

CITY OF LONGMONT / NEXTLIGHT FIBER USE LICENSE INTERGOVERNMENTAL  
AGREEMENT WITH BOULDER COUNTY

This Fiber Use Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Boulder County, a body corporate and politic, P.O. Box 471, Boulder, CO, 80306 (“Licensee”) and the City of Longmont, a Colorado municipal corporation acting on behalf of NextLight, its Telecommunications Utility Enterprise (“Licensor”). Licensee and Licensor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

Licensor owns certain fiber optic facilities, including a fiber backbone and existing laterals, on its metropolitan area fiber optic communications network (“Licensor’s Facilities”) and desires to license certain available capacity to the Licensee to enhance utilization and to obtain additional revenues; and

Licensee desires to expand its communications capabilities, and in the interests of convenience and efficiency, Licensee finds that it is prudent and economical to use space and capacity in existing facilities rather than to install duplicate facilities; and

Licensee’s use of the Licensor’s Facilities will provide a substantial public benefit in the City of Longmont because Licensee is a non-profit government agency providing critical services to the entire community including: Health Services; Clerk & Recorder; District Attorney; Community Services; and Parks & Open Space, among others, with Licensor’s Facilities utilized under this Agreement enabling connectivity between all Boulder County offices in Longmont and available tie-in to Boulder County offices in Boulder; and

Licensor and Licensee have been parties to an Intergovernmental Agreement since 2003 for the use of Licensor’s fibers and believe that the interests of the public and the parties will be well served by entering this similar Agreement for a new Term for the continued use of a portion of Licensor’s available fiber optic capacity in accordance with the terms and conditions contained herein and that such use will provide a substantial public benefit.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, the parties agree as follows:

**Article 1. Incorporation of Recitals**

The above reference recitals are incorporated in this Agreement as if fully set forth herein.

**Article 2. Grant of License**

2.1 Licensor hereby grants to Licensee an exclusive license to use fibers along Licensor’s Facilities (the “Licensed Fibers”), as identified on the attached Exhibit A, incorporated by

this reference. The Licensor retains the right to use and otherwise license additional fibers along the Licensor's fiber optic network. No use of Licensor's Facilities nor payment of any charges required under this License shall create or vest in Licensee any easements or other ownership of property rights of any nature in the Licensed Fibers or in Licensor's Facilities. Licensee shall not allow use of the Licensed Fibers by, or provide communications on Licensed Fibers to, any third party that provides energy or communication related services.

- 2.2 Technical Specifications: A detailed specification of the Licensed Fibers is contained in Exhibit B, incorporated herein.
- 2.3 Testing and Acceptance of Licensed Fibers: Licensor has performed acceptance tests to ensure that the Licensed Fibers meet the technical specifications described in Exhibit B. Licensor shall provide Licensee with written results of such tests and Licensee shall be deemed to have accepted the Licensed Fibers ten days after receipt of the test results (the "Acceptance Date") unless it notifies Licensor in writing within such ten day period that it does not accept the Licensed Fibers. In such event, Licensor shall repair or substitute fibers that meet the required tests and specifications and provide written notice of such repair or substitution and the Acceptance Date shall be ten days after Licensee's receipt of such notice.
- 2.4 Splice Access Points: Licensee shall have the right to access the Licensed Fibers at the access points ("Splice Access Points") shown on Exhibit C. If additional Splice Access Points are required after initial installation, Licensee may request the right to build and maintain them at Licensee's sole cost, and the parties shall revise Exhibit C accordingly. Licensee is required to provide seventy-two (72) hours advance notice to Licensor prior to accessing the Splice Access Points. At splice location(s) where Licensor is accessing the fiber and possible disruption of service may occur, Licensor will provide seventy-two (72) hours notice to Licensee prior to accessing the site(s).
- 2.4.1 Contractors: Licensee shall supervise its contractors ("Licensee's Contractors" or "Contractors") in performing work regarding Licensee's connection to the Licensed Fibers. Each Contractor performing such work shall be an individual or firm approved in writing by Licensor. Approval of Licensee's Contractors shall be valid until and unless retracted by Licensor. Licensee shall provide Licensee's Contractors with a copy of Licensor's approved specifications that shall be strictly followed by Licensee's Contractors in the performance of any work on the Licensor's Facilities. All costs of Licensee's connection to any of the Licensed Fibers including splicing, placing of manholes/handholes, etc. shall be paid by Licensee. Licensor shall have the right to review work done for connection to Licensed Fibers. If defects or damage are found due to Licensee's Contractors, the Licensee shall be held liable for all costs to correct damage or unsuitable work. Licensee's Contractors are not to be considered an agent of Licensor, nor under the control and/or direction of Licensor.

**Article 3. Term**

- 3.1 The term of this Agreement and licenses granted herein shall be twenty (20) years from the date of the execution of this Agreement. The parties agree to negotiate in good faith for a new agreement upon mutually acceptable terms before the end of this term.
- 3.2 Immediately upon termination of this Agreement by the expiration of the term hereof or otherwise, Licensee shall peaceably quit and surrender the Licensed Fibers, as defined herein, to Licensor in their original condition, reasonable wear and tear excepted.

