

RESOLUTION 2016-022  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT  
REGARDING PHASE I (DEVELOPMENT) OF A MULTI-PHASE PLAN FOR AN  
INSTREAM FLOW AUGMENTATION PLAN ON THE CACHE LA POUFRE RIVER

WHEREAS, the Cache la Poudre River ("Poudre River") flows through Fort Collins and is a significant amenity to the City and its citizens; and

WHEREAS, the Poudre River is the source of water supply for numerous water users, including the City, such that the majority of flows in the Poudre River are diverted into canals, ditches, pipelines, reservoirs, and other waterworks; and

WHEREAS, such diversions reduce the flows of water through Fort Collins, which has various adverse ecological, environmental, recreational, sociological, and other impacts; and

WHEREAS, the City desires to enhance Poudre River flows through Fort Collins within the existing legal context, including, but not limited to, the prior appropriation doctrine; and

WHEREAS, the City has actively participated in the Poudre Runs Through It Study/Action Work Group ("PRTI"), a group of community water leaders convened by the Colorado State University's Colorado Water Institute for the purpose of exploring options to improve the Poudre River as a healthy, working river; and

WHEREAS, the PTRI's FLOWS committee ("FLOWS Committee") was formed thereafter from members of the PRTI, including: the City; the Cache la Poudre Water Users Association, a Colorado non-profit corporation; the Colorado Water Trust, a Colorado non-profit organization; the City of Greeley, a home rule municipality; the Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado, acting by and through its Northern Integrated Supply Project Water Activity Enterprise, a government-owned business; and other water users and interested persons (together "Parties"); and

WHEREAS, the FLOWS Committee was tasked with exploring options to improve river flows in the Poudre River, particularly downstream of the canyon mouth, and at times when flows would improve the ecological health of the river, while recognizing and honoring existing adjudicated water rights and existing exchanges on the Poudre River; and

WHEREAS, as part of this effort, the FLOWS Committee developed the idea of an augmentation plan for instream flow purposes ("ISF Augmentation Plan") to enhance and protect additional flows in portions of the Poudre River without adversely impacting or injuring existing adjudicated water rights and existing exchanges; and

WHEREAS, the Parties plan to proceed with the initial Phase I of what is contemplated to be a multi-phase plan to develop and implement the ISF Augmentation Plan within some yet-to-be determined reach of the Poudre River; and

WHEREAS, the Parties have negotiated an Agreement for Phase I of the multi-phase plan, a copy of which is attached as Exhibit "A"; and

WHEREAS, other water users and interested entities have expressed interest in contributing to the ISF Augmentation Plan and may desire to participate in the effort by joining the Agreement for Phase I of the multi-phase plan at a later date, which would be to the overall benefit of the City and the Poudre River; and

WHEREAS, the Agreement calls for the City to contribute \$20,000 towards Phase I, which amount has been appropriated for 2016 for instream flow related efforts; and

WHEREAS, proceeding with Phase I will benefit the City and its citizens because it will further the goal of preserving and improving the ecological, environmental, recreational, sociological, and other resources benefitted by Poudre River flows; and

WHEREAS, the City's execution of the Agreement is not intended to express support for the proposed Northern Integrated Supply Project ("NISP") or to change the City's position with respect to NISP, and the City is not hereby altering or amending its comments on the NISP draft and supplemental draft environmental impact statements, which comments were submitted pursuant to Resolution 2008-002 and Resolution 2015-082.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Manager is hereby authorized to execute an Agreement substantially in the form of Exhibit "A", with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 3. That the City Manager is hereby authorized to execute amendments to such Agreement as may be necessary to effectuate the purposes of this Resolution including, but not limited to, adding additional water users and interested entities to the Agreement.

Passed and adopted on at a regular meeting of the Council of the City of Fort Collins this 1st day of March, A.D. 2016.

