK HOSPITAL DISTRICT**

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Date: \_\_\_\_\_

**WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Date: \_\_\_\_\_

**JOHNSTOWN FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Date: \_\_\_\_\_

**LYONS FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**POUDRE CANYON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**THOMPSON VALLEY HEALTH SERVICES DISTRICT**

By Eldon M. Hughes

ATTEST:

Randy L. L.

Date: 11-20-08

**PARK HOSPITAL DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**JOHNSTOWN FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**LYONS FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**POUDRE CANYON FIRE PROTECTION DISTRICT**

By *Bette Blende*

ATTEST:

*Terry A. Vander*

Date: *12-16-08*

**My Commission Expires Sept. 1, 2010**

**WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**THOMPSON VALLEY HEALTH SERVICES DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**PARK HOSPITAL DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**JOHNSTOWN FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**LYONS FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**POUDRE CANYON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**THOMPSON VALLEY HEALTH SERVICES DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**PARK HOSPITAL DISTRICT**

By  \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**JOHNSTOWN FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**LYONS FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**POUDRE CANYON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT**

By John T. Beumann

ATTEST: [Signature]

Date: 11-20-08

**THOMPSON VALLEY HEALTH SERVICES DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**PARK HOSPITAL DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**JOHNSTOWN FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**LYONS FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**POUDRE CANYON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**THOMPSON VALLEY HEALTH SERVICES DISTRICT**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**PARK HOSPITAL DISTRICT**

By \_\_\_\_\_

ATTEST:

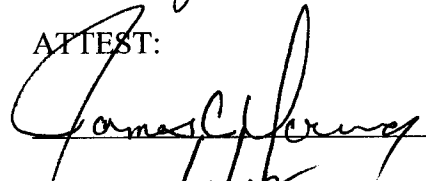
\_\_\_\_\_

Date: \_\_\_\_\_

**JOHNSTOWN FIRE PROTECTION DISTRICT**

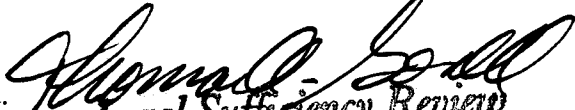
By \_\_\_\_\_ 

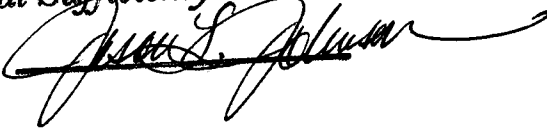
ATTEST:

 \_\_\_\_\_

Date: 12/9/08

**COLORADO STATE UNIVERSITY**

By:   
Legal Sufficiency Review

ATTEST: By: 

\_\_\_\_\_  
Date: 3-27-09