**Article 4. Compensation**

- 4.1 License Fee: Licensee shall pay to Licensor for use of the Licensed Fibers a license fee based upon fiber miles per year, as provided below.
  - 4.1.1 For 2023, the annual fee shall be \$17,617.86 (seventeen thousand six hundred seventeen dollars and eighty six cents). The fee is calculated by the lease of two ring fibers at an individual fiber cost of \$412.29 (dollars) per fiber/mile/year, with a total ring distance of seventeen miles, plus a flat fee of \$3600.00 for the laterals. For 2023, fees will be prorated based upon the Acceptance date and are due and payable within 30 days of the Acceptance date. The first year's fees shall be prorated from the Acceptance Date to December 31, 2023. Such fee shall be prorated for the months remaining in the year as of the effective date of this Agreement paid in advance upon full execution of this Agreement
  - 4.1.2 After 2023, fees shall be paid annually, in advance, for each calendar year on or before January 1<sup>st</sup> for that year.
  - 4.1.3 In the event of termination of this Agreement by the expiration of the term hereof or otherwise, Licensee shall pay a prorated portion of the fees due for the calendar year until the date of such termination. Any excess fees previously paid to Licensor shall be refunded to Licensee upon termination, less any set-off for damages to the Licensed Fibers, Licensee's Laterals or unpaid fees and charges.
  - 4.1.4 The annual fee for the Licensed Fibers will escalate based on the Denver-Aurora-Lakewood Consumer Price Index (CPI) as published by the U.S. Department of Labor's Bureau of Labor Statistics, not to exceed 3% increase per year, but in no event shall the fee be less than the prior year's fee. The cost for laterals is fixed for the Term of this agreement and does not escalate.
  - 4.1.5 Licensee is responsible for all then current one-time set up fees in the event Licensee requires additional fibers not reflected in Exhibit F. In the event Licensee so requires, the parties may execute a new Exhibit F to replace the existing Exhibit F, without requiring a full amendment hereto.

- 4.1.6 Licensor's use of existing laterals, as set forth in Exhibits F and C, incurs an additional license fee at the same rate based upon fiber miles per year and on the same terms as set forth herein for the Licensed Fibers. Such fee is included in the total set forth in paragraph 4.1.1. In the event Licensee requires additional laterals during the Term, the new fee will be provided by invoice to Licensee, and shall not require an amendment to this Agreement.
- 4.2 Splice Access Points: Licensee will be responsible for all cost of material and installation of future Splice Access Points not listed on Exhibit C. At such time that installation is complete, Licensee shall give sole ownership of such Splice Access Point, including but not limited to hand holes, splice enclosures and fiber termination panels, to Licensor free and clear of all encumbrances and liens. Licensee shall cooperate with Licensor in preparing and signing all documents necessary to effectuate such conveyance, and the Parties will update Exhibit C. Such update shall not require an amendment to this Agreement.
- 4.3 Licensee's Laterals: Licensee shall at its own cost and expense construct or cause to be constructed the laterals ("Licensee's Laterals") from the Splice Access Points to its fiber termination panel at Licensee's buildings or facilities to be connected to the Licensed Fibers as shown on Exhibit D. The fiber termination points shall be Licensor's points of presence ("Points of Presence"). Licensor shall review and accept final design prior to any construction. During construction Licensor shall have inspection authority. If Licensor deems construction is not meeting design or specification requirements, construction will halt until agreement between Licensor and Licensee is reached. Upon completion of construction of Licensee's Laterals, Licensee shall perform acceptance tests to ensure that Licensee's Laterals meet the technical specifications set forth in Exhibit E, and shall provide Licensor copies of the acceptance tests. If Licensee's Laterals fail to meet the specifications, Licensee shall repair or replace the Licensee's Laterals so that they meet the specifications. At such time as they meet the specifications, Licensor shall accept Licensee's Laterals and Licensee shall convey ownership of the Laterals and Access Points to Licensor at no cost to Licensor, and the parties shall execute such documents as are necessary to effectuate such conveyance. Upon conveyance of Licensee's Laterals to Licensor, this License Agreement shall be deemed to include a grant of an exclusive license to Licensee to use the fibers in Licensee's Lateral as indicated in Exhibit D at no additional cost to Licensee. Licensor shall give thirty (30) days written notice to Licensee for access to Licensee's Laterals on Licensee's property for work other than maintenance if access is outside of existing easements or rights of way.
- 4.4 Licensee's Financial Obligations: The provisions of this paragraph 4 notwithstanding, the financial obligations of Licensee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Licensee is prohibited by law from making financial commitments beyond the term of its current fiscal year. Licensee has contracted for goods or services herein described and has reason to believe that sufficient funds will be available for the full term of this Agreement. Where however, for reasons beyond the control of the Licensee, as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Agreement is entered into, Licensee shall have the right to terminate this Agreement upon sixty days prior written notice

to Licensor and be released from any and all obligations hereunder. In such event Licensee's Laterals that have been conveyed to Licensor pursuant to paragraph 4.3 above shall remain the property of Licensor.

**Article 5. Taxes, Licenses, Liens**

- 5.1 During the term hereof, Licensee shall pay, when due, all taxes, including premise or property taxes, sales and use taxes, or any other fees in lieu of taxes assessed pursuant to the use of the Licensed Fibers by Licensee, which are directly assessed on Licensee's activities involving the Licensed Fibers, as well as Licensee's use of Licensor's Facilities. Licensee shall keep Licensor's Facilities and the Licensed Fibers free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Licensed Fibers by Licensee. If Licensee shall fail to pay the above mentioned taxes, assessments, or other fees when due, Licensee shall be deemed to have breached this Agreement and Licensor shall have all remedies available to it, including without limitation the right to pay the same and charge the amount thereof to Licensee, who shall pay the same upon demand, or the right to terminate this Agreement as set forth in Article 11.
- 5.2 Should any such tax or taxes be levied and/or assessed, Licensor shall notify Licensee accordingly as soon as is reasonably practical. Licensor shall also provide Licensee with copies of any and all notices, bills, and other pertinent documentation. Licensee shall, within 45 days of receipt of such written notification(s), pay all such amounts.
- 5.3 Notwithstanding this section, Licensee is a tax-exempt organization and, upon furnishing proof of such status to Licensor, Licensor shall not collect from Licensee any taxes for which Licensee is exempt.

**Article 6. Maintenance**

- 6.1 Licensor shall at all times hereunder, use reasonable efforts to maintain and repair the Licensed Fibers and Licensee's Laterals. Licensee shall cooperate with and assist Licensor in such maintenance as may be reasonably required and requested by Licensor.
- 6.2 Licensee shall pay a proportional share of the maintenance and repair costs, as follows: the total amount of the maintenance and repair costs for Licensor's Facilities and Licensee's Laterals multiplied by a fraction, of which the denominator is the total number of fiber miles of Licensor's Facilities and Licensee's Lateral, and the numerator is the combined fiber miles of the Licensed Fibers and Licensee's Laterals.
- 6.3 Licensee agrees to pay all reasonable costs (time and material) of repair and/or maintenance if the required maintenance and/or maintenance is caused by the Licensee's negligent acts or omissions or improper connection to the Licensed Fibers.
- 6.4 In the event of interruptions longer than 24 hours, Licensor will, as soon as is reasonably possible, provide alternate capacity to Licensee subject to availability within Licensor's

Facilities. The period(s) of any interruption(s) shall be measured from the time Licensor actually receives notice of the interruption to the time the service is restored to the Licensee. If Licensor cannot provide alternate capacity, Licensee shall be entitled to an abatement of its fees to be deducted from the next payment otherwise due under this agreement.