  
Mayor

ATTEST:

W Winkelman  
City Clerk



**AGREEMENT REGARDING PHASE I (DEVELOPMENT) OF A MULTI-PHASE PLAN FOR  
AN INSTREAM FLOW AUGMENTATION PLAN ON THE CACHE LA POUDDRE RIVER**

This Agreement is entered into by and between the following Parties: the Cache la Poudre Water Users Association, a Colorado non-profit corporation ("Association"); the City of Fort Collins, Colorado, a home rule municipality ("Fort Collins"); the Colorado Water Trust, a Colorado non-profit organization ("Water Trust"); the Northern Colorado Water Conservancy District (a quasi-municipal entity and political subdivision of the State of Colorado), acting by and through its Northern Integrated Supply Project Water Activity Enterprise (a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq.) ("Northern Water"); and the City of Greeley, Colorado, a home rule municipality ("Greeley").

**RECITALS**

A. The Poudre Runs Through It Study/Action Work Group ("PRTI") is a group of community water leaders convened by the Colorado State University's Colorado Water Institute for the purpose of exploring options to improve the Cache La Poudre River ("Poudre River") as a healthy, working river. From time-to-time the PRTI establishes informal initiative-specific committees to advance concepts or actions supported by PRTI.

B. The PRTI's FLOWS committee ("FLOWS Committee") was formed thereafter from members of the PRTI and was tasked with exploring options to improve river flows in the Poudre River, particularly downstream of the canyon mouth, and at times when flows would improve the ecological health of the river, while recognizing and honoring existing adjudicated water rights and existing exchanges, on the Poudre River. The Parties are all participants in the FLOWS Committee.

C. As part of this effort, the FLOWS Committee developed the idea of an augmentation plan for instream flow purposes ("ISF Augmentation Plan") as an innovative, market-driven approach to increase and protect additional flows in portions of the Poudre River without adversely impacting or injuring existing adjudicated water rights and existing exchanges.

D. The FLOWS Committee has vetted the ISF Augmentation Plan concept with the Colorado Water Conservation Board and the Division Engineer for Water Division 1 and has been encouraged by the response.

E. Accordingly, the Parties have agreed to proceed with the initial phase of what is contemplated to be a multi-phase plan to develop and implement the ISF Augmentation Plan within some yet-to-be determined reach of the Poudre River. At this point, the multi-phase plan itself is in development, but may be generally summarized as follows:

Phase I (Development) generally concerns various initial and preliminary tasks needed to develop the ISF Augmentation Plan such that its formal approval can subsequently be sought. Phase I tasks include, but are not necessarily limited to: the

organization of the Parties for the purposes of pursuing Phase I, as set forth herein; various engineering, feasibility, and other analyses of the ISF Augmentation Plan; and the preparation of an application requesting approval of the ISF Augmentation Plan to be filed in the District Court for Water Division 1 ("Water Court").

Phase II (Approval and Formation) is currently contemplated to generally concern the tasks needed to acquire formal approval of the ISF Augmentation Plan and to create a permanent organizational structure for the administration and operation of the ISF Augmentation Plan such that it can be implemented. Nothing in this Agreement is intended to concern Phase II and nothing herein shall be interpreted to affect Phase II in any way.

Phase III (Implementation) is currently contemplated to generally concern the tasks needed to implement the approved ISF Augmentation Plan. Nothing in this Agreement is intended to concern Phase III and nothing herein shall be interpreted to affect Phase III in any way.

### **AGREEMENT AND UNDERSTANDING**

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.
2. **PURPOSES AND OBJECTIVES.**
  - a. **THIS AGREEMENT.** The purposes and objectives of this Agreement are to establish an organizational structure for the Parties such that the various Phase I tasks can be completed in an organized and timely manner. It is the intent of the Parties that the organizational structure of the Parties set forth herein will be either: terminated and replaced by a new or modified organizational structure to be set forth in a new agreement regarding Phase II or modified phase of the multi-phase plan, or terminated pursuant to the terms and conditions of this Agreement, namely, those set forth in Paragraph 6.
  - b. **THE ISF AUGMENTATION PLAN.** The Parties agree to the following conceptual description of the ISF Augmentation Plan that is to be developed and implemented under the multi-phase plan described above, of which Phase I is a part. The ISF Augmentation Plan will provide for the introduction of additional flows into the Poudre River that will be legally protected from diversion (including, but not limited to, diversions under other augmentation plans and substitutions and exchanges) within a designated reach or reaches of the Poudre River downstream of the canyon mouth. It is anticipated that such additional flows will be primarily in the form of water attributable to water rights that can be used in the ISF Augmentation Plan. It is further anticipated that the ISF Augmentation Plan will provide for the reuse and/or successive use of such additional flows, to the extent allowed by law, after

such water has flowed through the reach(es) as defined in the ISF Augmentation Plan. The ISF Augmentation Plan will include a mechanism by which additional flows not identified in the decree can be added to the ISF Augmentation Plan for temporary or permanent use, with or without compensation to the owner of the rights to such additional flows. The ISF Augmentation Plan will be crafted so as to not: (1) adversely impact or injure existing water rights or existing exchanges within the reach, (2) make the operation of such existing water rights and existing exchanges more risky or uncertain or more materially difficult, or (3) adversely impact existing ditch and reservoir diversions or operations. Details regarding the implementation and management of the ISF Augmentation Plan will be determined in Phase II.

**3. ORGANIZATIONAL STRUCTURE FOR PHASE I.**

a. **COMMITTEE.** For the purposes of Phase I, the Parties have agreed that no separate entity will be formed. The Parties will instead meet, discuss, and confer with respect to Phase I through an advisory committee ("Committee") as set forth in this Paragraph 3.a.

i. **Members.** Each Party shall designate one (1) person, and may designate one (1) alternate, to be the Party's representative on the Committee. It is the intent of the Parties that each member of the Committee will: (a) represent its Party on the Committee including, but not limited to, communicating the Party's perspectives and positions on the issues and report to the Committee on the status of tasks associated with Phase I; (b) communicate and work with its Party on the work of the Committee and the tasks associated with Phase I; and (c) take other actions on behalf of its Party in furtherance of Phase I as set forth herein.

The following are the Parties' initial Committee members:

	<u>Member</u>	<u>Alternate</u>
Association:	Dan Brown	none
Fort Collins:	John Stokes	_____
Northern Water:	Brad Wind	_____
Water Trust:	Zach Smith	_____
Greeley:	Jennifer Petrzelka	_____

Each Party shall be entitled, at its sole discretion, to change its member and alternate on the Committee, provided that the Party provides prompt notice of the same to the other Parties.

ii. **Charge.** The Committee is charged with meeting, discussing, and conferring regarding Phase I including, but not limited to, the

following: (a) the engineering, feasibility, and other analyses to be performed for Phase I including, but not necessarily limited to, the types of such analyses to be performed and whether to retain consultants to perform such analyses; (b) fundraising activities including, but not necessarily limited to, whether and how to pursue certain grants; (c) expenditures of money in the Account, as defined in Paragraph 3.b.i; (d) publicity of Phase I; and (e) the various other actions and tasks to be taken in order to complete Phase I.

- iii. **Action.** For any action to be taken in furtherance of Phase I, the decision must be unanimous with the appropriate actions to be taken by each Party pursuant to the agreed-upon action.
- iv. **Meetings.** The Committee will schedule monthly meetings, but said meeting may occur more frequently or less frequently as the Parties determine to be prudent. The Parties shall agree on a time and place of meetings that is convenient and practical for all Parties. The Water Trust shall circulate a financial report pursuant to Paragraph 3.b.ii at least one (1) week in advance of the meetings, unless otherwise agreed to by the Parties. The Water Trust shall take action minutes of all meetings identifying: (a) the Committee members and other attendees and (b) any and all decisions made and actions taken by the Parties. The draft action minutes taken by the Water Trust shall be circulated to the Committee following the meeting for approval and any comments or corrections. The Parties may coordinate to take more detailed minutes, in addition to the action minutes to be taken by the Water Trust. Meetings shall be open to representatives of the Parties, in addition to the members of the Committee. The Parties may collectively determine if persons other than representatives of the Parties may attend any meeting(s).
- v. **Legal Counsel.** The Committee shall not retain legal counsel on its own behalf. Nothing in this Agreement shall, however, preclude an individual Party from retaining its own legal counsel regarding this matter and, in its sole discretion, communicating with the Committee and other Parties on this matter. Each Party shall incur its own respective attorney fees with respect to this matter. The Committee may, however, determine to pay a portion of the legal fees incurred by individual Parties in performing tasks related to Phase I of the ISF Augmentation Plan (e.g. application drafting and review). The preparation of a Water Court application for Phase I is addressed in Paragraph 5 below.
- vi. **Consultants.** The Committee shall not retain consultants on its own behalf, but may determine to pay consultant fees incurred by individual Parties in performing tasks related to Phase I of the ISF

Augmentation Plan. Upon agreement of the Parties, the Water Trust may retain consultants with respect to Phase I; provided that the Water Trust shares any and all information provided by the consultants with each of the other Parties, including providing copies of any and all documents upon request; and provided further that the Water Trust expressly identifies in its contract with the consultants each of the other Parties as third-party beneficiaries with the right to enforce. Nothing in this Agreement shall, however, preclude the Parties from retaining consultants collectively, upon agreement of the Parties.