- 6.5 Except in emergency situations, if the Licensor needs to maintain, repair or replace any of the Licensed Fibers to comply with the specifications stipulated in Exhibit B, the Licensor shall notify the Licensee in writing not less than fourteen days prior to the time that the work will take place where the Licensee's use of the Licensed Fibers will be interrupted and the estimated duration of the interruption. In the event of such maintenance, repair or replacement, the interruption shall not be considered an interruption within paragraph 6.4 above. To the extent possible, Licensor and Licensee shall agree upon the times such repair or maintenance will be performed so as not to interfere with Licensee's business, however Licensor retains the right to perform such repair or maintenance on Licensed Fibers upon proper notification to Licensee without a mutual agreement between parties. Licensor agrees to minimize any maintenance-based service interruptions to the greatest extent reasonably possible.
- 6.6 In the event both Licensor's electrical and telecommunication service capacity and Licensee's telecommunications capacity are interrupted, restoration of Licensee's capacity shall be at all times subordinate to restoration of Licensor's electrical and telecommunication capacity, unless otherwise agreed in advance by both parties.

**Article 7. Relocation:**

**7.1 Licensed Fibers**

- 7.1.1 Licensor shall make no changes in the location of the Licensed Fibers without sixty days written notification to Licensee.
- 7.1.2 Notwithstanding the foregoing, if for any reason Licensor is required by any third party including, but not limited to, a governmental entity, to relocate any of the facilities used or required in providing the Licensed Fibers, Licensor shall give Licensee as soon as reasonably possible prior written notice of any such relocation and Licensee shall be entitled to terminate this Agreement, without penalty, by giving at least thirty days prior written notice to Licensor. If Licensee does not so terminate this Agreement, Licensor shall relocate the Licensed Fibers at Licensor's sole cost and expense.
- 7.1.3 During relocation scheduled outages may occur. Licensor shall give Licensee prior written notice of any such outages as soon as reasonably possible. In the event of an outage longer than twenty four hours Licensee shall be entitled to an abatement of its fees to be deducted from the next payment otherwise due under this Agreement. Licensor agrees to minimize any scheduled outages to the greatest extent reasonably possible.

7.2 Splice Access Points and Points of Presence

7.2.1 Licensee shall make no changes in the location or configuration of the Splice Access Points or Points of Presence without the prior written consent and approval of Licensor.

7.2.2 In the event relocation of the Splice Access Points is required by any third party, any governmental agency, or in conjunction with the electric system needs of Licensor, all costs associated with such required relocation of the Splice Access Points which are not paid by a third party shall be the sole responsibility of Licensor. In the event of such relocation requirement, Licensor shall use reasonable efforts to provide alternate locations for the Splice Access Points. Licensor shall give Licensee prior written notice of any such relocation as soon as reasonably possible and Licensee shall be entitled to terminate this Agreement, without penalty, by giving at least thirty (30) days prior written notice to Licensor due to relocation.

7.3 Licensor agrees that any relocation required of the Licensed Fibers or Access Points shall be limited to the shortest practical route reasonably available. After any relocation is completed, Licensee's fee shall be adjusted accordingly with regard to the length of fiber used by Licensee.

**Article 8. Representations and Warranties**

8.1 Licensor represents that, to its knowledge, after due inquiry, it has the right and authority to enter into this Agreement and grant the rights and licenses contained herein.

8.2 Licensee represents that, to its knowledge, after due inquiry, it has all licenses, permits and rights authorizing it to enter into this Agreement.

**Article 9. Assignment and Transfer**

9.1 Unless specifically provided herein, Licensee shall not assign, transfer or sublet any of the privileges described in this Agreement.

**Article 10. Liability**

10.1 Each party assumes responsibility for the actions and omissions of its agents and its employees in the performance or failure to perform work under this Agreement. It is agreed that such liability for actions or omissions of its own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, neither party waives or intends to waive the limitations on liability which are provided to the parties under the Colorado Governmental Immunity Act § 24-10-101 et seq., C.R.S.

**Article 11. Default**

11.1 Subject to Article 13 below, in the event either party shall fail to observe or perform any of the terms and provisions of this Agreement and such failure shall continue for a period of thirty days after receipt of written notice from the non-defaulting party, a default (“Default”) shall have occurred. In such event, the non-defaulting party may terminate this Agreement, provided however, that where such Default cannot reasonably be cured within such thirty day period, and the defaulting party has proceeded promptly to cure the same and is pursuing such cure with diligence, the time for curing such Default shall be extended up to an additional thirty days, for a total of sixty days, as may be necessary under the circumstances to complete such cure.

**Article 12. Termination**

12.1 Licensor may, at its sole discretion, terminate this License upon the conditions set forth below.

12.1.1 Non-Payment: Notwithstanding the provisions of Article 12 above, Licensor in its sole discretion may terminate this Agreement and may repossess the Licensed Fibers and Licensee’s Laterals in the event that the payment or amount for such services is not furnished the Licensor when due as set forth in this Agreement, upon giving fifteen days written notice to the Licensee of the Licensor’s intention to terminate unless full and proper payment is made to the Licensor of all monies due on or before the expiration of the fifteen day period indicated in the notice.

12.1.2 Violation of Law: Notwithstanding the provisions of Article 12 above, Licensor may in its sole discretion terminate this License Agreement, effective immediately, upon the giving of written notice of termination, in the event that the provisions of this agreement or Licensee’s operation under this agreement violate any federal, state, or city law, ordinance rule or regulation.