- b. **WATER TRUST AS FISCAL AGENT.** The Water Trust shall act as the fiscal agent of the Parties for the purposes of this Agreement, as set forth in this Paragraph 3.b.
  - i. **Water Trust to Hold Monies for Phase I.** The Water Trust shall hold all monetary resources for Phase I in an account with a financial institution that is acceptable to the Parties ("Account"). The monetary resources for Phase I shall not be intermingled with any other funds or monetary resources, which may be accomplished either by the use of a separate account with a financial institution or by accounting for the monetary resources for Phase I as being separate funds. No money in the Account shall be spent by the Water Trust except as expressly authorized by the Parties to do so pursuant to Paragraph 3.a.iii.
  - ii. **Reporting.** The Water Trust shall provide a financial report, in writing, to the Committee at its meetings including, but not necessarily limited to, the Account balance, anticipated expenditures and withdrawals, and anticipated revenues. In addition, the Water Trust shall provide to any Party any documents or other information regarding the Account upon request.
  - iii. **Debt.** The Water Trust shall not incur any debt associated with the Account and shall ensure that expenditures and commitments do not exceed the balance for the Account.
  - iv. **Unused Funds.** If, upon termination of this Agreement pursuant to Paragraph 6.b, there are monetary funds that have not been spent, are not required to be returned to the granting entity pursuant to that grant's agreement, and are not needed to pay any outstanding obligations, the Parties shall confer regarding how such funds may be used and/or refunded.
- c. **REIMBURSEMENT TO WATER TRUST.** The Parties agree that, due to its unique position among the Parties, the Water Trust may request that it be



reimbursed from the Account for its time and resources spent on Phase I. Such requests shall be in the form of detailed invoices provided to the other Parties, which shall include, among other relevant information as may be requested by the other Parties from time to time, a specification of: (a) the costs incurred by the Water Trust that are claimed; (b) the hours spent by Water Trust staff on Phase I; (c) the rate(s) claimed for Water Trust staff; and (d) a description of the associated task so claimed by the Water Trust. Subject to prior review and approval of the invoices by the other Parties, the Water Trust shall be entitled to reasonable compensation from the Account to the extent that there are funds in the account that can be lawfully used to reimburse the Water Trust. Any and all payments to the Water Trust shall be made pursuant to Paragraph 3.b. The Parties expressly acknowledge that, due to its unique position among the Parties, the role of the Water Trust in the forthcoming organization structure(s) for Phases II and III will be a matter for discussion.

#### 4. **MONETARY RESOURCES FOR PHASE I.**

- a. **MONETARY CONTRIBUTIONS BY THE PARTIES.** The monetary resources for Phase I will include monetary contributions from one or more of the Parties.
  - i. **Initial Contributions.** Fort Collins hereby agrees to provide twenty thousand dollars (\$20,000) to the Water Trust for the purposes of this Agreement. Northern Water hereby agrees to provide twenty thousand dollars (\$20,000) to the Water Trust for the purposes of this Agreement. Greeley hereby agrees to provide twenty thousand dollars (\$20,000.00) to the Water Trust for the purposes of this Agreement.
  - ii. **Subsequent Contributions.** The Parties may further contribute additional funds to the Water Trust for the purposes of this Agreement. Any Party making such a contribution shall notify the other Parties of such contribution.
  - iii. **No Ongoing Financial Obligations.** The monetary contributions under this Paragraph 4.a are voluntary and, upon making such contributions, the contributing Party shall have no ongoing obligations except as expressly set forth herein.
- b. **FUNDRAISING/MONETARY CONTRIBUTIONS BY NON-PARTIES.** The Parties intend to seek additional monetary resources for Phase I through various fundraising activities including, but not necessarily limited to, seeking grants. The Parties shall pursue such activities pursuant to direction from the Committee.