**Article 13. General Provisions**

13.1 Confidentiality: If either party provides confidential information to the other in writing that is identified as such, the receiving party shall protect the confidential information from disclosure to third parties to the extent allowed by law with the same degree of care afforded its own confidential and proprietary information. Neither party shall, however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute including without limitation the Colorado Open Records Act, is independently developed by the receiving party or which becomes available to the receiving party or which becomes available to the receiving party without known restrictions from a third party.

13.2 Costs: Except as otherwise expressly provided in this Agreement, each party shall bear all of its own attorney’s fees and other expenses related to this Agreement.



- 13.3 No Third Party Beneficiaries: None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Licensor or the Licensee receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- 13.4 No Partnership: The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, Licensor and Licensee.
- 13.5 Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- 13.6 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws.
- 13.7 Severability: In the event any term, covenant or condition of this Agreement, or the application of such term covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms covenants and conditions of this Agreement.
- 13.8 Force Majeure: Neither party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.
- 13.9 Waiver: No delay or omission by either party to exercise any right or power occurring upon non-compliance or failure of performance by the other party shall impair that right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants, conditions or agreements to be performed by the other party shall not be construed to be a general waiver of any such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.
- 13.10 Headings: The Article headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

13.11 Notices: All notices, requests or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be hand-delivered, sent by overnight delivery service, mailed by first-class, registered or certified mail, postage prepaid and return receipt requested, or transmitted by telegram or facsimile, addressed as follows:

Licensor:  
City of Longmont  
1100 South Sherman Street  
Longmont, CO 80501

Licensee:  
Boulder County  
2025 14<sup>th</sup> Street  
Boulder, CO 80302

13.12 No Implied Representations: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

13.13 Integrated Agreement and Amendments: This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The parties shall only amend this Agreement in writing with the proper official signatures attached thereto.

13.14 Status of Licensee: The Licensee shall perform all services under this Agreement as an independent contractor, and not as an agent or employee of the Licensor. No official or employee of Licensor shall supervise the Licensee. The Licensee will exercise no supervision over any employee or official of the Licensor. The Licensee shall not represent that Licensee is an employee or agent of the Licensor in any capacity. The Licensee has no right to Worker's Compensation benefits from the Licensor or its insurance carriers or funds. Licensee shall pay any federal and state income tax on money earned under this Agreement.

Executed as of the date first set forth above.

THE CITY OF LONGMONT,  
a municipal corporation

APPROVED AS TO FORM:

Jaime Roth  
DEPUTY CITY ATTORNEY

July 20, 2023  
DATE

Cristi Campbell  
PROOFREAD

July 20, 2023  
DATE

APPROVED AS TO FORM AND SUBSTANCE:

*Valerie Dodd*

July 21, 2023

\_\_\_\_\_  
ORIGINATING DEPARTMENT

\_\_\_\_\_  
DATE

APPROVED AS TO INSURANCE PROVISIONS:

*Doug Spight*

August 18, 2023

\_\_\_\_\_  
RISK MANAGER

\_\_\_\_\_  
DATE

CA File: 23-002233

BOULDER COUNTY

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

ATTEST:

\_\_\_\_\_

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, and by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal:

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## EXHIBIT LIST

Exhibit A-License Fibers

Exhibit B-Detailed Specifications of Licensed Fibers

Exhibit C-Splice Access Points

Exhibit D-Licensee's Laterals

Exhibit E-Specifications of Licensee's Laterals

Exhibit F-Licensors' Existing Laterals To Be Used By Licensee

## EXHIBIT A- LICENSED FIBER

Licensed fibers include two (2) fibers in the Blue buffer tube of the City of Longmont Backbone. Individual fibers are designed by buffer tube and fiber color and backbone fiber numbers. Licensed fibers are Blue/Green (3) and Blue/Brown (4).

## EXHIBIT B- SPECIFICATIONS AND TEST RESULTS

The Bi-directional average at both 1310nm and 1550nm wavelengths will not exceed the following specifications, as tested by OTDR:

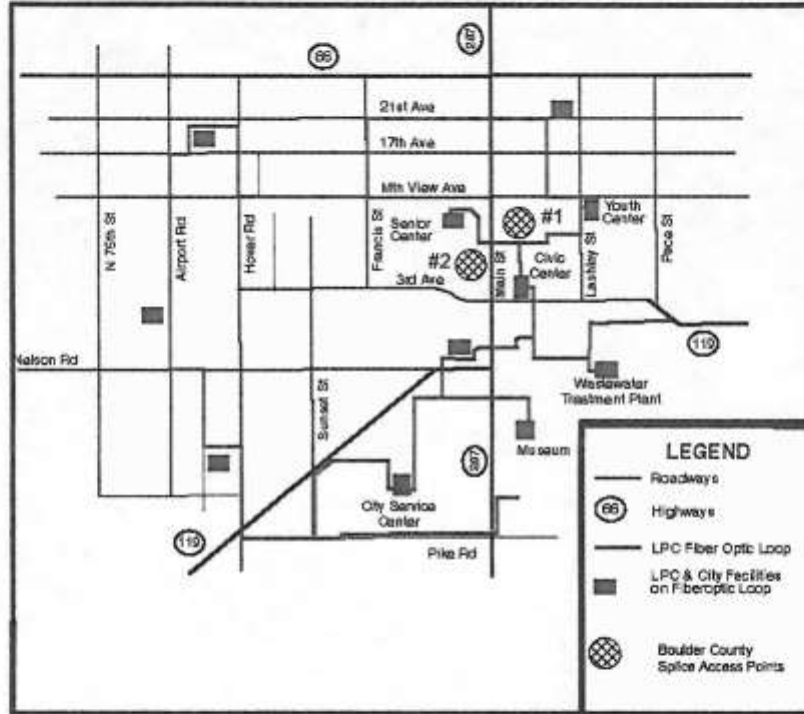
0.5dB/Km of sheath length

0.15 per splice

(New OTDR results to be acquired upon completion of lateral extension)

### EXHIBIT C – ACCESS POINTS

This exhibit will illustrate & list the Splice Access Points covered under this agreement with the Licensee.



#1 Splice access point on 8<sup>th</sup> Ave between Kimbark St and Emery St will serve Fiber Termination Panel in 2<sup>nd</sup> floor Telecom Room of Boulder County Courthouse at 1035 Kimbark St.

#2 Splice access point at East end of Longmont Senior Center will serve Fiber Termination Panel in Main Telecom Room of Boulder County St Vrain Center at 529 Coffman St.



## EXHIBIT D- LICENSEE'S LATERALS

Licensee will arrange construction of Lateral from Licensor's Backbone to the rooms and buildings indicated in Exhibit C. Licensee will submitted as-builts of laterals and test documentation to Licensor when construction is complete.

## EXHIBIT E- SPECIFICATIONS AND TEST RESULTS

The Bi-directional average at both 1310nm and 1550nm wavelengths will not exceed the following specifications, as tested by OTDR:

0.5dB/Km of sheath length

0.15 dB per splice

(New OTDR results to be acquired upon completion of lateral extension)

## EXHIBIT F- LICENSOR'S EXISTING LATERALS

Existing laterals: 4 fiber strands in lateral from 8<sup>th</sup> Ave and Kimbark St to Longmont Senior Center totaling 1.6 fiber miles, if utilized by Boulder County, will be added to total licensed footage. Any additional laterals used in future sites under this agreement will be identified and added to the total licensed footage.

**City of Longmont/NextLight  
Network Services Intergovernmental Agreement with Boulder County**

This Network Services Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between Boulder County, a body corporate and politic, P.O. Box 471, Boulder, CO, 80306 (“Customer”), and the City of Longmont, a Colorado municipal corporation acting on behalf of its Telecommunications Enterprise (“City”) (Customer and City are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

**1 RECITALS:**

- 1.1 City desires to provide, and Customer desires to use, a specific amount of City network service capacity (“Capacity”)
- 1.2 The Parties desire to set forth herein their respective rights and obligations with respect to the provision and use of the Capacity.

**2 CAPACITY:**

- 2.1 Subject to the terms and conditions of this Agreement, City hereby provides to Customer, for its exclusive use, the Capacity set forth on the Broadband Service Request (“Attachment A”), which is attached hereto and made a part hereof.
- 2.2 City will use its best efforts to deliver the Capacity by the estimated delivery date(s) set forth in Attachment A. “Best efforts” means activities and performance consistent with reasonable and prudent industry practice. “Deliver” means the date on which the Capacity is available for use by Customer regardless of whether Customer uses the Capacity. In the event City makes such best efforts, City shall not be liable for any failure to deliver the Capacity by the estimated delivery date(s) set forth on Attachment A.
- 2.3 Customer shall be responsible for obtaining the facilities necessary to connect to the Capacity. Customer shall connect to the Capacity at the demarcation point(s) identified on Attachment A. City and Customer shall jointly agree on the location for such connections within each demarcation point. The connections shall be made by City or a third party on behalf of City.
- 2.4 If City determines that the reason for repair and maintenance is due to Customer-provided facilities or Customer's actions or omissions or the facilities, acts or omissions of any official, employee, volunteer, agent, representative, or contractor of Customer, such as a user of Customer, Customer shall compensate City for the reasonable costs and expenses thereof.

2.5 Upon reasonable notice thereof and without any notice in the event of an emergency, nothing in this Agreement shall prevent City or any third party from taking such actions as are necessary to repair and maintain the facilities by which the Capacity is provided hereunder.

2.6 The Capacity is subject to the rights and obligations of any third party used by City to provide the Capacity.

2.7 City shall ensure that Customer's network operations staff will have access to necessary County equipment located in a controlled access equipment room in the Longmont Civic Center. This access will be provided within four hours of notification by Customer to City in the manner prescribed in Exhibit A, or by such means as the parties shall agree during the Term of this Agreement and any renewals thereof, in a writing signed by the staff indicated in section 9. Representatives of City will meet Customer's authorized staff within four hours of such notification, regardless of time of day or day of week in the event of a service outage. In the event Customer wishes to perform routine maintenance on Customer equipment, a minimum of 24 hours' notice shall be provided to City by Customer, with the maintenance to take place during City's regular business hours. City and Customer network operations staff will work to arrange a kickoff orientation to exchange information and logistics to enable notifications and access within 14 days of the effective date of this Agreement.

### 3 COMPENSATION AND PAYMENTS:

3.1 In consideration of the Capacity provided by City to Customer under this Agreement, Customer agrees to pay to City the fees set forth on Attachment A ("Fees"), plus local, state and federal taxes, if any, for the Capacity, plus any fees assessed as a result of this Agreement under any state or federal universal service fund, such as the Universal Service Fund set forth in section 254 of the Telecommunications Act of 1996. Upon proof of tax exemption status from Customer, City will not charge Customer for taxes from which Customer is exempt.

3.2 Customer's obligation to pay the Fees shall commence upon Delivery. The Fees shall be invoiced in advance monthly. The Fees for any period of time under this Agreement that is less than a calendar month shall be prorated based on the actual days of such month.

3.3 Customer shall pay the Fees within thirty (30) calendar days of the invoice date. In the event Customer fails to make any payment under this Agreement when due, such amount shall accrue interest from the date such payment was due until paid at the lower of 1.5% per annum, with interest compounded daily, or at the highest rate allowed by law. This section 3.3 is in addition to and shall not prevent City from exercising its rights under section 6 of this Agreement.

3.4 Customer's entitlement to service credits for service deficiencies is governed by Exhibit B hereto, "Longmont Power & Communications Service Level Agreement."