- c. **NON-MONETARY CONTRIBUTIONS BY THE PARTIES.** Nothing herein shall preclude the Parties from contributing non-monetary resources for Phase I.

5. **WATER COURT APPLICATION.** One of the tasks for Phase I is anticipated to be the preparation of a draft Water Court application requesting approval for the ISF Augmentation Plan. As stated in Paragraph 3.a.v, the Committee will not have its own attorney. The Parties will instead work together, including through their own respective attorney(s), to prepare a draft application. The Committee may, however, determine to pay a portion of the legal fees incurred by individual Parties related to the preparation and drafting of the application. The Parties agree to work together to keep such draft application(s) confidential, to the extent allowed by law, unless and until the Parties agree to provide such draft application(s) to others for their information, review, and/or comment. The Parties agree to review the need for subsequent agreements regarding the common interests of the Parties and to the extent legally permissible and mutually agreed, to keep confidential all information and documentation related to the Water Court application and related process as Phase I proceeds.

6. **TERM, TERMINATION, AND WITHDRAWAL.**

- a. **TERM.** This Agreement shall remain in effect for one (1) calendar year from the last date it is signed by the Parties, unless it is terminated before then pursuant to this Paragraph 6. This Agreement shall be automatically renewed for additional one (1) year period(s), but not to exceed three (3) years in total, unless terminated pursuant to this Paragraph 6.
- b. **TERMINATION.** This Agreement shall terminate automatically upon the expiration of its term, as the same may be extended, as set forth in Paragraph 6.a. This Agreement shall also terminate if Parties withdraw pursuant to Paragraph 6.c such that there is only one Party remaining.
- c. **WITHDRAWAL.** Each Party, in its sole discretion, shall be entitled to withdraw from this Agreement upon written notice to the remaining Parties. A Party's withdrawal from this Agreement shall not preclude the Party from being able to participate in subsequent phases of the multi-phase plan to develop and implement the ISF Augmentation Plan.
  - i. **Withdrawal by the Association, Fort Collins, Northern Water, or Greeley.** If the Association, Fort Collins, Northern Water, or Greeley withdraws from this Agreement, the following terms and conditions shall apply. Said Parties shall not be entitled to reimbursement for any funds provided to the Water Trust for the purposes of this Agreement pursuant to Paragraph 3.c. Said Parties shall be entitled to retain any information acquired pursuant to this Agreement. Said withdrawal shall not affect said Parties' rights to enforce other contracts or agreements with the Parties and with respect to Phase I including, but not limited to, agreements pursuant to Paragraph 3.a.vi.

Upon withdrawal said Parties shall have no further liability or obligations hereunder.

- ii. **Withdrawal by the Water Trust.** If the Water Trust withdraws from this Agreement, the following terms and conditions shall apply. The Water Trust shall return any funds provided to the Water Trust for the purposes of this Agreement pursuant to Paragraph 3.c to the extent that such funds are not needed to meet existing obligations to consultants. The Water Trust shall continue to be responsible for any and all consultants it has retained pursuant to Paragraph 3.a.vi. The Water Trust shall be entitled to retain any information acquired pursuant to this Agreement. Said withdrawal shall not affect the Water Trust's ongoing obligations with respect to Phase I including, but not limited to, agreements pursuant to Paragraph 3.a.vi.

7. **REMEDIES.** Withdrawal pursuant to Paragraph 6.c and specific performance of the provisions of this Agreement shall be the exclusive remedy for any breach of this Agreement.

8. **FISCAL CONTINGENCY.** Notwithstanding any other provision of this Agreement to the contrary, the obligations of Fort Collins, Northern Water, and Greeley ("Public Entity" in this paragraph) in fiscal years after the fiscal year of this Agreement shall be subject to appropriation of funds sufficient and intended therefor, with the Public Entity having the sole discretion to determine whether the subject funds are sufficient and intended for use under this Agreement, and the failure of the Public Entity to appropriate such funds shall be grounds for the Public Entity to withdraw from this Agreement pursuant to Paragraph 6.c.

9. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

10. **GOVERNING LAW AND ENFORCEABILITY.** This Agreement shall be construed in accordance with the laws of the State of Colorado. The Parties recognize that the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, as well as the Parties respective bylaws, city charters and codes, and rules and regulations, impose certain legal constraints on each Party and that the Parties intend to carry out the terms and conditions of this Agreement subject to those constraints. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

11. **WAIVER.** A waiver of a breach of any of the provisions of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision of this Agreement. Nothing in this Agreement shall be construed as any waiver of governmental

immunity of the Parties who are governments or any other governmental provisions of State law.

12. **NOTICES.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or after the lapse of five (5) business days following mailing by certified mail-return receipt requested, postage prepaid, addressed as follows:

To Association: Fischer, Brown, Bartlett & Gunn, P.C.  
1319 East Prospect Rd.  
Fort Collins, CO 80525  
[danbrown@fbgpc.com](mailto:danbrown@fbgpc.com)

To Fort Collins: City Manager  
City Hall West  
300 LaPorte Avenue; P.O. Box 580  
Fort Collins, Colorado 80522-0580

With copy to: Fort Collins City Attorney  
300 LaPorte Avenue; P.O. Box 580  
Fort Collins, Colorado 80522-0580  
[epotyondy@fcgov.com](mailto:epotyondy@fcgov.com)

and: Fort Collins Utilities  
Attn: Water Resources Manager  
700 Wood Street P.O. Box 580  
Fort Collins, Colorado 80522-0580

and: Natural Areas Department  
745 Hoffman Mill Road  
Fort Collins, Colorado 80524  
[jstokes@fcgov.com](mailto:jstokes@fcgov.com); [dfiggs@fcgov.com](mailto:dfiggs@fcgov.com)

To Water Trust: Staff Attorney  
1420 Ogden Street, Suite A2  
Denver, Colorado 80218

To Northern Water: General Manager  
220 Water Avenue  
Berthoud, Colorado 80513

To Greeley: Greeley Water and Sewer Department  
Attn: Deputy Director of Water Resources  
1100 10<sup>th</sup> Street, Suite 300  
Greeley, Colorado 80631

With copy to:

Greeley City Attorney's Office  
Attn: Environmental and Water Resources  
1100 10<sup>th</sup> Street, Suite 401  
Greeley, Colorado 80631  
daniel.biwer@greeleygov.com

13. **CONSTRUCTION.** This Agreement shall be construed according to its fair meaning as it was prepared by the Parties. Headings in this Agreement are for convenience and reference only and shall in no way define, limit, or prescribe the scope or intent of any provision of this Agreement.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties regarding the matters addressed herein. This Agreement binds and benefits the Parties and their respective successors. Covenants or representations not contained in this Agreement regarding the matters addressed herein shall not bind the Parties.

15. **REPRESENTATIONS.** Each Party represents to the other parties that it has the power and authority to enter into this Agreement and the individual signing below on behalf of that Party has the authority to execute this Agreement on its behalf and legally bind that Party.

16. **ASSIGNMENT.** No Party may assign any rights or delegate any duties under this Agreement without the written consent of all other Parties.

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**CACHE LA POUFRE WATER USERS  
ASSOCIATION, a Colorado non-profit  
corporation**

By: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

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**Colorado Water Trust, a Colorado non-profit organization**

By: \_\_\_\_\_  
Amy Beatie, Executive Director

ATTEST:

By: \_\_\_\_\_

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**CITY OF FORT COLLINS, COLORADO, a  
Colorado home rule city**

By: \_\_\_\_\_  
Darin A. Atteberry, City Manager

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
City Attorney's Office

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**NORTHERN COLORADO WATER  
CONSERVANCY DISTRICT, a political  
subdivision of the State of Colorado**

By: \_\_\_\_\_  
Eric Wilkinson, General Manger

ATTEST:

By: \_\_\_\_\_

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**CITY OF GREELEY, COLORADO, a home rule  
municipality**

By: \_\_\_\_\_  
Tom Norton, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Betsy Holder, City Clerk

**AS TO SUBSTANCE:**

By: \_\_\_\_\_  
Roy Otto, City Manager

**AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Doug Marek, City Attorney

**AS TO AVAILABILITY OF FUNDS:**

By: \_\_\_\_\_  
Victoria Runkle, Director of Finance

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