4 TERM, RENEWAL AND TERMINATION:

- 4.1 This Agreement shall be effective upon the Effective Date.
- 4.2 Unless sooner terminated as herein provided, the initial term of this Agreement shall be for the period of time set forth on Attachment A (“Initial Term”). Upon expiration of the Initial Term, this Agreement shall be renewed automatically for successive one (1) year term(s) (“Renewal Term”), unless either Party notifies the other Party in writing no later than ninety (90) calendar days prior to the expiration of the Initial Term or any Renewal Term that, upon such expiration, the Agreement shall terminate.
- 4.3 City shall have the option to assign or terminate this Agreement without any liability as a result thereof in the event that the provision of the Capacity to Customer by City is determined to be a regulated activity subjecting City to the jurisdiction of the Public Utilities Commission of the State of Colorado and/or the Federal Communications Commission.
- 4.4 Upon expiration of the Initial Term, any Renewal Term or the earlier termination of this Agreement as herein provided, the obligations of the Parties under this Agreement shall terminate, including all of Customer’s rights to use the Capacity, and, except for any pre-paid amounts not yet incurred, without reimbursement of any fees or other payments previously made by Customer hereunder.
- 4.5 Any amounts prepaid by Customer hereunder will be refunded on a prorated basis by City within thirty (30) calendar days of the termination or expiration of this Agreement.
- 4.6 Except such obligations as shall have been incurred prior to the date of expiration or termination, neither Party shall have any further rights or obligations with respect to this Agreement and the Capacity from and after such expiration or termination.

5 USE OF CAPACITY AND COOPERATION:

- 5.1 Customer shall take no action that (a) interferes in any way with, impairs, or adversely affects the facilities used by City to provide the Capacity; (b) exposes City or such facilities to any claim, lien, encumbrance or legal process; (c) violates this Agreement or any law, rule or regulation, including, but not limited to, any transmission Customer intentionally or knowingly sends or the content thereof that violates any copyright or export control laws, or that is libelous, slanderous or an invasion of privacy; or (d) constitutes resale of the Capacity by the Customer or any third party without City’s consent. Customer shall promptly notify City of any event that would be reasonably likely to give rise to any such interference, impairment, affect, exposure, reselling, or violation.
- 5.2 If City reasonably determines that Customer is using the Capacity in violation of Section 5.1 above, City shall give notice and allow for cure as specified under section 6.

5.3 Customer and City each agree to cooperate with and support each other in complying with any requirements applicable to their respective rights and obligations hereunder imposed by any governmental or quasi-governmental authority.

## 6 DEFAULT:

6.1 Except for non-payment by Customer of any of its payment obligations under this Agreement, a Party shall be in default under this Agreement thirty (30) calendar days after the non-defaulting Party shall have given written notice of the occurrence of an event of default set forth in 6.2 below unless the defaulting Party shall have cured such default or such default is otherwise waived by the non-defaulting Party within such thirty (30) days. The occurrence of an event of default that is not cured shall entitle the non-defaulting Party to (a) pursue any legal remedies it may have under applicable law or principles of equity, including specific performance and/or (b) terminate this Agreement.

6.2 The following shall constitute events of default under this Agreement: (a) failure to make any payment when due hereunder, which shall be a material breach of this Agreement; (b) breach of any other material provision hereof not cured within the applicable cure period following written notice by the non-defaulting Party as set forth above in Section 6.1; (c) the making by either Party of a general assignment for the benefit of its creditors; (d) the filing of a voluntary or involuntary petition for bankruptcy or other insolvency protection by or against a Party which is not dismissed within ninety (90) calendar days thereafter; and/or (e) the filing by either Party of any petition or answer seeking, consenting to, or acquiescing in liquidation, dissolution or similar relief.

7 DISPUTE RESOLUTION: Except for an event of default as set forth in Section 6.2 above, any disagreement or dispute between the Parties that is not promptly resolved to their mutual satisfaction shall be reduced to writing and submitted to the contacts designated in Paragraph 9 below within five (5) business days after a Party first notifies the other Party of the dispute. Any resolution of the dispute shall be agreed to by the Parties in writing. In the event the Parties are unable to agree on a resolution of the dispute within thirty (30) calendar days of the submission of the dispute to the designated executive officers, either Party may then pursue its available legal and equitable remedies.

8 FINANCIAL OBLIGATIONS OF THE PARTIES: This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service credits shall incur a concurrent debt for that request only. All financial obligations of the Parties under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.

9 SERVICE OF NOTICES: All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by certified or registered mail (return receipt requested), overnight courier (charges prepaid), or in person to the following individuals at the following addresses or such other individuals or addresses as to which a Party may have notified the other Party in accordance herewith and such notice shall be considered received four (4) business days from mailing by certified or registered mail, one (1) business day from

deposit with an overnight courier and upon delivery in person:

If to Customer: Boulder County  
Attn: Information Technology Director  
P.O. Box 471  
Boulder, CO 80306

With a copy to: Boulder County  
Attn: County Attorney's Office  
P.O. Box 471  
Boulder, CO 80306

If to City: City of Longmont/NextLight  
Attn: Valerie Dodd, Director of Broadband Services  
1100 S. Sherman Street  
Longmont, CO 80501

With a copy to: Office of the City Attorney  
City of Longmont  
Civic Center Complex  
408 Third Avenue  
Longmont, CO 80501

- 10 **GOVERNING LAW:** This Agreement and any issues arising out of or in relation hereto shall be governed by the laws of the State of Colorado, without regard to its choice-of-law provisions. The Customer agrees that the state and federal courts in and for Boulder County Colorado alone have jurisdiction over all disputes arising under this Agreement and the Customer consents to venue in those courts with respect to any disputes arising under this Agreement.
- 11 **INSURANCE:** Each Party represents and warrants that it has and will maintain during the Term commercial general liability insurance with minimum limits of \$1 million for each occurrence for bodily and personal injury or property damage, and \$2 million general aggregate limit and for products/completed operations, from an insurance company with a rating of A- or better. Each Party shall deliver certificates of insurance to the other Party evidencing such uninterrupted coverage upon a Party's request. Customer and City hereby mutually waive their respective rights of recovery against each other and the affiliates, shareholders, directors, officers, employees, partners, joint ventures, agents, independent contractors or invitees of either Party for any loss arising from any cause covered or that would be covered by the insurance required to be carried under this Agreement.
- 12 **LIMITATIONS ON LIABILITY; DISCLAIMER OF WARRANTIES:**
- 12.1 In no event will either Party be liable to the other Party for any indirect, special, incidental, punitive or consequential damages, whether or not foreseeable, including but not limited to, loss of revenue, loss of Customers, loss of goodwill, or loss of profits arising



out of or in relation to this Agreement or the performance or non-performance of any obligation hereunder, whether arising out of Agreement or tort.

- 12.2 As consideration for the rights of Customer hereunder, and except for tortious negligent or intentional acts or omissions, Customer hereby releases any third party used by City to meet City's obligations hereunder from any liability for such activity.
- 12.3 CITY MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER THIRD PARTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OF THE CAPACITY OR ANY OTHER MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.
- 12.4 In no event shall an outage be deemed a default under this Agreement.
- 12.5 City shall not be liable for any act or omission of the Customer or third parties with whom Customer has a relationship, such as a user of Customer, nor for any act or omission associated with systems, capacity, or facilities which City does not furnish, including acts or omissions associated with the operation of Customer's system, capacity, or facilities.
- 12.6 THE PARTIES AGREE THAT EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY BREACH OF THIS AGREEMENT (EXCEPT FOR NON-PAYMENT BY CUSTOMER OF ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT) SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO CITY FOR A PERIOD OF THREE (3) MONTHS PRIOR TO THE DATE WHICH GAVE RISE TO THE ALLEGED BREACH.
- 12.7 Nothing in this Agreement shall be construed in any way to be a waiver of either Party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
- 13 FORCE MAJEURE: Except for non-payment by Customer of any of its payment obligations under this Agreement, neither Party shall be held liable for any loss, damage, delay or failure to perform any part of this Agreement caused by anything beyond its control and without its negligent or intentional act or omission, such as acts of God, acts of civil or military authority, government regulations, eminent domain, embargoes, labor stoppage, epidemics, war, police actions, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, severe weather conditions, inability to secure facilities, products or services of other persons including transportation facilities.
- 14 REPRESENTATIONS AND WARRANTIES OF AUTHORITY: Each Party represents and warrants that (i) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; (ii) this Agreement constitutes a legal, valid and binding obligation enforceable against the Party in accordance with its terms, subject to bankruptcy,

insolvency, creditors' rights and general equitable principles; (iii) the execution of and performance by the Party under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any governmental or quasi-governmental authority; and (iv) it has obtained and shall use commercially reasonable efforts to maintain during the Initial Term and any Renewal Term of this Agreement, at its cost, all governmental authorizations which are necessary to perform its obligations under this Agreement.

- 15 RELATIONSHIP OF THE PARTIES: Each Party is engaged in a business that is independent from that of the other Party and nothing contained herein shall be construed to imply a partnership, joint venture, principal and agent, or employer and employee relationship between the Parties.
- 16 PROVISIONS CONSTRUED AS TO FAIR MEANING: The provisions of this Agreement shall be construed as to their fair meaning, not for or against any party based upon any attributes to such party of the source of the language in question.
- 17 NO IMPLIED REPRESENTATIONS: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.
- 18 TERMINATION: Either Party may terminate this Agreement for convenience by giving the other Party 180 days written notice of such termination.
- 19 ASSIGNMENT: Neither Party shall assign, resell, or transfer any right, obligation or duty, in whole or in part, or any other interest hereunder, without the prior written consent of the other Party. City may employ contractors and subcontractors in its provision of services hereunder, which shall not constitute an assignment.
- 20 DAMAGES FOR BREACH OF AGREEMENT: In addition to any other legal or equitable remedy either Party may be entitled to for a breach of this Agreement, if a Party terminates this Agreement, in whole or in part, due to the other Party's breach of any provision of this Agreement, the breaching Party shall be liable for actual damages to the non-breaching Party, subject to the limitations in Section 12.
- 21 MISCELLANEOUS
  - 21.1 Provisions contained in this Agreement that, by their sense and context are intended to survive the performance, termination or cancellation of this Agreement shall so survive.
  - 21.2 This Agreement, attachment A hereto and the recitals first set forth above, which are incorporated herein and made a part hereof, constitute the entire agreement between the Parties with regard to the subject matter hereof and supersede any and all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to such subject matter.

- 21.3 This Agreement is a negotiated document. In the event this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.
- 21.4 Nothing herein shall be construed as preventing either Party from entering into similar contractual arrangements with other parties, unless such contracts would conflict with such Party's performance hereunder.
- 21.5 The words and phrases used herein shall have the meaning generally understood in the telecommunications industry and, except as otherwise specifically set forth herein, the standards and practices of performance within the telecommunications industry.
- 21.6 This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.
- 21.7 Nothing herein shall be construed as granting any right or license under any copyrights, inventions, trade secrets, trademarks, trade names, patents or other intellectual property now or hereafter owned or controlled by any Party.
- 21.8 In the event that any one or more of the material provisions contained herein shall, for any reason, be held invalid, unenforceable or void by any forum of competent jurisdiction, such provision shall be construed so as to render it enforceable and effective to the maximum extent possible provided that the meeting of the minds of the Parties with regard to this Agreement and the validity, legality and enforceability of the remaining provisions hereof shall not be materially affected or impaired thereby. If any such provision cannot be so construed, the Parties shall negotiate a replacement provision that will achieve the intention of this Agreement and not materially affect or impair any other provision. In the event the Parties cannot agree on a replacement provision, this Agreement shall terminate and neither Party shall have any liability as a result thereof except for any liability incurred prior to such termination.
- 21.9 No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against either Party.
- 21.10 In performing their respective obligations hereunder, the Parties shall comply with all applicable local, state and federal laws, rules, regulations, court orders and orders of all governmental and quasi-governmental authorities.
- 21.11 The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.
- 21.12 This Agreement or portions hereof may be amended or waived only by written agreement between the Parties.

21.13 Customer recognizes that CITY may enter into agreements with third parties to perform all or part of its obligations hereunder and that references herein to CITY include, where applicable, its agents and independent contractors. Notwithstanding the foregoing, the use of any agent or subcontractor shall not relieve CITY of its obligations hereunder nor constitute an assignment in violation of section 19.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CUSTOMER**

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk to the Board

THE CITY OF LONGMONT,  
a municipal corporation

APPROVED AS TO FORM:

Jaime Roth  
DEPUTY CITY ATTORNEY

July 20, 2023  
DATE

Cristi Campbell  
PROOFREAD

July 20, 2023  
DATE

APPROVED AS TO FORM AND SUBSTANCE:

Valerie Dodd  
ORIGINATING DEPARTMENT

July 21, 2023  
DATE

APPROVED AS TO INSURANCE PROVISIONS:

Doug Spight  
RISK MANAGER

August 18, 2023  
DATE

CA File: 23-002233

## ATTACHMENT A -BROADBAND SERVICE REQUEST

Contact Information			
<b>Longmont Power &amp; Communications (City) Salesperson:</b>		<b>CUSTOMER: Boulder County</b>	
<b>COMPANY CONTACT: Matt Bolkovatz – Commercial Sales Manager</b>		<b>COMPANY CONTACT: Dave Arlington – Manager Infrastructure/Operations Information</b>	
<b>PHONE: 303.774.4494</b>		<b>PHONE: 303.441.4531</b>	
<b>EMAIL: matt.bolkovatz@longmontcolorado.gov</b>		<b>EMAIL: darlington@bouldercounty.org</b>	
<b>PAYMENT ADDRESS:</b>		<b>BILLING ADDRESS:</b>	
Longmont Power & Communications NextLight 1100 S. Sherman Street Longmont, CO 80501		Boulder County Technology Division 1301 Arapahoe Ave. Boulder, CO 80302	
Billing Information And Service Commitment Period			
<b>Order Type (New/Renew/Move/Add/Cancel/Disconnect):</b>		NEW	
<b>Service Type/s:</b>		Direct Internet Access	
<b>Service Term Length:</b>		12 months	
<b>Service Order Monthly Recurring Charge:</b>		\$2400.00	
<b>Service Order Non-Recurring Charge:</b>		N/A	
<b>Service Other Charges:</b>		N/A	
A Location		Z Location	
<b>Site Name:</b>	<b>Market:</b>	<b>Site Name:</b>	<b>Market:</b>
	Longmont CO		Longmont CO
<b>Address: 350 Kimbark St</b>		<b>Address: Longmont CO</b>	
<b>Phone: +17652956085</b>		<b>Phone:</b>	
<b>Site Contact: NextLight Network Operations</b>		<b>Site Contact:</b>	
<b>Bldg Mgr Contact:</b>	<b>Phone:</b>	<b>Bldg Mgr Contact:</b>	<b>Phone:</b>
<b>Point of Demarcation:</b>		<b>Point of Demarcation:</b>	
<b>Medium: optical</b>		<b>Medium: optical</b>	
<b>Optical Type: (duplex MMF)</b>		<b>Optical Type: (duplex MMF)</b>	
<b>Connector Type:</b>		<b>Connector Type:</b>	
<b>NOTES:</b>		<b>NOTES:</b>	

<u>Qty</u>	<u>Service</u>	<u>Term</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
1	1 Description	12 months	\$2400.00	\$0.00
<p><b>Comments:</b> Access to Customer’s network equipment, located in a locked room in the Longmont Civic Center, will be afforded to Authorized staff of Customer within four hours of notification in the event of a service outage. Authorized personnel of Customer may contact the NextLight Network Operations On-call number at (765)295-6085 to arrange access.</p>				
<p><b>Estimated Delivery Date: May 1, 2023</b></p>				


**Certificate Of Completion**

Envelope Id: 3C101D2BA2A54F6E8C433C5580013A73	Status: Completed
Subject: City of Longmont/Boulder County IGA for NextLight	
Type of Document: Agreement	
Department/Office: Information Technology	
Source Envelope:	
Document Pages: 31	Signatures: 8
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Nicole Leadens
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2025 14th St
	Boulder, CO 80302
	nleadens@bouldercounty.org
	IP Address: 147.154.25.18

**Record Tracking**

Status: Original	Holder: Nicole Leadens	Location: DocuSign
6/15/2023 8:19:06 PM	nleadens@bouldercounty.org	

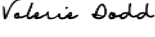
**Signer Events**

Signer Events	Signature	Timestamp
Jaime Roth jaime.roth@longmontcolorado.gov Security Level: Email, Account Authentication (None)		Sent: 6/15/2023 8:27:37 PM Viewed: 7/20/2023 10:18:31 AM Signed: 7/20/2023 12:53:29 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.233.151.163	


**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Cristi Campbell cristi.campbell@longmontcolorado.gov Security Level: Email, Account Authentication (None)		Sent: 7/20/2023 12:53:30 PM Viewed: 7/20/2023 1:08:52 PM Signed: 7/20/2023 1:09:05 PM
	Signature Adoption: Pre-selected Style Using IP Address: 69.87.213.124	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Valerie Dodd valerie.dodd@longmontcolorado.gov Executive Director Security Level: Email, Account Authentication (None)		Sent: 7/20/2023 1:09:06 PM Viewed: 7/21/2023 11:42:44 AM Signed: 7/21/2023 11:43:40 AM
	Signature Adoption: Pre-selected Style Using IP Address: 174.16.157.86	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Doug Spight doug.spight@longmontcolorado.gov Security Level: Email, Account Authentication (None)		Sent: 7/21/2023 11:43:41 AM Resent: 8/17/2023 9:16:05 AM Viewed: 8/18/2023 4:29:14 PM Signed: 8/18/2023 4:29:54 PM
	Signature Adoption: Pre-selected Style Using IP Address: 69.87.213.124	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp**



Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Anthony Trock anthony.trock@longmontcolorado.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">VIEWED</div>  Using IP Address: 69.87.213.124	Sent: 7/20/2023 8:37:22 AM Viewed: 7/20/2023 8:38:54 AM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/15/2023 8:27:37 PM
Envelope Updated	Security Checked	7/20/2023 8:37:21 AM
Certified Delivered	Security Checked	8/18/2023 4:29:14 PM
Signing Complete	Security Checked	8/18/2023 4:29:54 PM
Completed	Security Checked	8/18/2023 4:29:54 PM

Payment Events	Status	Timestamps
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